

CAMERON COUNTY PARKS

Santa Rosa Park Improvements

Phase II

Project No. C230702

ARCHITECTS

Gomez Mendez Saenz, Inc.

Mejia & Rose, Inc.

Green Rubiano & Associates

Ethos Engineering

Set No.



GMS ARCHITECTS



Roan G. Gomez, AIA

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CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP

RFP NUMBER # 230702

RFP TITLE: SANTA ROSA PARK IMPROVEMENTS – PHASE II

DATE DUE: August 1st, 2023
P.M.

DUE NO LATER THAN 3:00

RFPs will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 3:01 p.m. (as per Purchasing Dept. time clock) on deadline due date.

RFPs received later than the date and time above will not be considered.

Please return RFP ORIGINAL (marked "ORIGINAL") AND SEVEN (7) COPIES (marked "COPY") sets and an electronic (PDF format file only) of your proposal for review by evaluation committee in a sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., County Courthouse (Dancy Bldg.)
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.

Pre-Proposal - Meeting Scheduled at Santa Rosa Park located at 513 FM 506, Santa Rosa, Texas 78520
on Tuesday, July 11, 2023 at 9: 00 a.m.

QUESTIONS DEADLINE: Friday, July 14, 2023 at 5:00 p.m. All questions will only be accepted in writing via e-mail:
purchasing@co.cameron.tx.us

For additional information, clarifications and/or questions or to request addendum please contact: Roberto Luna, Interim
Purchasing Agent at (956) 544-0871, E-mail: purchasing@cameroncounty.com.

YOU MUST SIGN BELOW IN INK. FAILURE TO SIGN WILL DISQUALIFY THE OFFER. All prices must be
typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Print Name: _____ Signature: _____

How did you find out about this RFP? _____ (ex: Newspaper, Web, Mail)

Is Proposer's principal place of Business within Cameron County? Yes - No

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this bid. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

Responders must sign each bid page to ensure you have read each page's information, terms, conditions and/or required forms. Failure to sign or initial each bid page will disqualify the BID/PROPOSAL offer.

CHECK LIST

Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**
You should be familiar with all of the Instructions to Proposers.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Attachments A, B, C, D, E, F, G, H, I, J & K**
Be sure to complete these forms and return with packet.
- Exhibit 1 – Required Contract Clauses for Contracts under Federal Award**
- Appendix A – FHWA 1273 – Nondiscrimination, No segregated Facilities Federal Aid Construction Contracts.**
- Appendix B – Super Circular – Procurement Standards 2 CFR Parts 200.317 – 200.327**
- Proposal Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public works contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond in a form approved by Cameron County. Please read carefully and fill out completely.
- PROPOSAL FORM** – Included in package
- Minimum Insurance Requirements**
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- Financial Statement**
When this information is required, you must use this form.

Other - Final reminders to double check before submitting RFP

- Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums? <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

If not interested in responding please let us know why e-mail to: Purchasing@co.cameron.tx.us

RFP # 230702
INSTRUCTIONS FOR SUBMITTING COMPETITIVE SEALED PROPOSALS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions result in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to RFP's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply.

Sign the Vendor's Affidavit Notice, complete answers to **Attachments A, B, C, D, E, F, G, H, I, J & K** and return all with your RFP.

The RFP is particularly interested in Proposers' ability to meet the funding eligibility requirements set for in the American Rescue Plan Act of 2021 (ARPA) Please see Appendix A "FHWA 1273" & Appendix B "Super Circular-Procurement Standards 2 CFR Parts 200.317 – 200.327"

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter §176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section §176.006, Local Government Code. A person commits an offense if the person violates Section §176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section §176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

TEXAS ETHICS COMMISSION FORM 1295

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted and printed. Form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.
tab Link: <https://www.cameroncounty.us/vendors-tec-form-1295/>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

SUCCESSFUL PROPOSERS WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of award.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <https://www.cameroncountytexas.gov/commissioners-court-agendas/>

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL (marked "ORIGINAL") AND SEVEN (7) COPIES (marked "COPY")** sets and **an electronic (PDF format file only) MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. Proposals **MUST** give full firm name and address of the proposer. **Failure to manually sign RFP will disqualify it.** Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. Proposals **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. Written and verbal inquires pertaining to bids must give RFP Number and Company.
5. NO changes or cancellations permitted without written approval of Purchasing Agent. The County reserves the right to accept or reject all or any part of any RFP and waive minor technicalities.
6. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
7. Partial RFP's will not be accepted unless awarded by complete RFP.
8. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP, for the item(s) being specified, and the particular use for which they are meant.

9. It is the responsibility of the Proposer to ask any and all questions the Proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor or respond promptly to all questions asked.
10. If PROPOSER takes exception to specifications or reference data, he will be required to provide details etc. as specified.
11. A proposal may not be withdrawn or canceled by the proposer without the written acknowledgment of the County for a period of sixty (60) days following the date designated for the receipt of proposal, and proposer so agrees upon submittal of the proposal.
12. If a Bid Bond is required in this Proposal it must be included in Proposers Sealed RFP package.
13. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) RFP was received. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
14. All property of Cameron County must remain (at all times) within the United States – without exception – unless prior Agenda approval has been given by Commissioners Court.
15. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
16. Proposals are scheduled to be opened and publicly acknowledged at the Cameron County Commissioners Courtroom, on the scheduled date and time specified on cover sheet of this RFP package. Proposers, their representatives and interested persons may be present. The proposals shall be opened and acknowledged only so as to avoid disclosure of the contents to competing proposers and shall remain confidential during negotiations. However, all proposals shall be opened for public review after the concession lease agreement is approved, except for trade secrets and confidential information contained in the proposal and identified by proposers as such.
17. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting concession agreement. All change orders to this RFP will be made in writing by the Cameron County Purchasing Department. Award of proposal does not constitute a concession agreement. A binding concession agreement will be negotiated by the Cameron County Property Manager and approved by the Commissioners Court after the proposal has been awarded.
18. No public official shall have interest in this RFP except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter §171.
19. The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cameron County.
20. All proposals meeting the intent of this RFP will be considered for a possible negotiation.
21. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda in writing.
22. Proposals must comply with all federal and state laws, County policy and local regulations.
23. Cameron County may request a presentation and additional information to determine proposer's ability to sufficiently meet these minimum responsible standards listed above.
24. Cameron County requests proposer to supply, with this RFP, a list of at least three (3) references. Include full name and title, address, telephone number, fax number and name(s) of contact person.
25. Successful proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions, or other claims of any person, persons, or property on account of negligent act or fault of the successful offered, or of any agent, employee, subcontractor or supplier in the execution of or performance under any contract which may result from proposal award. Successful proposer shall pay any judgment including costs, which may be obtained against Cameron County developing out of such injury or damages.
26. Any notice provided by this proposal or required by Law to be given to the successful proposer by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful proposer at the address so provided; this shall not prevent the giving of actual notice in any other manner.

27. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.
28. **AWARD OF CONTRACT** - Award(s), if made, will be made to the responsive and responsible Offeror(s) whose proposal is most advantageous to Cameron County, taking into consideration price and the other factors set forth in the Request for Proposals "R.F.P. . Contract will be negotiated with the offeror whose proposal is determined to be most advantageous to County. The County reserves the right and option to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, if it is deemed in the best interest of the County. Proposals should be submitted initially on the most favorable terms, from both price and technical standpoints. The County further reserves the right to award without discussion after proposals are received to request written "BEST AND FINAL OFFERS" from respondents judged to be responsive to the minimum technical requirements.

PURCHASE ORDER AND DELIVERY: The successful PROPOSER shall not deliver products or provide services without a contract approved by the Cameron County Commissioners Court and a Cameron County Purchase Order signed by an authorized agent of the Cameron County Purchasing Department.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

DELIVERY TERMS AND TRANSPORTATION CHARGES: RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 24 hours. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

An accurate delivery date must be quoted on the "RFP Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the RFP price. Final location will be supplied to the vendor on award of RFP, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in RFP.

VARIATION IN QUANTITY: The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

INSPECTION: Upon receiving item(s), they will be inspected for compliance with the RFP Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense. Cameron County reserves the right

to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods Proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection. **County user Dept.(s) reserves the right to make the final determination as to equivalents.**

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

INVOICES AND PAYMENTS: (a) Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Vendor shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

**CAMERON COUNTY
REQUEST FOR COMPETITIVE SEAL PROPOSAL (RFP)
RFP # 230702
SANTA ROSA PARK IMPROVEMENTS – PHASE II**

ORIGINAL (marked “ORIGINAL”) AND SEVEN (7) COPIES (marked “COPY”) sets and **an electronic (PDF format file only) MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP’s must be in the Purchasing Department BEFORE the hour and date specified.

Competitive Sealed Proposal shall be delivered to:

Cameron County Purchasing Department
c/o Dalia Loera, Bid Coordinator
Attn: Roberto C. Luna, Interim Purchasing Agent
1100 E. Monroe 3rd floor
Brownsville, TX 78520

Part "A" is due no later than 3:00 pm on **August 1st, 2023**. Proposals will be opened and read aloud at the Purchasing Department on the 3^m floor of the historic Dancy courthouse building at 1100 E. Monroe, Brownsville TX.

Part "B" is due at the same time 3:00 pm on **August 1st, 2023** at the Cameron County Purchasing Department, 3rd floor of the historic Dancy building at 1100 E. Monroe Brownsville TX 78520

All questions related to this Request for Competitive Sealed Proposals shall be addressed in writing via email or fax to:

Roberto C. Luna
Interim Purchasing Agent
Cameron County
roberto.luna@co.cameron.tx.us
phone: (956) 544-0871
fax: (956) 550-7291

CAMERON COUNTY reserves the right to waive informalities associated with this RFCSP and subsequent invitations to interview and to reject any and/or all Competitive Sealed Proposals.

CAMERON COUNTY intends to select one contractor through a competitive sealed proposal process for the project listed in this document.

CAMERON COUNTY
REQUEST FOR COMPETITIVE SEAL PROPOSAL (RFP)
RFP # 230702
SANTA ROSA PARK IMPROVEMENTS – PHASE II

PROPOSAL FORM

- 1) Instructions to Proposers: Competitive sealed proposals will be received from qualified Proposers by the Interim Purchasing Agent, Cameron County. The Proposal shall be submitted in two parts as follows: **Part "A"** of the Proposal shall be received until 3:00 pm on **August 1st, 2023** and **Part "B"** of the Proposal shall be received at the same date and time. Upon submission of Part "A" of the Proposal, they will be publicly opened and read aloud for the furnishing of all labor, materials, and equipment, and performing all work required for the project, and in compliance with the project manual and drawings, and other contract documents as prepared by Gomez Mendez Saenz Architects.

The County will receive **Part "B"** of the Proposal and evaluate the submittal according to the selection criteria in order to determine which Proposal offers the best value to the County. The County is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.

The County will, within (45) days of the opening of Proposals, rank each of the Proposers using the Selection Criteria. Each Proposer will be notified of the rankings. If cost objectives cannot be reached with the top ranked offer, the County will move to the second ranked offer and other offers in turn until the cost objectives are met.

There will be a pre-proposal meeting held at 9:00 pm, July 11, 2023 at Santa Rosa Park located at 513 FM 506, Santa Rosa, Texas. Attendance is highly recommended.

- 2) Bid Bond: Reference attachment H for the Bid Bond form. A Cashier's Check, Certified Check, or acceptable Proposer's Bond payable to Cameron County, in the amount of not less than 5% of the largest possible total for the proposal submitted, must accompany each proposal in **Part "A"** of the Proposal submission.
- 3) Geotechnical Report: Not applicable.
- 4) Project Description: The scope of this project includes improvements to Santa Rosa Park, phase II which includes walkway solar lights, baseball field light and lighting controls replacement, air conditioning unit replacement, wireless control stations and sensors, junction box-mounted modules, shade structure and other associated building structure improvements specified in attached drawings and construction specifications.
- 5) Proposal Guidelines:
- a) Each Proposer, by making a competitive sealed proposal, represents that he has carefully studied, compared, and understands the contract documents including any and all addenda items.
 - b) Each Proposer, by making a competitive sealed proposal, represents that he has familiarized himself with and understands the local conditions under which work is to be performed, including prevailing subsurface conditions.
 - c) Each Proposer shall carefully study and compare the proposal documents, and not later than seven days prior to the date for receipt of competitive sealed proposals, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued in a written addendum by the Architects. Only written interpretation or correction by an addendum shall be binding. No Proposer shall rely upon any interpretation or correction given by any other method.
 - d) No substitution will be considered unless written request has been submitted to the Architect for approval at least ten days prior to the date for receipt of proposals. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation. If the Architect approves any proposed substitution, such approval will be set forth in an Addendum.
 - e) By submitting a proposal, each proposer agrees to waive any claim it has or may have against the Owner, the Architect/ Engineer, or other consultants, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.
 - f) In case of ambiguity or lack of clearness in stating the price in the Proposal, the Owner reserves the right to adopt the price written in words or to reject the Proposal.
- 6) Construction Documents: Construction documents are attached to RFP package

7) Payment & Performance Bonds: Reference attachment for the Payment and Performance Bond Forms. The successful Proposer will be required to enter into a contract with Cameron County and to furnish a Performance and Payment Bond of approved form through an approved bonding company duly authorized to do business in the State of Texas, and currently listed in the Department of Treasury Federal Register, in the amount of not less than 100% of the contract price, conditioned upon the performance of the contract. Performance and Payment bonds shall be in full compliance with Texas Government Code Chapter 2253. Bonding Companies using "Reinsuring Insurance Companies" to expand the Bonding Companies Limits will not be acceptable unless also approved by the Owner.

8) Contractor Selection Schedule:

Advertisement: 1st Ad for Sunday, July 2, 2023

2nd Ad for Sunday, July 9, 2023

Proposals Available: July 3rd, 2023 available online at: <https://www.cameroncountytexas.gov/purchasing-bids-rfpq-addms-tabs/>

Pre-proposal Conference: Tuesday, July 11, 2023 at 9:00am

Pre-proposal location: at Santa Rosa Park located at 513 FM 506, Santa Rosa, Texas.

Part "A" submission deadline: August 1st, 2023 at 3:00 pm

Part "B" submission deadline: August 1st, 2023 at 3:00 pm

Committee Meeting to Score Proposals: August 4, 2023 (Tentative)

Conduct Interview (if deemed necessary): 2-3 week of August, 2023

Select Contractor: On or before August 22, 2023 (Tentative)

The Proposers agrees that this Proposal shall be good and shall not be withdrawn for a period of **forty-five** (45) calendar days after scheduled receipt of proposals.

The Proposer acknowledges that all changes in the scope of work will be promptly addressed by the Contractor and presented to Client for approval in a format agreeable to Client. All changes in The Work will reflect fair market values when presented to Client with all considerations for value engineering options and contractor's best price in place.

The successful Contractor will be solely responsible for compliance with all laws, ordinances, codes, rules and regulations and all lawful orders of any public authority having jurisdiction over this project.

The Proposer understands that CAMERON COUNTY reserves the right to reject any or all bids and to waive any formalities in the proposal process. The undersigned understands the contract for construction will be between the Contractor and CAMERON COUNTY. The form of agreement will be the Standard Form of Agreement Between the Owner and Contractor with modifications and General Conditions. Reference project manual for copies of the documents. CAMERON COUNTY reserves the right to separately bid and assign subcontractors for selected work scopes to the Contractor.

9) Preparation of Proposal Exhibits: The Proposer shall submit a competitive sealed proposal for the General Construction of the project. A proposal shall be considered incomplete unless both **Part A and Part B** of the Proposal are submitted. The Proposer's competitive sealed Proposal shall include one (1) original "marked ORIGINAL" and seven (7) copies "marked copies" of all of the following items:

a) **Part "A"** submission" (All pages for RFP package must be included with responder's signature/initials)

- (1) Bid Form (Attachment)
- (2) Initialed Copy of Request for Competitive Sealed Proposal
- (3) Bid Bond or Bid Security (Attachment)
- (4) List of General Conditions (Attachment)
- (5) Attachments A to K
- (6) Vendor Compliance to State Law (Attachment)
- (6) Non-collusion Affidavit (Attachment)

b) **Part "B"** submission:

- (1) Organizational Experience and References
- (2) Organizational Chart and Resumes of the Project Team
- (3) Definition of Cost of the Work
- (4) Comments, Clarifications and Exclusions
- (5) Certificates of Insurance (sample)

- (6) Safety Program and Record
- (7) Financials and Background
- (8) Claims and Suites
- (9) Additional Information (as necessary)

10) Public Information and Notice of Confidentiality: The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Proposal requests to be non-confidential and/or nonproprietary in nature, and therefore, shall be subject to the public disclosure under the Texas Public Information Act (Texas Government Code, Sec. 552.001, et seq.) after the award of the contract.

The Proposer must identify and designate those portions of their technical Proposal that contains trade secrets or other proprietary data. If the Proposal includes such data, the Proposer shall:

- (1) Mark the cover sheet of the Technical Proposal with the following phrase: "This Proposal includes data that shall not be disclosed outside the County and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Proposal."
- (2) Mark each sheet and the specific data on that sheet that the Proposer wishes to restrict with the following phrase: "Use or disclosure of the specifically marked data is subject to the restrictions regarding confidentiality cited on the cover sheet of this Proposal."

11) Contractor Selection Criteria:

WEIGHTED QUANTITATIVE SCORING

EVALUATION AND SELECTION CRITERIA

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non-responsive

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled. Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points
 Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points
 Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Proposer selected for the project. Commissioners Court will make the final selection and possible approval of the contract.

An Evaluation Committee will review each proposal. Committee will be comprised of, but not limited to, County Staff. Proposer may be requested to appear before the Committee to answer questions or give additional information regarding the project or for a formal presentation.

Proposals will be evaluated as to the proposal, which offers the best overall project and is deemed to be the most advantageous and yield the greatest benefit to the County. Some specific elements the Committee will be evaluating are as follows:

(1) Firms Experience, Reputation and References (20 points)

In addition to Attachment A (Vendor References and Statement of Qualifications). Please provide a list of projects your company has constructed which are of similar Size, Construction Type and Complexity to this project. Please list in chronological sequence beginning with most recent. For those projects constructed within the last 5 years and which meet the criteria, please denote the following information: Previous Project Owner’s; Name, address, Contact name, telephone number, email address, year Project was completed (Owner reserves

the right to call all owners listed to solicit references) Committee will assess points based on but not limited to: job performance, quality of work, meeting timelines, efforts towards overcoming delays, professionalism, project closeouts, bill payment history, change order pricing, and job safety. Committee will also assess points based on Owner's assessment of past experience with Proposer/Contractor.

(2) Financials and Background (15 points)

Please provide the following documents dated within the last 18 months.

- 1- current financial statement
2. Provide a bank letter of reference with regards to the company's financial strength.
3. letter of Bonding Capacity from a treasury listed provider.

(3) Experience and Reputation of the Proposed Project Staff (15 points)

Provide completed resume(s) of the key supervisory personnel to be assigned to this project. Resumes must include references with names and telephone numbers for Owner verification. Please note Owner will reserve the right to call listed references. Key personnel should have demonstrated ample experience on projects of similar size, construction type, and complexity. Points are to be assigned on the merits of the proposed personnel, no substitutions will be allowed without Owner consent if awarded contract.

Please identify the following:

1. Project Manager
2. Onsite Project Superintendent

(4) Cost Considerations (40 points)

The lowest monetary offer to the base bid will receive the maximum points. In case of ranking points tie the lowest monetary base bid submitted will be considered the highest-ranking Offeror.

(5) Responsiveness to RFCSP (5 points)

Provide all attachments required, and additional information for ranking criteria as required in a clear and easily reviewed manner for full points.

(6) Proposed Subcontractor Team (5 points)

Provide Attachment K within 24 hours of Proposal Submission Deadline. Points are to be assigned on the merits of the proposed subcontractors, no substitutions will be allowed without Owner consent if awarded contract.

The County reserves the right to negotiate with any, one, or all the ranked proposers. The Evaluation Committee will make a recommendation for award by the Cameron County Commissioners' Court.

SAMPLE EVALUATION SHEET
RFP# 230702
SANTA ROSA PARK IMPROVEMENTS – PHASE II

PROPOSER'S BUSINESS NAME: _____

DATE EVALUATED: _____

EVALUATOR'S SIGNATURE: _____

EVALUATOR PRINT NAME: _____

RFQ REVIEW:

Each Vendor will be assigned a score of 1- 4 by each evaluator for each criteria

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non-responsive - **Utilization of 0 by evaluator requires Evaluation Committee's full consensus.**

The Request for qualifications will be evaluated using
Quantitative Scoring per the following categories:

	<u>Evaluator's Score:</u>	<u>Score if revised</u>	<u>Weighted Weight</u>
A. 20 – Firm's Experience, Reputation, References	_____	X	20 =
B. 15 – Financials & Background	_____	X	15 =
C. 15 – Experience and Reputation of Proposed Project Staff	_____	X	15 =
D. 40 – Cost Consideration	_____	X	40 =
E. 5 - Responsiveness of Proposal	_____	X	5 =
F. 5 – Proposed Subcontractor Team	_____	X	5 =
		TOTAL	_____

The County shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors. Not later than the 45th day after the date on which the proposals are opened, an evaluation committee shall evaluate and rank each proposal submitted in relation to the published selection criteria.

The County will then proceed to select the offeror that submits the proposal that offers the best value for the County based on the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal and its ranking evaluation. In determining the best value for the County, the County is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

The County shall first attempt to negotiate a contract with the selected offeror. The County and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification.

If the County is unable to negotiate a satisfactory contract with the selected offeror, the County shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

12) Contractor General Conditions: To furnish all labor, materials and equipment necessary to provide the General Conditions at a cost not to exceed the amounts listed below. Note any exceptions which you take with the itemized list on Attachment

13) Contractor Fees: To complete, or cause to be completed, all work for the projects for the percentage fees listed on the RFP Form, Attachment ". The General Contracting Fee shall include small tools and consumables, non-payroll insurances, indirect job overhead, warranty, and corporate overhead including but not limited to: (i) Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the Project Site office; (ii) Expenses of the Contractor's principal office and offices other than the Project Site office; (iii) Performance bonuses, similar plans paid to employees of Contractor, whether or not such employee worked on the Project; and (iv) Data Processing, Project Accounting and Project Scheduling expenses from the Contractor's principal office or offices other than the Project Site office.

14) **Cost of the Work:** Includes, but is not necessarily limited to, all direct job costs, taxes, final clean and permits.

15) **Other:** All additions or reductions to the Scope of Work, that changes the GMP, will be performed for the proposed Contractor Fee. Contractor will itemize the cost impact on any proposed changes in General Conditions. Additions will be considered only in the event of an impact on the project's critical path to completion as supported by Contractor's schedule, or Owner-requested additional General Conditions. Weather delays will not be cause for extended General Conditions.

ATTACHMENT "A-1"

Construction Services:

- 4.1 Prepare and maintain detailed schedule of construction (to be updated weekly).
- 4.2 Closely supervise all work, ensuring adherence to specifications, quality standards, schedule and costs.
- 4.3 Conduct weekly job-site meetings, create agendas, take minutes, highlight problems or required decisions, and administer corrections as specified by the project team.
- 4.5 Manage all related reports, permits and inspections.
- 4.6 Coordinate with CAMERON COUNTY's subcontractors and vendors (if any).
- 4.7 Provide detailed pricing as may be requested for changes to the Scope of Work. The Contractor should promote competitive pricing of changes.
- 4.8 Manage all aspects of approved changes to the Scope of Work.
- 4.9 As directed by CAMERON COUNTY, Contractor shall coordinate receipt of and become responsible for proper storage and handling of materials furnished by Client.
- 4.10 In conjunction with the Architect, create a comprehensive punch list and cause the resolution of each deficiency within thirty (30) days after Substantial Completion.
- 4.11 Provide all documentation of guarantees, warranties and operating manuals to Client
- 4.12 Note all field changes on plans for inclusion in as-builts documents. As-builts to be provided on both hard copy and electronic format.

ATTACHMENT "B-1"
LIST OF GENERAL CONDITIONS

Field and home staff administration and supervision based on the Project Schedule:

	Raw Costs	Burden	% of Time	No of Weeks	
Project Manager	\$ /wk x	% x	x	Wks	_____
Project Engineer	\$ /wk x	% x	x	Wks	_____
Superintendent	\$ /wk x	% x	x	Wks	_____
	\$ /wk x	%x	x	Wks	_____
	\$ /wk x	%x	x	Wks	_____
	\$ /wk x	%x	x	Wks	_____
Total					_____

Indicate the percentage of time your personnel will be dedicated solely to this project:

Project Manager	Superintendent	%	Project Engineer	%
_____	_____	_____	_____	_____

2) Field Engineering Labor with burden	_____	_____	_____
3) Field Engineering Equipment and Supplies	_____	_____	_____
4) Field Project Office	_____	_____	_____
5) Safety Supervisor Inspections	_____	_____	_____
6) Temporary Fire Extinguishers and Safety Equipment /Labor	_____	_____	_____
7) Office Furniture	_____	_____	_____
8) Office Supplies	_____	_____	_____
9) Postage	_____	_____	_____
10) Federal Express/Courier Services	_____	_____	_____
11) Miscellaneous Printing	_____	_____	_____
12) Copy Machine and Paper	_____	_____	_____
13) Office Equipment	_____	_____	_____
14) Telephone and Fax Service	_____	_____	_____
15) Personal Computers On Site	_____	_____	_____
16) Janitorial Services	_____	_____	_____
17) Vehicle Rental	_____	_____	_____
18) Vehicle Fuel, Maintenance, Insurance, and Repair	_____	_____	_____
19) All Risk Builder's Risk Insurance	_____	_____	_____
20) Liability Insurance(Prorata Share)	_____	_____	_____
21) Project Scheduling Services	_____	_____	_____
22) Project Accounting Services	_____	_____	_____
23) Construction Clean-Up with burden	_____	_____	_____
24) Final Clean-Up	_____	=	C.O.W.
25) Dumpster Fees	_____	=	C.O.W
26) Building Permit	_____	=	\$
27) Other	_____	_____	_____
28) Other	_____	_____	_____
29) Other	_____	_____	_____
30) Other	_____	_____	_____

Subtotal: (Items 2-30) _____

Maximum General Conditions (Items 1-31) _____

Note: Please indicate with a N/A the items above that, in your opinion, do not apply to this project. Please indicate with a "0" (zero) the items above that are included in your fee.

Estimate the following items which will be reimbursed as Cost of the Work:

Contractor's P & P Bond Cost
 Building Permit Fees

\$ C.O.W

PART "B" DETAILED INFORMATION

Part "B" submission:

- (1) Organizational Experience and References:
 - (a) Name of firm
 - (b) Address of Principal Office
 - (c) Phone Number
 - (d) Fax Number
 - (e) Email Address and/or Web Address
 - (f) Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other?)
 - (g) Year Founded
 - (h) Primary individual to contact
 - (i) List the major projects constructed by your firm within the last five (5) years in similar scope and size to the project herein. For each project provide the name, nature of the project and function of the building, size (square feet), locations, cost, completion date, Owner and Architect, and the manner in which your organization was selected (Bid, RFP, CM, or other method).
- (2) Organizational Chart and Resumes of the Project Team :
 - (a) Given the scope and schedule of the project, identify the specific Project Manager, Estimator, and Superintendent who would work on the project. Provide a resume and references for each individual
- (3) Definition of Cost of the Work
- (4) Comments, Clarifications and Exclusions
- (5) Certificates of Insurance (sample)
- (6) Safety Program and Record
 - (a) State your organizations safety plan and accident rate.
 - (b) List your organizations Workers Compensation Experience Multiplication Rate/EMR for the last five (5) years as obtained from your insurance agent
- (7) Financials and Background
 - (a) Attach a financial statement, certified by a public accountant and audited, including your organization's latest balance sheet and income statement showing the following items:
 - (i) Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses)
 - (ii) Noncurrent assets (e.g., net fixed assets, other assets).
 - (iii) Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - (iv) Noncurrent liabilities (e.g., notes payable).
 - (v) Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).
 - (b) Name and address of firm preparing attached financial statement and date thereof.
 - (c) Is the attached financial statement for the identical organization named under item (a) above? If not explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent and subsidiary).
 - (d) Provide name, address, and phone for bank reference
 - (e) Surety: name of bonding company, name and address of agent. Proof of ability to bond will be required prior to selection.'
 - (f) Include a commitment letter from the subcontractor's, supplier's, and vendor's bonding agency for all proposed contracts over \$50,000.
 - (g) Documentation that no single client of all proposed vendors, subcontractors, contractors, and suppliers represents more than 20% of gross revenues for these companies.
- (8) Claims and Suites:
 - (a) List all lawsuits or requested arbitration with regard to construction contracts over the past five (5) years.
 - (b) List all judgments, claims, arbitration proceedings, or suites pending against your organization.
 - (c) State whether your organization has ever failed to complete any work.

PART II - REQUIRED DOCUMENTATION

Please note this Section may not address all documentation required by the RFP. The Proposer is cautioned to read the entire RFP to determine all requirements. CAMERON COUNTY RESERVES THE RIGHT TO REJECT ANY RFP WHICH DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposal. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a RFP shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, Part "A", all Proposers responding to this solicitation shall provide one (1) original and seven (7) copies and all attachments of the following in 8 ½ "by 11" format, clearly legible, tabbed and in a binder. To achieve a uniform review process and to obtain a maximum degree of comparability, Cameron County requires that RFP information be submitted in the following order:

Part "A"

Table of Contents

List title of each tabbed section and title of any additional information included in this Proposal.

Tab 1 - Transmittal Cover

(Format and Content: Please included in your RFP's / RFQ's as part of your cover).

Executive Summary (2 pages max.)

Submit a signed letter (Executive Summary) briefly addressing the services to be provided by Proposer.

Introduction (2 pages max.)

Proposals must include confirm that the firm will comply with all of the provisions in this RFP. If exceptions will be taken it should be so noted. Proposals must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected. Include the following: *Firms Name, Address, Phone #, Contact Name, Phone #, Email address.*

Understanding of the Project (1 pages max.)

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the project as proposed and detail schedule (timeline).

Methodology Used for the Project (1 page max.)

Proposers must provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet project schedule.

Management Plan for the Project (1 page max.)

Proposers must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet project schedule.

Provide list specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of the proposed project.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed and Title;

RFP MAG Guarantee per Proposal (1 page max.)

Proposer's MAG Guarantee associated with this offer.

Tab 2 - Proposed General Contractor Information (PART "B" DETAILED INFORMATION)

Tab 3 - Authorization to Do Business in Texas and Management / Organization

Evidence of authorization and if incorporated: certificate of good standing issued by the Secretary of State of Texas indicating Proposer is authorized to conduct business within the State of Texas.

If Business is an individual: proof of registration with Cameron County doing business under assumed name (d/b/a).

Tab 4 - RFP Bond

A Cashier's Check, Certified Check, or acceptable Proposer's Bond payable to Cameron County, in the amount of not less than 5% of the largest possible total for the proposal submitted, must accompany each proposal in Part "A" of the Proposal submission. As a guarantee that if the Proposer receives an award, the Proposer will enter into a contract for services and submit proof of any required insurance. Checks of unsuccessful proposers will be returned. If the successful Proposer fails to satisfy all pre-work requirements or commence work after award, that Proposer shall forfeit this security deposit. Cameron County shall retain it as liquidated damages.

Tab 5 – Price Proposal

Proposer shall provide a detailed breakdown of the total project cost

Tab 6 - Security (Performance Bond)

The selected Proposer, within 30 days of the time of the execution of the Construction Agreement, shall furnish the County with a valid security (performance) deposit for the amounts detailed in Construction Agreement.

Tab 7 - Time Frame

Describe the time frame for proposed construction of improvements of the proposed emergency generator upgrade.

Project commencement date (number of months after construction contract is approved by the Cameron County Commissioners Court.) Project completion date (emergency generator in working/running conditions).

Tab 8 – Changes / Deviations

Requested changes to Construction Agreement

List any requested changes to the draft construction Agreement. Each requested change shall reference the lease article and page number. All terms and conditions in the Draft Construction Agreement are final unless any requested changes are approved and agreed upon. The County has the right to negotiate the terms and conditions with the selected Proposer.

Deviations to terms, conditions and specifications

Any deviations from the terms, conditions and technical specifications and/or schematic drawings listed herein must be clearly indicated; otherwise, it will be considered that the RFP offered is in strict compliance with

these specifications and the successful Proposer will be held responsible.

Tab 9 - References - Mandatory

Complete & include **Attachment A** three (3) references page. References to include (3) three business/Commercial references and one (1) creditor or bank.

Tab 10 - All other information required by this RFP

(Please note if applicable: All design documents must be reviewed and approved by Cameron County prior to any construction. It is the responsibility of the selected Proposer to obtain and comply with all permits, licenses and authorizations as may be applicable from all governing agencies having jurisdiction over the construction site/building).

Proposer must submit the following documents after contract award:

- Insurance documentation within ten (10) days from execution of the contract.
- Payment and Performance Bonds.
- Permits.
- All other information required in this RFP

Tab 11 - Acknowledgment of compliance with the American Rescue Plan Act of 2021 (ARPA)

Please see Appendix A “ FHWA 1273” & Appendix B “Super Circular- Procurement Standards 2 CFR Parts 200.317 – 200.327”

Deviations

All Proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the Proposer by the specifications. Such deviations must be stated upon the RFP Form; otherwise Cameron County will consider the subject Proposals as being made in strict compliance with said specifications to Proposers, the Proposer being held therefore accountable and responsible. Proposers are hereby advised that Cameron County will only consider Proposals that meet the exact requirements imposed by the specifications; except, however, said Proposals may not be subject to such rejection where, at the sole discretion of Cameron County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the RFP such that an advantage or benefit is gained to the detriment of the other Proposers.

Records & Right to Audit

The Proposer shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The Proposer shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the Concession Agreement and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other authorized entities.

Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Concession Agreement as the result of changes in law and/or Ordinances of Cameron County to impose new rules and regulations on the Proposer under the Concession Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Proposer notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Proposer. In the event any future change in Federal,

State or County law or the Ordinances of Cameron County materially alters the obligations of the Proposer, or the benefits to the County, then the Concession Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Proposer, then the Proposer or the County shall be entitled to an adjustment in the rates and charges established under the Concession Agreement. Nothing contained in the Concession Agreement shall require any party to perform any act or function contrary to law. The County and Proposer agree to enter into good faith negotiations regarding modifications to the lease which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Concession Agreement, the County and the Proposer shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Proposer directly and demonstrably due to any modification in the lease under this clause.

Right to Require Performance

- a. The failure of the County at any time to require performance by the Proposer of any provision hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

- a. In the event of failure of the Proposer to deliver services in accordance with the lease terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Proposer responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

NON-PERFORMANCE

- a. Time is of the essence in this contract and failure to deliver the services specified shall be considered a default.

- b. In case of default, the County may procure the services from other sources and hold the Proposer responsible for all costs occasioned there by and may immediately cancel the contract.

SPECIAL PROVISIONS

- a. PUBLIC ENTITY CRIMES - Any person submitting a RFP or RFP in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Texas Statutes, on Public Entity Crimes. Prior to RFP award, the recommended Proposer may be required to submit a sworn statement attesting to compliance with said statute.

- b. PERMITS AND LICENSES - The Proposer agrees to secure all necessary licenses and permits prior to award and agrees to comply with all Federal and State laws, and

Minor Irregularities

The County reserves the right to waive minor irregularities in RFP's, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Proposer an advantage or benefit not enjoyed by other Proposers.

Governing Laws

Except to the extent Federal law is applicable, the laws and regulations of the State of Texas, and the County of Cameron, Texas, shall govern the interpretation, effect, and validity of any contract(s) resulting from this RFP. Venue of any court action shall be in Cameron County. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

INSURANCE AND LIABILITY

During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- a. Name County as additional insured, as its interests may appear,
- b. Provide County a waiver of subrogation,
- c. Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance,
- d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Cameron County. All insurance policies shall be issued by insurers licensed to do business in the State of Texas and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.,
- e. Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Proposer and/or subcontractor providing such insurance, and
- f. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$500,000.00

General Liability (Including Contractual Liability):

Bodily Injury (Per occurrence)	\$5,000,000.00
Bodily injury Aggregate	\$10,000,000.00
Property Damage (Per occurrence)	\$5,000,000.00
Property Damage Aggregate	\$10,000,000.00
Fire Damage	\$5,000,000.00
Medical Expense (Anyone (1) person)	\$5,000,000.00

Excess Liability:

Umbrella Form Not Required

Worker's Compensation: Statutory.....

g. INDEMNITY

The Proposer covenants and agrees that it will indemnify and hold harmless the COUNTY and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Proposer during the performance of the contract, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither the Proposer nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents, or employees.

d. PROTECTION OF PERSONS AND PROPERTY

- 1) The Proposer will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.
 - 2) The Proposer will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Proposer will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.
- i. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole
- j. PROPOSERS may, at the COUNTY'S request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of Certificates of Insurance Coverage(s), prior to award of the Contract.

RFP Title _____

Proposer's Name _____

Date: _____

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

THIS FORM MUST BE RETURNED WITH YOUR RFP.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

***THIS FORM MUST BE RETURNED WITH YOUR RFP
BANK OR CREDITOR REFERENCES***

REFERENCE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (up thru RFP award date), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer:

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20_____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer” refers to a person who is not a resident.

“Resident Proposer” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident
(Company Name)
Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

Print Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED PROPOSER PRESENTATIONS OR PROPOSER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE ASST. AUDITOR / PURCHASING DEPARTMENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS BID.

01. Has any individual with the firm submitting this Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Assistant County Auditor/Purchasing Officer?

02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioner’s court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer’s Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector’s Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s: Real Estate Personal Property

01. Is the person or the firm submitting this RFP current with all local and State taxes?

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the Proposer certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Company name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this RFP Response.

THIS FORM MUST BE RETURNED WITH YOUR RFP

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number _____

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

CITY STATE ZIP VOICE PHONE

and if applicable its Federal Employee Identification Number (FEIN) is: _____

(INDICATE WHICH STATEMENTS APPLY)

_____ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

_____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**

_____ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

AUTHORIZED SIGNATURE

(Printed Name) (Title)

Sworn to and subscribed before me this _____ day of _____, _____.

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

Notary Public State of _____, County of _____ My commission expires _____

(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

THIS FORM MUST BE RETURNED WITH YOUR RFP

Architects, Engineers, Construction

The applicant certifies, to the best of his or her knowledge and belief, that the information noted below for it and its principals are accurate:

- a. List all previous law suits with Public entities and the results of such suits over the past 7 years.

- b. List all projects that have exceeded Budget, what % over budget and why – over the past 5 years.

- c. List all projects that have exceeded the project completion due date, how many days over and why – over the past 5 years.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

(attach pages if necessary due to space limitations)

Certification

Regarding Resolution Requiring Minimum Wage Rate

As is required by Resolution No. 2008R12092:

A RESOLUTION IN SUPPORT OF MAINTAINING A HIGHER MINIMUM WAGE REQUIREMENT FOR ALL CONTRACTORS DOING WORK FOR CAMERON COUNTY

the applicant (Bidder) certifies, to the best of his or her knowledge and belief, that the Prime Contractor and Subcontractor contracts shall explicitly include a **minimum wage of \$8.50 per hour for all full time and part time employees** hired by the prime and subcontractors for any and all work performed for Cameron County in this Bid.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3. Name of local government officer about whom the information is being disclosed.</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center;">Name of Officer</p>	
<p>4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ, as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <hr/> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
<p>5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6. <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7.</p>	
<p>Signature of vendor doing business with the governmental entity</p>	<p>Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

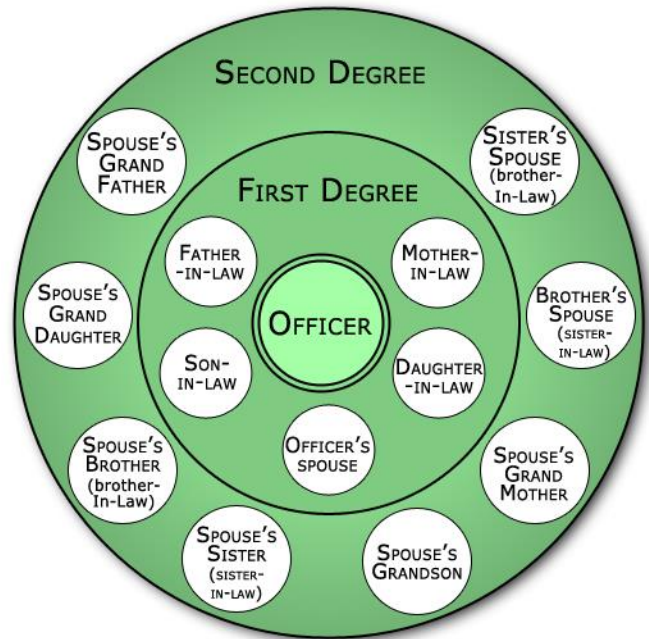
(C) of a family relationship with a local government officer.

NEPOTISM CHART

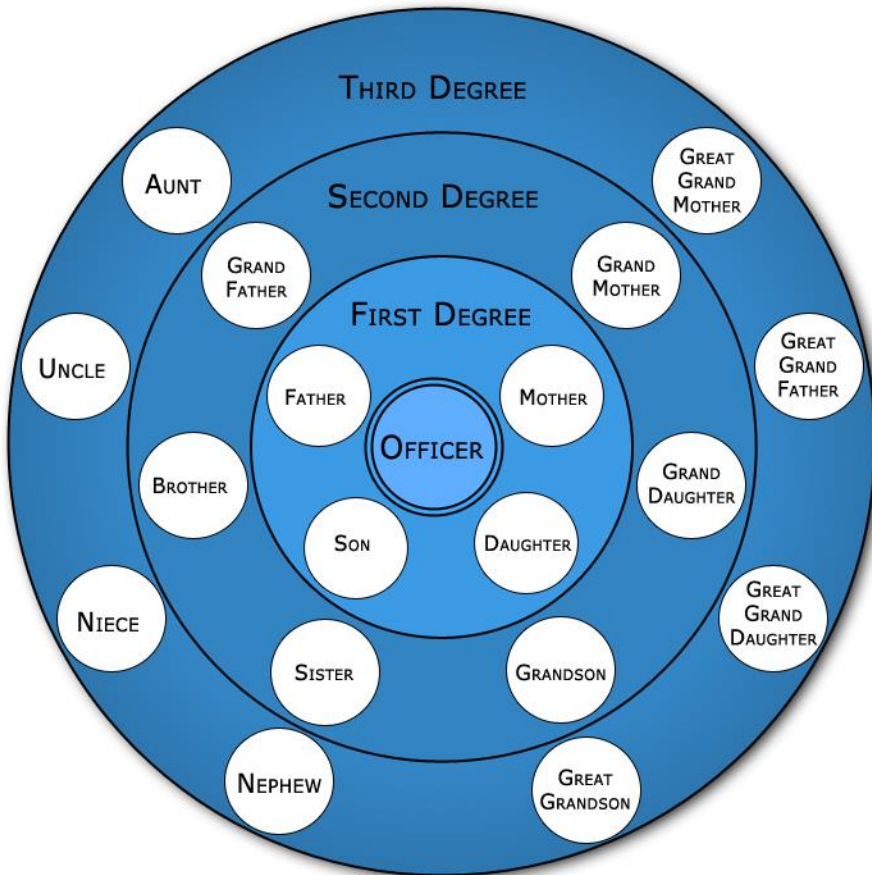
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP Relationship by Marriage



CONSAQUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFP
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK’S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER’S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

- 1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

DISCLOSURE OF INTERESTS (CONTINUED)

- a) For purpose of this chapter, a person has a substantial interest in a business entity if:
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
 (Type or Print)

Signature of Certifying Person: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL



HOUSE BILL 89 VERIFICATION (REVISED)

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____ Date: _____

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

EXEMPTIONS APPLY TO THE FOLLOWING:

- between a governmental entity and a company with less than 10 full-time employees*
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

THIS FORM MUST BE RETURNED WITH YOUR RFP

**SUBCONTRACTOR LIST – THIS COMPLETED LIST MUST BE SUBMITTED WITH PROPOSAL OR EMAILED NOT LATER THAN 24 HOURS AFTER PROPOSAL OPENING –
Email to purchasing@co.cameron.tx.us and to Dannv.cillarreal@co.cameron.tx.us**

TRADE: MECHANICAL

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: ELECTRICAL

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: FIRE ALARM

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: PLUMBING

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: SITWORK

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: POLISHED CONCRETE FINISHING

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: STRUCTURAL CONCRETE

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: MASONARY

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: STRUCTURAL STEEL

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: LANDSCAPING

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: SHEET METAL

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: PAINTING

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: WOOD FRAMING

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: DOORS AND HARDWARE

COMPANY NAME: _____

CONTACT PERSON: _____

TRADE: HVAC

COMPANY NAME: _____

CONTACT PERSON: _____

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

SANTA ROSA PARK IMPROVEMENTS – PHASE II
RFP # 230702

GENERAL TERMS & CONDITIONS (Requests for Qualifications (RFP))

ADDENDA: If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

ADVERTISING: Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

AWARD: Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or Proposer for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified Proposers will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and

reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

DISQUALIFICATION OF PROPOSER: Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
 - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
 - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than

its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE: The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

-WARRANTY ITEMS/PRODUCTS: Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the

Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

SAFETY WARRANTY: As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

LATE RESPONSES: RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Proposer must meet all Federal and State OSHA requirements.

REMEDIES: The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

OTHER TERMS: The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

EXHIBIT 1

REQUIRED CONTRACT CLAUSES FOR CONTRACTS UNDER FEDERAL AWARD

2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: **2 CFR §§200.317-200.327** of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020]. <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#subject-group-ECFR45ddd4419ad436d> *See Appendix "B"*

As a non-Federal entity, the County of Cameron's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Cameron for any contract resulting from this procurement process.

1. Remedies.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must

address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

- c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material (“Applicable Law”). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Cameron, Texas.

2. Termination for Cause and Convenience.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, B.
- c. Statement. Termination. County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County’s sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Cameron’s case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Cameron shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess

of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity.**

a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.

b. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “*federally assisted construction contract*” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

c. **Key Definitions:**

(1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. **Statement:** Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event

a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. **Davis Bacon Act and Copeland Anti-Kickback Act.**

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**
- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed

in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. **Contract Work Hours and Safety Standards Act.**

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 2 C.F.R. Part 200, Appendix II, E.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

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

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The County of Cameron shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, F.

- c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the County of Cameron, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act.

- a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.

- b. Statement: Included in contracts as provided in section “7a” above.
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the

County of Cameron will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, H; and Chapter IV, 6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General.

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov See 2 C.F.R. § 180.530; Chapter IV, 6.d and Appendix C, 2.

In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.

(3) The contract is for Federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state City serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. **Byrd Anti-Lobbying Amendment.**

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any

Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, 6.c and Appendix C, 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification

for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned Contractor, _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.

- b. Standard. A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People’s Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of “Affiliate” can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

- c. Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the

meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause

(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preferences for Procurements

- a. Applicability: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.

b. Standard. As appropriate, and to the extent consistent with law, Non-Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, L

c. Statement. The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

1. Changes.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- b. Statement. The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

2. Access to Records.

- a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

- b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements applies to this contract:

- (1) The contractor agrees to provide the City of Concord, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

3. DHS Seal, Logo, and Flags.

- a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, XXV (2013).

- b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval.”

4. Compliance with Federal Law, Regulations, and Executive Orders.

- a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.
- b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

5. No Obligation by Federal Government.

- a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Cameron in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name:

Printed Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

Appendix A

FHWA 1273

I. General

II. Nondiscrimination III. No segregated Facilities
FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final

- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions:

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA 1273 format and FHWA program requirements.

1. Minimum wages

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

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(ii) The classification is utilized in the area by the construction industry; and

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

Appendix B

Super Circular – Procurement Standards 2 CFR Parts 200.317 – 200.327

Procurement Standards <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#subject-group-ECFR45ddd4419ad436d>

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[[85 FR 49543](#), Aug. 13, 2020, as amended at [86 FR 10440](#), Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases -**

(i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;
- (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
- (C) For public institutions, a higher threshold consistent with State law.

(v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases** -

(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

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

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

Code of Federal Regulations

Subpart D – Post Federal Award Requirements

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D>

Subpart D [Post Federal Award Requirements](#) 200.300 – 200.346

- § 200.300 [Statutory and national policy requirements.](#)
- § 200.301 [Performance measurement.](#)
- § 200.302 [Financial management.](#)
- § 200.303 [Internal controls.](#)
- § 200.304 [Bonds.](#)
- § 200.305 [Federal payment.](#)
- § 200.306 [Cost sharing or matching.](#)
- § 200.307 [Program income.](#)
- § 200.308 [Revision of budget and program plans.](#)
- § 200.309 [Modifications to Period of Performance.](#)

[Property Standards](#) [200.310 – 200.316](#)

- § 200.310 [Insurance coverage.](#)
- § 200.311 [Real property.](#)
- § 200.312 [Federally-owned and exempt property.](#)
- § 200.313 [Equipment.](#)
- § 200.314 [Supplies.](#)
- § 200.315 [Intangible property.](#)
- § 200.316 [Property trust relationship.](#)

[Procurement Standards](#) [200.317 – 200.327](#)

- § 200.317 [Procurements by states.](#)
- § 200.318 [General procurement standards.](#)
- § 200.319 [Competition.](#)
- § 200.320 [Methods of procurement to be followed.](#)
- § 200.321 [Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.](#)
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[Performance and Financial Monitoring and Reporting](#) [200.328 – 200.330](#)

- § 200.328 [Financial reporting.](#)
- § 200.329 [Monitoring and reporting program performance.](#)
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[Subrecipient Monitoring and Management](#) [200.331 – 200.333](#)

- § 200.331 [Subrecipient and contractor determinations.](#)
- § 200.332 [Requirements for pass-through entities.](#)
- § 200.333 [Fixed amount subawards.](#)

[Record Retention and Access](#) [200.334 – 200.338](#)

- § 200.334 [Retention requirements for records.](#)
- § 200.335 [Requests for transfer of records.](#)
- § 200.336 [Methods for collection, transmission, and storage of information.](#)
- § 200.337 [Access to records.](#)
- § 200.338 [Restrictions on public access to records.](#)

[Remedies for Noncompliance](#) [200.339 – 200.343](#)

- § 200.339 [Remedies for noncompliance.](#)
- § 200.340 [Termination.](#)
- § 200.341 [Notification of termination requirement.](#)
- § 200.342 [Opportunities to object, hearings, and appeals.](#)
- § 200.343 [Effects of suspension and termination.](#)

[Closeout](#) [200.344](#)

- § 200.344 [Closeout.](#)

[Post-Closeout Adjustments and Continuing Responsibilities](#) [200.345](#)

- § 200.345 [Post-closeout adjustments and continuing responsibilities.](#)

[Collection of Amounts Due](#) [200.346](#)

- § 200.346 [Collection of amounts due.](#)

RFP PROPOSAL FORM
(GENERAL CONTRACT)

Project: Cameron County Santa Rosa Park Improvements Construction Phase II
Place: Cameron County Purchasing Department, 1100 E. Monroe Street 3rd
Floor, **Attention: Mr. Roberto C. Luna, Interim Purchasing Agent**
Due Date: **August 1, 2023**
Time: Before 3:00 p.m.

1. Pursuant to and in compliance with the RFP and the proposed Contract Documents, prepared by Architect Gomez Mendez Saenz, Inc. relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda, thereto, including furnishing of any and all labor and materials for all roofing, for the following sum of money:

A: **BASED PROPOSAL:**

All labor, materials, services and equipment, necessary for completion of the work shown on the drawings and described in the specifications.

DOLLARS (\$))

Same in Words: _____

B. **PROPOSAL ALTERNATES:**

All labor, materials, services and equipment, necessary for completion of the work shown on the drawings and described in the specifications.

1. Construction of (3) Fabric Shade Structures: DOLLARS (\$))

Same in Words: _____

2. Baseball Field Light Replacement, as noted on MEP Drawings. DOLLARS (\$))

Same in Words: _____

2. If awarded this Contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage, with the Owner for the entire work as per the Contract Documents within 5 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of Thirty (30) days from the above date.
3. Contractor shall be substantially completed within _____ calendar days.
4. Enclosed is a Certified Check or Responders Bond in the amount of \$ _____ compliance with the specification requirements. (5% of the highest amount proposed).

RFP # 230702 SANTA ROSA PARK IMPROVEMENTS CONSTRUCTION PHASE II

The above check or Responders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

5. The undersigned agrees to the following:

- A. To furnish all materials as shown and specified in the plans and specifications.
- B. To start work 5 days after notice of award of contract.
- C. To work _____ working days per week.

6. The full amount of all allowances as specified in the General Requirements, Division 1, of the specifications, in the Base Proposal price shown.

7. Receipt is acknowledged of the following addendas:

No.	Dated	No.	Dated
No.	Dated	No.	Dated

8. Responder agrees that the Owner has the right to accept or reject any or all proposals and to waive all informalities.

Respectfully submitted,

By: _____ Date _____
Signature

Title: _____

Business Address: _____

(Seal - if Responder is a corporation)

CAMERON COUNTY
REQUEST FOR COMPETITIVE SEAL PROPOSAL (RFP)
RFP # 230702
SANTA ROSA PARK IMPROVEMENTS – PHASE II

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, AND _____, as SURETY are held and firmly bound unto hereinafter called the OWNER _____ Dollars, (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid,

dated, 202____, for _____.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within then (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work of supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ____ day of _____ 20____, the name and corporate seal of each corporate party being here to affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ATTEST:

BY: _____

BY: _____
Affix Corporate Seal

ATTEST:

BY: _____

BY:
Affix Corporate Seal

Countersigned

BY: _____

Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,
Secretary of the Corporation named as Principal in the within bond; that _____,
who signed the said bond on behalf of the Principal was then _____ of said
corporation; that I know his signature, and his signature there to is genuine; and that said bond was duly signed,
and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title _____

Power-of-Attorney for person signing for surety company must be attached to bond.

CAMERON COUNTY
REQUEST FOR COMPETITIVE SEAL PROPOSAL (RFP)
RFP # 230702
SANTA ROSA PARK IMPROVEMENTS – PHASE II

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that _____
(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and
(Corporation/Partnership)

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto _____
(Name of Recipient)

hereinafter called OWNER, in the penal sum of \$ _____ dollars and _____ cents
in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves,
successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract
with the OWNER dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part
hereof for the construction of:

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ dollars and _____ cents in lawful
money of the United States, for the payment of which sum well and truly to be made we bind ourselves,
successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the OWNER dated the _____ day of _____, 20__, a copy of which is hereto attached and made
a part hereof for the construction of:

RFP # 230702 SANTA ROSA PARK IMPROVEMENTS – PHASE II

NOW THEREFORE , if the Principal shall promptly make payment to all persons, firms, SUB-

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

PROVIDED, FURTHER that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the WORK to be performed or the SPECIFICATIONS accompanying the same in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the SPECIFICATIONS

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

IN WITNESS WHEREOF, this instrument is executed in _____ parts,
(Number)
one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST: _____
(Principal)

_____ BY _____ (s)
(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST: _____
(Surety)

_____ BY _____
(Witness as to Surety) (Attorney in Fact)

(Address) (Address)

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**CAMERON COUNTY
REQUEST FOR COMPETITIVE SEAL PROPOSAL (RFP)
RFP # 230702
SANTA ROSA PARK IMPROVEMENTS – PHASE II**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that _____
(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and
(Corporation/Partnership)

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto _____
(Name of Recipient)

hereinafter called OWNER, in the penal sum of \$ _____ dollars \$ _____ cents
in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves,
successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the OWNER dated the _____ day of _____, 20__, a copy of which is hereto attached and made a
part hereof for the construction of:

RFP # 230702 SANTA ROSA PARK IMPROVEMENTS – PHASE II

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully
perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and
effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or the WORK to be performed thereunder
or the SPECIFICATIONS accompanying the same in any way accompanying the same 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, this instrument is executed in _____ parts,
(Number)
one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST: _____ (Principal)

(Principal Secretary)

(Witness as to Principal)

(Address)

ATTEST:

(Witness as to Surety)

(Address)

BY: _____

(Surety)

BY: _____

(Attorney in Fact)

(Address)

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**CAMERON COUNTY
REQUEST FOR COMPETITIVE SEAL PROPOSAL (RFP)
RFP # 230702
SANTA ROSA PARK IMPROVEMENTS – PHASE II**

STATEMENT OF RESPONDER'S QUALIFICATIONS

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

Name of Bidder: _____ Date Organized: _____

Address: _____ Date Incorporated: _____

Number of years in contracting business under present name _____

Contracts on Hand:

Contract	Amount \$	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

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

Project	Amount \$	Mo./Yr. Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for this contract:

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

Credit available: \$ _____ Bank reference: _____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any and all information requested by the _____ for verification of the recitals comprising this Statement of Responders Qualifications.

Executed this _____ day of _____, 20_____.

By: (signature) _____ Title: _____

(print name) _____

CAMERON COUNTY
REQUEST FOR COMPETITIVE SEAL PROPOSAL (RFP)
RFP # 230702
SANTA ROSA PARK IMPROVEMENTS – PHASE II

SPECIAL INSURANCE CONDITIONS OF THE AGREEMENT

The following minimum limits of insurance coverage will be required:

CONTRACTOR shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the Company with full policy limits applying but not less than as stated. A Certificate evidencing the required insurance and specifically quitting the indemnification provision set forth in this agreement shall be delivered to the Company prior to commencement of the work and shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects the Company's interest therein until the Company has received 30 days' notice in writing of such change or cancellation.

- (1) **Workman's Compensation Insurance** as required by laws and regulations applicable to and covering employees of **CONTRACTOR** engaged in the performance of the work under this agreement.
- (2) **Employer's Liability Insurance** protecting **CONTRACTOR** against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master/servant relationship with a limit of not less than \$100,000.
- (3) **Comprehensive General Liability Insurance** including products/completed operation with limits of liability of not less than: Bodily Injury \$500,000. each Person, \$500,000. each occurrence/aggregate; Property Damage \$500,000. each occurrence/aggregate. OR Combined Coverage limit \$5,000,000.
- (4) **Automobile Liability Insurance** including non-owned and hired vehicle coverage with limits of liability of not less than: Bodily Injury \$250,000. each Person, \$500,000. each occurrence; Property Damage \$250,000. each occurrence.
- (5) **Excess Liability Insurance** Comprehensive General Liability, Comprehensive Automobile Liability and coverage afforded by the policies described above, with minimum limits of \$500,000. excess of the specified limits.
- (6) **Builder's "All-Risk Insurance"** protecting the respective interest of Company and **CONTRACTOR** and its "Field Sub-contractors" covering loss or damage during the course of construction of the project described in this agreement and all property at the job site or in transit thereof which shall become a part of such project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

A RESOLUTION IN SUPPORT OF MAINTAINING A HIGHER MINIMUM WAGE REQUIREMENT FOR ALL CONTRACTORS DOING WORK FOR CAMERON COUNTY.

Whereas, Cameron County, Texas, has in recent years shown unprecedented growth and experienced increasing cost of living expenses; and

Whereas, there exists within Cameron County, and particularly among the elected officials, a desire to improve the living conditions and income potential of the members of the local work force; and

Whereas, the Cameron County Commissioners' Court desires to provide an opportunity for an increase in the standard of living for employees in our area; and

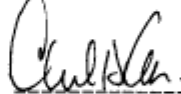
Whereas, the Cameron County Commissioners' Court desires to continue awarding contracts to contractors who support their workers;

Cameron County Commissioners' Court does hereby pass this resolution to demonstrate support for an increase in the minimum wage of all workers employed by the contractors doing work for the County of Cameron;

Now therefore, the Cameron County Commissioners' Court hereby resolves to establish a minimum wage requirement for all contractors bidding on and being awarded contracts for goods or services to be provided to the County of Cameron,

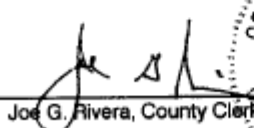
THEREFORE, UPON THE PASSAGE OF THIS RESOLUTION, IT IS HEREBY DECREED, ORDAINED AND RESOLVED that the County of Cameron, Texas will require that all prime and subcontractor contracts explicitly include a minimum wage of \$8.50 per hour for all full time and part time employees hired by prime and subcontractors who bid for and perform all types of contractual work for the County.

Done on this the 16th day of December, 2008



Carlos Cascos
County Judge

Attested by:


Joe G. Rivera, County Clerk



Cameron County – Purchasing Manual

XII PROCUREMENTS SUBJECT TO FEDERAL FUNDING

12.01 Additional Standards. In addition to the procedures specified elsewhere in this Purchasing Manual, which are incorporated herein by reference, the County shall abide by the following purchasing procedures applicable to procurements that are subject to federal funding as referenced in 2 CFR 200: Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards (Uniform Guidance), which is hereby incorporated by reference. These procedures are in addition to all other relevant procedures in this Purchasing Manual, except that in the event of a conflict these procedures will control if a purchase is made using federal funds.

12.02 Background. The United States Office of Management and Budget (OMB) Issued the Uniform Guidance, which reforms rules applicable to entities receiving federal grant funding by streamlining and superseding eight OMB circulars (A-21, A-87, A-122, A-110, A-102, A-133, A-50 and A-89). The new procurement standards are found in Subpart D: Post Federal Award Requirements: 2 CFR §200.317 through §200.327

12.03 Compliance Requirements -Procurement. The following is an overview of the procurement standards and procedures applicable when procuring property and services under a Federal award in accordance with 1 CFR §200.317 through §200.327, which are hereby incorporated by reference.

12.03.1 The County, as a non-Federal entity other than a State, will follow §§ 200.318 General procurement standards through 200.327 Contract provisions. [See §200.317].

12.03.2 Procurement Procedures: The County will use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurement conform to applicable Federal statutes and the procurement requirements identified in 2 CFR part 200. [See §200.3/8(a)] When preparing a federally funded contract, the County Purchasing Dept., Planning Dept., and County Attorney will review the required federal clauses in Appendix II and make sure that all clauses required for the contract is included.

12.03.3 Conflicts of Interest/Standards of Conduct: The County will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarded and administration of contracts. In addition to the following the County incorporates standards referenced above and Standards of Conduct in applicable County Personnel Manuals. [See §200.318(c)].

a No employee, officer, or agent may participate in the selection, award, or administration of contracts supported by Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Addressed in County's Bids, RFP 's, RFQ 's (Attachment B-No*Collusion Affidavit), (Attachment G-Conflict of Interest Questionnaire) Purchasing Manual (Ethics Policy) [See §200.318(c)(J)].

b Officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the County may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. If this is done these standards will be promulgated like other County policies and procedures. Addressed in County's Bids, RFP 's, RFQ 's (Attachment B -Non- Collusion Affidavit), (Attachment G – Conflict of Interest Questionnaire, Attachment H-Disclosure of Interest Questionnaire) Purchasing Manual (Ethics Policy) {See §200.318(c)(I)}.

c If the County has an affiliate or subsidiary organization that is not a government entity, the County will also maintain written standards of conduct concerning organizational conflicts of interest arising from its relationship with the affiliate or subsidiary.

d The County will disclose any potential conflicts of interest in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. [See 2 CFR §200.112). Additionally, the County will disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Further, if applicable, the County will make post-award reports as provided by Appendix XII to Part 200.

e. *Violations of this policy may result in disciplinary action consistent with County disciplinary policy, including but not limited to dismissal. Further, violations may be referred to the appropriate law enforcement agency for investigation and possible prosecution.*

12.03.4 Oversight: Once the Contract is awarded, oversight must be maintained to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. County Contract monitor will be utilized to track and perform quantity and quality control responsibilities in monitoring role towards compliance verification. [See §200.318(b)].

12.03.5 All proposed procurement actions shall be reviewed to avoid the purchase of unnecessary or duplicative items as stated in Independent Procedure IP "Prevention of Unnecessary and Duplicative Purchases".

Where applicable, consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Review of all potentially related consolidation insourcing of items towards economy of scale.

Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach County will consider leasing of items whenever determined to be more cost effective versus purchase of items which are not necessarily required beyond the immediate or project related intended use. [See §200.318M]

12.03.06 The County may enter into state and local intergovernmental agreement. or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. County will explore interlocal agreement option with other entities towards sharing of goods and services in an effort to reduce overall cost. The County also approved Resolution 20/9R2007 on February 5, 2019. [See §200.318(e)]

12.03.07 Federal excess and surplus property may be used in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. State and Federal Surplus sites will be reviewed for potential adaptations to meet project needs. [See §200.318(f)]

12.03.08 Deliberately omitted.

12.03.09 Contracts should be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources, as well as whether the contractor is suspended or debarred receiving federal funds. (See Bids, RFP's, RFQ's Attachment F- Certificate Regarding Debarment, Suspension Ineligibility, Attachment F-2-Sworn Statement of Debarment, Attachment F-3 -Architects, Engineers, Construction Performance, Attachment I-House Bill 89 Verification, Texas Ethics Commission Form 1295) [See §200.318(h)].

12.03.10 The County will maintain records sufficient to detail the history of procurement. The County's Records Retention Policy as adopted by Commissioners Court and presented by the County Clerks Dept. (Official Records Manager for the County) - Purchasing Bids, RFP's, RFQ's, and contracts is five (5) years (in accordance with §200.318(i)).

12.03.11 The County may not enter a contract with time and materials based pricing unless there is a not-to-exceed clause and the Purchaser determines that other fee structures are not suitable.

12.03.12 The County alone shall be responsible for all contractual and administrative issues arising out of procurements in accordance with good administrative practice and sound business judgment. County Civil legal Division will coordinate these matters as they arise. County protest procedures apply to Bid, RFP's, RFQ's and written quotations. Once a contract has been executed, any disputes are dealt with at the time they arise. County Civil legal Department addresses contract disputes on behalf of the County.

12.3.13 Discounts, transportation costs, or life cycle costs will only be considered when they are specified in the bidding documents. These will only be considered when specified in the bidding documents. These are not considered if not specified in the Bid /RFP documents.

12.04 Competition. *All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 2 CFR §200.319. Note 12.06 below identifies sources towards maximizing competitive solicitations. Purchasers will review all Bid specifications and requirements towards eliminating unduly restrictive requirements.*

12.04.01.01 In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurements.

12.04.01.02 The County will avoid the following actions in procurement of goods and services:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;*
- (2) Requiring unnecessary experience and excessive bonding;*
- (3) Noncompetitive pricing practices between firms or between affiliated companies;*
- (4) Noncompetitive contracts to consultants that are on retainer contracts;*

- (5) Organizational conflicts of interest;
- (6) Except where required and justified as a sole source purchase, Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process. §200.319(a)

12.04.02 Geographical Limitation: Unless specifically excepted as provided in 2 CFR §200.319(b), the County will not impose state or local geographical preferences in the evaluation of bids or proposals for federally funded contracts.

12.04.03.01 Contract solicitations: Purchaser shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Detailed specifications and materials (product description must be clearly identified).

12.04.03.02 Contract solicitations shall specify all requirements which the potential vendors must fulfill to submit bids or proposals, and identify all other factors to be used in evaluating bids or proposals. Scoring criteria shall be utilized in evaluation and analysis of Proposals.

12.04.04 All prequalified lists of persons, firms, or products which are used in acquiring goods and services shall be kept current and include enough qualified sources to ensure minimum open and free competition, and potential bidders will not be precluded from qualifying during the solicitation period [See §200.319(d)]. County Purchasing Department shall maintain and update Bidders List. See 12.06 below.

12.05 Methods of Procurement with Federal Funds. The County will use one of the following five procurement methods as discussed in 2 CFR §200.320 when making purchases with federal funds. Should State or local procurement requirements applicable to a purchase being made with federal funds be more restrictive than Federal requirements, the more restrictive requirements or methods will be followed. The type of procurement process to use will depend on the cost and type of services or item(s) being purchased.

Micro-purchase = County under \$500 - No quotations or competitive process required – Vendors for purchases under \$500 shall be rotated – requisition and Purchase Order required. (Travel regulations and Gas purchases included..)

Small purchase procedures - informal Bids = County \$500 to \$14,999 and Commissioners Court approval \$15,000 to \$24,999 - Three written quotations required, requisition, Purchase Order. Sealed Formal

Bids = \$25,000 and more unless exception applies

Competitive proposals = County proposal process for Professional Services, IT & High Tech and Commissioners Court approved instances of projects not suitable for detailed specifications.

Request for Qualifications = Qualifications based on price proposals (Engineering & Architecture, Land Surveying, Professional services. Cameron County follows the Professional Services Procurement Act Govt. Code ch 2254 Subch A

Non-competitive proposals, Sole Source - under \$15,000 Sole Source letter Department Head, Vendor, Purchasing Agent. Commissioners Court approval required \$15,000 to include Sole Source letter Department Head, Vendor, Purchasing Agent.

Emergency Purchases over \$15,000 requires Commissioners Court approval/ratification whenever time is crucial in preventing an escalating health and safety concern or preventing a crucial incident as per Texas State Statute 262.024

Special & Discretionary Purchases as per Texas State Statute 262.024. For procurement of Federally funded land surveying Cameron County will contact the federal awarding agency or pass-through entity (TCEQ), for RESTORE projects to request authorization for noncompetitive procurement under 2 CFR 200.320(c)(4).

Personal service - as per

Under the Micro-Purchase dollar threshold rotation of available vendors will be utilized

Over the Micro-Purchase dollar threshold will comply with State of Texas, Local Government Code Ch 262.024 (a) (4).

12.06 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. The County takes all necessary affirmative steps (and will include in all related contracts language towards Contractor Certification of Small, Minority, or Women Business ownership - when possible) as described in §200.321 to assure minority businesses, Women's Business Enterprises, and labor surplus are used when possible. The County utilizes the following sites towards outreach for County Bidding opportunities for Small, Minority, Women Businesses: U.S. Small Business Administration, ESBD State of Texas Bid Posting Site, Associated General Contractors, Dodge Reports, Reed Construction Data, Texas Smart Buy Electronic State Business Daily Search (ESBD). Bk/Net, MWBE@texas.agriculture.gov, Coop Vendors list, County Current Bidders list. (County will require Prime Contractors to follow all of the affirmative steps when Prime Contractor will be letting sub-contracts. The requirements for Prime Contractors as laid out by the County will be targeted towards creating maximum participation for small, minority, and women's business enterprises as follows: will be on the solicitation list and will be notified when they are potential sources, will divide total requirements when economically feasible into smaller tasks or quantities, establish delivery schedules as requirements permit, contact the agencies as listed above as an outreach network towards attracting these types of businesses. This information will also be included in all contracts.) County utilization of/Section 3/ HUD (see Purchasing Website) addresses Davis-Bacon, Equal Employment, Vicinity Hiring Preference, Economic Opportunities, HUB, SBA, Local Vendor, and MWBE requirements.

12.07 Procurement of Recovered Materials. The County and (where applicable) its contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. {See §200.322}.

County will (as per EPA 40CFR part 247) procure only items containing highest percentage of recovered materials practicable and allow for satisfactory competition based on the \$10,000 year threshold. County will establish affirmative procurement program for recovered materials.

12.08 Contract Cost and Price. The County will abide by the provisions of §200.324 (as required under County Resolution #20/90R2009), including, but not limited to performing a cost or price analysis and negotiating profit as discussed therein

12.8.1 Negotiation Based on Cost Estimates; Negotiation of Profit. In negotiating a contract price based on a cost analysis, the County will require that all estimated costs used to develop the negotiated price must be allowable costs under 2 CFR Part 200. Subpart E. A comparison between estimated costs and current customary market pricing will be analyzed in an effort to establish allowable cost and ultimately establish negotiated pricing. The County will also require that the profit element be negotiated separately, whether it is included as a separate price element or whether it is rolled into a lump sum price (or similar fixed price). Profit margin will also be compared relative to comparable current market rates to assess potential variances. This cost analysis will be achieved through verification of previous similar purchases, comparison with other public entities, recommendations from professional consultants or project Engineer, or data research (ie: Smart Procure) similar to the specific type of procurement. In addition and in order to establish a fair and reasonable profit, the County will also consider the contractor's risk and investment, complexity of work to be performed, level of subcontracting, quality and track record of previous performance, and industry profit rates in the approximate SMSA/geographic area/or similar work. At the outset independent estimates will be obtained by the County before receiving Bids or Proposal this also applies to all sole source purchases. All estimates must be allowable subject to analysis as per conditions noted above.

12.8.2 Cost Plus Percentage of Cost Prohibited. The County will not enter into a cost plus percentage of cost contract, or a cost plus percentage of construction cost contract. (as per 200.324 d) Engineer and County will examine all Change order pricing as submitted. Profit margin will not be determined based on a percentage of cost and percentage of construction cost methods of contracting must not be used. Costs based on estimated costs of contracts under Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E Cost Principles of this part. County will reimburse Contractor's Direct and indirect Costs plus a Fixed fee for the project.

12.9 Contract Provisions. Pursuant to §200.327 the County will include in all federally-funded contracts, the applicable provisions described in Appendix 11 to 2 CFR Part 200 - Contract Provisions for non-Federal Entity Contracts under Federal Awards. When preparing a federally funded contract the County Purchasing Dept., Planning Dept., and County Attorney will review the required federal clauses in Appendix 11 and make sure that all clauses required/or the contract is included.

12.10 Personnel Cost Calculation Pursuant to 2 Code of Federal Regulations (CFR) Part 200, Subpart E the County adopted Resolution # 2019R02008 on February 5, 2019 - Policy and Procedure to Ensure Accurate Completion of Personnel Cost Calculation.

12.11 Cost Price Analysis Pursuant to 2 Code of Federal Regulations (CFR) Part 200, the County adopted Resolution # 2019R02009 on February 5, 2019 - Policy and Procedure to Ensure Cost Price Analysis requirement.

12.12 Debarment Check Pursuant to 2 Code of Federal Regulations (CFR) Part 200.318, the County adopted Resolution # 2019R02010 on February 5, 2019 - Policy and Procedure to Ensure Debarment Check is adequately performed.

12.13 Single Proposal requirements Proposal is reviewed for compliance. Determination is made by County as to benefit of resolution or RFP towards a more competitive solicitation. Pricing is reviewed relative to current market costs for comparison. If all is determined to be cost effective and advantageous to County, recommendation is made by Evaluation Committee to Commissioners Court for award. Commissioners Court must make a determination that price is fair and reasonable prior to awarding RFP. Prior to Court award of sole Bid, RFP, or RFQ County Purchasing Dept. will contact the federal awarding agency or pass-through entity (TCEQ for RESTORE projects) to request authorization for noncompetitive procurement under 2 CFR 200.320(c)(2) to proceed towards Commissioners Court approval. Informal Bids not exceeding \$14,999 will require at least 3 informal Bids for comparative competitive purposes. If the County is unable to obtain at least 3 competitive Bids or Proposals. If unable to obtain more than one (1) Bid or Proposal the County Purchasing Dept. will review pricing relative to current market costs for comparison purposes (utilizing comparable bid results, engineer recent historic data, Smart Procure comparable data) will contact the federal awarding agency or pass-through entity (TCEQ, for RESTORE projects) to request authorization for noncompetitive procurement under 2 CFR 200.320(c)(2) prior to proceeding with Agenda towards Commissioners Court approval..

12.14 Domestic Preferences for Procurement County will (in awards of iron, aluminum, steel, cement and other goods / manufactured products produced in the United States) utilize and purchase from these suppliers and subawards with a preference towards purchases from these Companies. (see 200.322)

12.15 Bid Bonds Will always be required for construction contracts:

County Purchasing Act: Required

Payment Bond - \$25,000 + (2253.21) Performance

Bond - \$100,000 + (2253.21)

Bid Bond-a If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in **the amount of five percent of the total contract (262.032)**

Federal funded projects: exceeding \$150,000 (on exception sought from the federal awarding agency. For all Federal funded projects \$150,000 and over Bid Bonds will be mandatory equivalent to five percent of the bid price. A performance bond and payment bond will also be required - both at 100 percent of contract price.

12.16 Telecommunications and Surveillance Services or Equipment Proposal is reviewed for compliance with 2 CFR Appendix II (K) 200-216 prior to proceeding with Agenda towards Commissioners Court approval. Determination is made by County as to ensure that neither loan or grant funds will be utilized for the purchase or obtaining Telecommunications and Surveillance Services or Equipment from one of the following Vendors or any of their subsidiaries or affiliates :

Huawei Technologies Co.
ZTE Corp.
Hytera Communications Corp.
Hangzhou Hikvision Digital Technology Co.
Dahua Technology Co.

as well as related services (Telecomm. or Video Surveillance provided by entities or using these Companies equipment. Additional Companies determined as by the Secretary of Defense, FBI, National Intelligence are to also be added to the restricted list of firms.

In addition, the vendors listed above will be identified to verify that these firms will not be utilized for contract extension/ renewal, essential components, critical technology, or components of a system.

Proposals will be reviewed for compliance with 2 CFR 200-471 prior to proceeding with Agenda towards Commissioners Court approval prior to obligating or expending funds. County will review all proposals related to Telecommunication and/or video surveillance equipment or service related costs in order to verify that costs associated with procuring, obtaining, extending, entering into, or renewing a contract for equipment, services, or systems are not utilized.

GENERAL CONDITIONS OF THE AGREEMENT

Contract and Contract Documents

The project to be constructed subject to all applicable Federal and State laws and regulations.

The Plans, Specifications, Supplemental Conditions (or Special Conditions), and Addenda shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth:

DEFINITIONS

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

- A. The term "Contract" means the Contract executed between the County of Cameron, hereinafter called the "**County**" and, _____ hereinafter called "**Contractor**", of which these GENERAL CONDITIONS form a part.
- B. The term "Project Area" means the area within which is the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- C. The term "Engineer" means the Cameron County Engineer, Engineer in charge, serving the **County** with architectural or engineering services, his successor, or any other person or persons, employed by the **County** for the purpose of directing or having in charge the work embraced in this Contract.
- D. The term "**Architect**" means the architect contracted for the project by **Cameron County**.
- E. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

ADMINISTRATION OF THE CONTRACT BY ARCHITECT AND ENGINEER

The Engineer and Architect will provide administration of the Contract and will be the Owner's representatives (1) during construction and (2) until final payment is due. The Architect will advise and consult with the Owner and Engineer.

The Architect may appoint an employee or other person to assist him during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's representative may have allowed work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty work be corrected with the Contract Documents and the Contractor shall correct same.

SUPERVISION BY CONTRACTOR

- A. Except where the **Contractor** is an individual and gives his personal supervision to the work, the **Contractor** shall provide a competent superintendent, satisfactory to the **County** and the **Engineer**, on the work at all times during working hours with full authority to act for him. The **Contractor** shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The **Contractor** shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.
- C. The **Contractor** expressly recognizes that the **Architect** does not owe him any duty to supervise or direct his work as to protect the **Contractor** from the consequences of his own acts or omissions.

SUBCONTRACTS

- A. The **Contractor** shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.

- B. No proposed subcontractor shall be disapproved by the **County** except for cause.
- C. The **Contractor** shall be as fully responsible to the **County** for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- D. The **Contractor** shall cause appropriate provisions to be inserted in all subcontracts relative to the work that require compliance by each subcontractor with the applicable provisions of this Contract.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the **County**.

FITTING AND COORDINATION OF WORK

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

PAYMENTS TO CONTRACTOR

A. Partial Payments

- 1. The **Contractor** shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Architect and Engineer for their approval, on a notarized AIA G702 Application and Certificate for Payment form, and continuation sheet. In any contract where the total contract price at time of execution of the contract is \$400,000.00 or more and the contract provides for retainage of five percent (5%) of periodic contract payments, the Owner shall deposit the retainage in an interest-bearing account, and interest earned on such retainage funds shall be paid to the General Contractor upon completion of the contract. If the total contract price is less than \$400,000.00, then the retainage amount will be 10%. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) or ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site or bonded warehouse shall be based upon the estimated quantities of such materials and the invoice prices, Copies of all invoices shall be available for inspection of the Architect and Engineer.
- 2. Monthly or partial payments made by the **County** to the **Contractor** are monies advanced for the purpose of assisting the contractor to expedite the work of construction. The **Contractor** shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the **County** to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the **County** in all details. Such payments will be made by the County within thirty days of receipt of the invoice by the County Auditor's Office.

B. Final Payment

- 1. After final inspection and acceptance by the County and Architect of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
- 2. The County before paying the final estimate shall require the Contractor to furnish releases (AIA G706A Contractor's Affidavit of Release of Liens form) or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the County deems it necessary in order to protect its interest. The County may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract. Other close out documents shall include AIA G706 Contractor's Affidavit of Payment of Debts and Claims, AIA G707 Consent of Surety Company to Final Payment.
- 3. Any amount due the County under Liquidated Damages shall be deducted from the final payment due the contractor.

C. Payments Subject to Submission of Certificates

Each payment to the **Contractor** by the **County** shall be made subject to submission by the **Contractor** of all written certifications required of him and his subcontractors.

D. Withholding Payments

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

CHANGES IN THE WORK

- A. The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C. If applicable unit prices are contained in the Agreement, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by twenty-five percent (25%).
- D. Each change order shall include in its final form:
 - 1. A detailed description of the change in the work.
 - 2. The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3. A definite statement as to the resulting change in the contract price and/or time.
 - 4. The statement that all work involved in the change shall be performed in Accordance with contract requirements except as modified by the change order.
 - 5. The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.
 - 6. The signatures of authorized representatives of Contractor and County.

CLAIMS FOR EXTRA COST

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

EXTRA WORK

The term “EXTRA WORK” as used in the agreement shall be understood to mean and include all work that may be required by the Engineer or **County** to be done by the **Contractor** to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor’s proposal. It is agreed that the Contractor shall perform all Extra Work under the direction of the Engineer when presented with a written Work Order signed by the Engineer; Subject, however, to the right of the **Contractor** to require a written confirmation of such Extra Work Order by the **County**. It is also agreed that the compensation to be paid the Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a): By agreed unit prices;

Method (b): By agreed lump sum;

Method (c): If neither Method (a) nor Method (b) can be agreed the “actual field cost” of the work plus ten (10) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the “actual field cost” is hereby defined to include the cost of all workmen, such as foremen, time keepers, mechanics and laborers, and materials, supplies, trucks, rental of machinery and equipment for the time actually employed or used on such Extra Work plus actual transportation changes necessarily incurred if the kind of equipment or machinery is not already on the job, together with the power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen’s Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Engineer or County, or by them agreed. The Engineer may direct the form in which accounts of the “actual field cost” shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the Contractor. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order.

The ten (10) percent of the “actual field cost” to be paid the Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the “actual field cost” as above defined, save that where the Contractor’s Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate same, excluding staff, shall be included in the “actual field cost”.

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer. In case any orders or instructions, either oral or written, appear to the Contractor to involve extra work for which he should receive compensation, he shall make written request to the Engineer for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefore, and the Engineer insists upon its performance, the Contractor shall proceed with the work after making written order and shall keep an accurate account of the “actual field cost” thereof, as provided under Method (c). The Contractor will thereby preserve the right to submit the matter for payment, as herein above described. Change orders shall be executed on form similar to AIA G701Change Order document.

TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

A. Right of the County to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays.

If the work is not complete within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being possible to determine the actual damage occasioned by the delay) the amount of Three Hundred Dollars (\$300.00) for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the County for the amount thereof.

C. Hindrance and Delays.

No damages for delays shall be paid to the Contractor by the County, except for any unreasonable delays caused by the County.

D. Excusable Delays.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

- (1) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- (2) Any acts of the County;
- (3) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

The Contractor shall include a time to complete the scope of work stated in calendar days that includes anticipated number of working days that construction may be unable to take place, due to inclement weather and muddy ground. Extensions to the completion date will be granted only if, in the opinion of the Architect, climatological conditions that impede the progress of construction significantly exceed conditions for the local area. A guide for average climatological conditions will be the "Local Climatological Data" bulletin published by the Department of Commerce.

ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County; provided, however, that assignments to banks or other financial institutions may be made without the consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractors rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

DISPUTES

- A. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Architect and Engineer for review and decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Architect and Engineer.
- B. The Contractor shall submit in detail his claim and his proof thereof.

- C. If the Contractor does not agree with any decision of the Architect and Engineer, he shall in no case allow the dispute to delay the work but shall notify the Architect and Engineer promptly that he is proceeding with the work under protest.

TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Architect and Engineer, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

SHOP DRAWINGS

- A. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Architect and the Engineer in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- B. Shop drawings and samples shall be dated and marked to show the names of the Project, Architect, Contractor, Originating Subcontractor, Manufacturer or Supplier. Shop drawings shall completely identify specification section and locations at which materials or equipment is to be installed. All shop drawings are to be reviewed first by the General Contractor who shall affix his signature. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- C. The Contractor shall submit and, if necessary, resubmit one (1) reproducible and four (4) copies of the shop drawings.
- D. If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the County not involving a change in contract price or time; the Engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information not already in his possession which should be furnished by the County under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- B. The Contractor shall certify in writing that no materials used in the work contain asbestos materials in them excess of amounts allowed by Local/State standards, laws, codes rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification to the Engineer.

- C. The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- D. Products are generally specified by ASTM or other reference standard, and/or by manufacture's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. When only one product manufacturer is specified this is the basis of the Contract, without substitution or exception.
- E. Substitutions will not be considered if they are indicated or implied on shop drawing submissions without formal request, or for their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.
- F. No request for the substitution of products in place of those specified shall be considered after the Contract has been executed.
- G. Not later than seven (7) days from the Contract Date, the Contractor shall provide a list showing the name of the manufacturers proposed to be used for each of the products identified in the General Requirements of the Specifications, and where applicable, the name of the installing subcontractor.
- H. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- I. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- J. The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem incompetent, or careless, or insubordinate.

SAMPLES, CERTIFICATES AND TESTS

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

3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
4. The County will pay all other expenses.

PERMITS AND CODES

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Architect will adjust the Contract by Change Order at his expense to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department).

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County,

- B. The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

CARE OF WORK

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- B. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the County.
- D. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

ACCIDENT PREVENTION

- A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

- B. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- C. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters
- D. The Contractor shall indemnify and save harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- E. The Contractor shall provide trench protection for all trenches in excess of a depth of five (5) feet, in the manner specified in the technical specifications and drawings.

SANITARY FACILITIES

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

USE OF PREMISES

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the County and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades
- C. Smoking and chewing of tobacco products is prohibited in the enclosed new construction.

REMOVAL OF DEBRIS, CLEANING, ETC.

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

INSPECTION

- A. All materials and workmanship shall be subject to inspection, examination, or test by the County, the Architect, and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.
- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

- C. The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the County.
- D. Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved
- E. Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- F. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

REVIEW BY COUNTY

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

FINAL INSPECTION

When the Improvements included in this Contract are substantially completed, the Architect shall notify the County in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The AIA Certificate of Substantial Completion G704 form shall be used to determine date of substantial completion.

DEDUCTION FOR UNCORRECTED WORK

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

INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County.

- A. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workers Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Workers Compensation Insurance.
- B. Contractors Public Liability and Property Damage Insurance and Vehicle Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: See Special Conditions of the Agreement.

- C. **Proof of Insurance:** The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

INDEMNITY

Contractor shall indemnify, defend and hold harmless the Architect and Cameron County, its officials, officers, agents, and employees, from any and all liabilities, claims, demands, actions, losses, damages and costs, including all costs of defense thereof, of any nature whatsoever, for injury to or death of persons or loss or damage to property, or for any other reason (except for those resulting from the negligence of the County's or Architects' officials, officers, agents, and employees) occurring on the premises or in any manner arising out of or connected with Contractor's contractual obligations, including any claims, liabilities and actions based upon the acts or omissions of Contractor's officers, agents and employees.

WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the County free from any claims, liens, or charges. Neither the Contractor -nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the County. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

WARRANTY OF WORKMANSHIP AND MATERIALS

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

COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec 7401 ET. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin.
- B. The Contractor will cause the foregoing provision to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- C. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

NON-SEGREGATED FACILITIES

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

JOB OFFICES

- A. The Contractor will maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. Subcontractors may do the same. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.
- B. Upon completion of the improvements, or as directed by the County, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

CONTRACT DOCUMENTS AND DRAWINGS

The Contractor will be furnished a maximum number of TWENTY (20) free of charge, copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage, and handling.

CONTRACT PERIOD

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within 150 calendar days thereafter.

ABANDONMENT BY CONTRACTOR

In case the Contractor should abandon or fail to resume work within ten (10) days after written notification from the County or the Engineer, or the Contractor fails to comply with the orders of the Engineer when such orders are consistent with this contract or this Agreement or with the specifications hereto attached, then and in that case, the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for work, may be held for use on the work by the County or the Surety on the construction bond, or another Contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore (except when used in connection with extra work, where credit shall be allowed as provided for under "Extra Work"), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion herein before provided for within ten (10) days after services of such notice, then the County may provide for completion of the work in either of the following elective manners:

- A. The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said County may deem necessary to complete the work and charge the expense of such labor, material, machinery, equipment, tools and supplies to said Contractor and the expense so charged shall be deducted and paid by the County out of such money as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is more than the sum which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor and/or his surety shall pay the amount of such excess to the County;
- B. The County, under sealed bids, after five (5) days' notice published one or more times in a newspaper having a general circulation in the County of the location of the work, may let a contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the County under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound thereto. When the work shall have been substantially completed the Contractor and

his Surety shall be notified and Certificates of Completion and Acceptance shall be issued as provided herein-above, a complete itemized statement of the contract accounts, certified to by the Engineer as being correct, shall then be prepared and delivered to the Contractor and his Surety, whereupon the Contractor and/or his Surety shall pay the balance due as reflected by said statement within twenty-one (21) days after the date of such Certificate of Completion.

In the event the statement of the account shows that the cost to complete the work is less than that which would have been the cost to the County had the work been completed by the Contractor under the terms of this contract and when the Contractor and/or his Surety shall pay the balance shown to be due by them to the County, then all machinery, equipment tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price and the Contractor and/or his Surety fail to pay the amount due the County within the time designated hereinabove, and there remains any machinery, equipment, tools, material or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or otherwise giving such notice, such property shall be held at the risk of the Contractor and his Surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor, as the County may elect.

The County shall release any machinery, equipment, tools, materials or supplies, which remain on the work and belong to persons other than the Contractor or his Surety, to their proper Localities without notice to the Contractor.

ABANDONMENT BY THE COUNTY

In case the County shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (15) days after written notifications by the Contractor, the Contractor may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment. And thereupon the Engineer shall make an estimate of the total earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Contractor, to carry the whole work to completion and which cannot be utilized. The Engineer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the County, all other sums that may have been retained by the County, under the terms of this Agreement, and shall certify same to the County who shall pay to the Contractor on or before thirty (30) days after the date of the notification by the Contractor, the balance shown by said final statement as due the Contractor under the terms of this Agreement.

BONDS

It is further agreed by the parties of this contract that the Contractor shall execute a performance bond and a payment bond, each in the sum of one hundred (100%) percent, in the forms provided for this purpose, and it agreed that this contract shall not be in effect until such bonds are furnished and approved by the County.

RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the County or Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such act or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF CAMERON §

THIS AGREEMENT, MADE AND ENTERED INTO THIS THE ___ DAY OF _____, 20___, A.D., by and between the County of Cameron thereunto duly authorized so to do, Party of the First Part, hereinafter called County, and, of _____, Party of the Second Part hereinafter termed Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (County), and under the conditions expressed in the bond bearing every date herewith, the said Party of the Second Part (Contractor), hereby agrees with said Party of the First Part (County), to commence and complete the construction of certain improvements described as follows: Cameron County, **SANTA ROSA PARK IMPROVEMENTS – PHASE II** and any extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories, with the conditions and prices stated in the Proposal attached hereto, in accordance with all General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and in accordance with the Plans, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, and the specifications therefore, together with the Contractor’s written approval, and the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and the Construction Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The Contractor hereby agrees to commence work within ___ days after the date written notice to do so shall have been given to him, and to substantially complete same within _____ calendar days, after the date of the written notice to commence work.

The County agrees to pay the Contractor in current funds the sum of \$_____ (to include alternates# _____) for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions as provided in the General Conditions of the Agreement, and to make payment on account thereof as provided therein.

Contractor further agrees not to do any work unless he has received a valid Purchase Order issued by Cameron County for payment of the work to be accomplished.

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged. This Agreement may be amended, provided that no amendment, modification, or alteration of the terms of this agreement shall be binding unless the same is in writing and duly executed by the parties hereto.

All notices to Cameron County shall be sent by certified or registered mail, addressed to: Cameron County Judge, Cameron County Courthouse, 1100 E. Monroe, Brownsville, Texas 78520, and Cameron County Engineer, 1390 W. Expressway 83, San Benito, Texas 78586, or at such other address as the COUNTY may otherwise designate. All notices to Contractor shall be sent certified or registered mail, addressed to: _____ or at such other address as said Contractor may otherwise designate in writing.

This Agreement shall be governed by the laws of the State of Texas and venue shall be in Cameron County.

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in quadruplicate in the year and day first above written.

PARTY OF THE FIRST PART
(Contractor)

PARTY OF THE SECOND PART
(County)
Eddie Treviño Jr.
Cameron County Judge

ATTESTED BY:

Sylvia Garza Perez, County Clerk

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION:

RFP # 230702 SANTA ROSA PARK IMPROVEMENTS – PHASE II

The OWNER has considered the PROPOSAL submitted by you for the above described WORK in response to its Advertisement and Invitation to Bid dated _____.

You are hereby notified that your PROPOSAL has been accepted in the amount of _____

You are required by the Instructions to Responders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of the Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as forfeiture of your PROPOSAL SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated the ____ day of _____, 20__.

OWNER: CAMERON COUNTY

BY:

TITLE: County Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the _____ day of _____, 20__.

BY:

TITLE:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for surety company must be attached to bond.

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, Dylbia L. Jefferies Vega, the duly authorized and acting legal representative of the County of Cameron, Texas, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: Dylbia L. Jefferies Vega



PROJECT CLOSE-OUT CHECK LIST

Project Name: RFP # 230702 SANTA ROSA PARK IMPROVEMENTS - PHASE II

Project PO #:

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
A. General Requirements		
1. Certificate of Substantial Completion (AIA G704) (Executed by Architect/Engineer, Contractor and Owner)	_____	_____
2. Inspections Certifications		
a. Certificate of Occupancy (By Building Inspections Officials)	_____	_____
b. Copy of Building Official Inspection Card (Showing required inspection approvals)	_____	_____
c. Regulatory Inspection Sign-Offs (as applicable)		
(1) General Contract	_____	_____
(2) Plumbing Subcontract	_____	_____
(3) Fire Protection Contract	_____	_____
(4) Mechanical Contract	_____	_____
(5) Electrical Contract	_____	_____
(6) Certification Reports for All Backflow Assemblies (Includes Plumbing, HVAC, Fire Protection as applicable)	_____	_____
(7) Well Water Quality Test Report (if applicable)	_____	_____
(8) Other Certifications as Required (NCDFS, NC DOT, Land Quality, Local Government, Utilities, Health Dept., Fireproofing Certification, Structural Steel Inspection Certification, etc.)	_____	_____
3. Closeout Reports & Documentation		
a. Owner Instruction and Training with Equipment and Systems	_____	_____



PROJECT CLOSE-OUT CHECK LIST

Project Name: RFP # 230702 SANTA ROSA PARK IMPROVEMENTS - PHASE II

Project PO #:

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
(Memo/List of Attendees required for each session)		
b. HVAC Test and Balance Report (Approval cover letter from Architect/Engineer required)	_____	_____
c. Attic Stock Turnover (Transfer to Owner with Typed Inventory Required)	_____	_____
d. Keys & Permanent Hardware Changeover (Delivery of Final Keys and Cabinet to Owner; Memo of Hardware Changeover Date)	_____	_____
e. Insurance Coverage Change Over	_____	_____
f. Utility Account Change Over		
(1) Electric Service	_____	_____
(2) Gas Service	_____	_____
(3) Water Service	_____	_____
(4) Other Utility Service	_____	_____
B. Record Document Requirements		
1. As-built drawings (as applicable)		
a. Site/Civil	_____	_____
b. Architectural & Structural	_____	_____
c. Plumbing	_____	_____
d. Fire Protection	_____	_____
e. Mechanical	_____	_____
f. Electrical	_____	_____
g. Security	_____	_____
h. Other (Kitchen Equipment, etc.)	_____	_____



PROJECT CLOSE-OUT CHECK LIST

Project Name: RFP # 230702 SANTA ROSA PARK IMPROVEMENTS - PHASE II

Project PO #:

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
2. Final Finish Schedule (updated with actual finishes and bound in with O+M Manual)	_____	_____
3. Operation & Maintenance (O+M) Manuals (Approval cover letter from Designer required)	_____	_____
a. Product & Operations Data	_____	_____
b. Maintenance Information	_____	_____
c. Product Warranty Certificates/Maintenance Agreements	_____	_____
4. Shop Drawings - Complete Set (With Architect's Review Stamp)	_____	_____
5. Construction Site Documentation (Contractor's Job Log and Photographs)	_____	_____
C. Final Accounting Requirements - by Contractor		
1. Affidavit of Release of Liens (AIA G706A)	_____	_____
2. Affidavit of Payment of Debts and Claims (AIA G706)	_____	_____
3. Consent of Surety to Final Payment (AIA G707)	_____	_____
4. Final Request for Payment Certified by Architect/Engineer	_____	_____
D. Final Accounting Requirements - by Architect/Engineer		
1. Cover Letter of Approval of Roof Warranty	_____	_____
2. Cover Letter of Approval for O&M Manuals	_____	_____
3. Certification by Architect of Completed Final Punch List	_____	_____



PROJECT CLOSE-OUT CHECK LIST

Project Name: RFP # 230702 SANTA ROSA PARK IMPROVEMENTS - PHASE II

Project PO #:

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
4. Final Completion Certificate executed by Architect/Engineer	_____	_____
5. Final Liquidated Damages analysis by Architect/Engineer	_____	_____
6. Record Drawings (electronic CAD files +set of pdf files + 3 reproducible sets of all drawings based on Contractor As-Builts)	_____	_____
7. Certification of Project Compliance	_____	_____
8. MSDS Asbestos Free Building Letter	_____	_____

E. Warranty Period

1. Pre-Expiration Warranty Inspection (Inspection 30 days prior to warranty expiration date)	_____	_____
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F. Cameron County requirements

1. Final Payment Requires Commission Approval.	_____	_____
2. TDLR Accessibility Compliance Letter from Registered Accessibility Specialist (RAS)	_____	_____
3. Windstorm Certification - Flood Zone Certification, if required in Zone A designated areas for new buildings and additions	_____	_____
4. Required Training documentation/logs, complete with sign in sheets on personnel present for Elevators and Boilers, TDLR certification of Inspection.	_____	_____

SANTA ROSA PARK

CIVIL - TECHNICAL SPECIFICATIONS

01 30 00 – Submittal Procedures	01 30 00 – 1 through 3
01 45 29 – Testing Laboratory Services.....	01 45 29 – 1 through 2
01 50 00 – Temporary Facilities and Controls	01 50 00 – 1 through 11
01 55 26 – Traffic Control and Regulations.....	01 55 26 – 1 through 3
01 57 23 – Temporary Storm Water Pollution Control.....	01 57 23 – 1 through 15
02 40 00 – Removing Existing Pavement and Structures.....	02 40 00 – 1 through 2
02 41 00 – Demolition	02 41 00 – 1 through 2
03 30 00 – Cast-in-Place Concrete / Concrete for Utility Construction	03 30 00 – 1 through 14
31 10 00 – Site Clearing - Preparation of Site.....	31 10 00 – 1 through 2
31 23 00 – Earthwork, Excavation, Fill, and Grading.....	31 23 00 – 1 through 2
31 23 13 – Subgrade Preparation	31 23 13 – 1 through 3
31 23 16 – Excavation	31 23 16 – 1 through 4
31 23 16.13 – Trench Safety System	31 23 16.13 – 1 through 3
31 23 16.16 – Excavation and Backfill for Structures	31 23 16.16 – 1 through 8
31 23 19 – Control of Ground Water and Surface Water	31 23 19 – 1 through 9
31 23 23.13 – Utility Backfill Materials.....	31 23 23.13 – 1 through 10
31 23 33 – Excavation and Backfill for Utilities	31 23 33 – 1 through 15
32 01 00 – Pavement Repair and Resurfacing	32 01 00 – 1 through 2
32 11 13.13 – Lime Treatment for Subgrade	31 11 13.13 – 1 through 4
32 11 23 – Crushed Limestone Flexible Base	32 11 23 – 1 through 2
32 12 13.19 – Prime Coat.....	32 12 13.19 – 1 through 1
32 12 16.13 – Hot Mix Asphaltic Concrete Pavement	32 12 16.13 – 1 through 4
32 16 00 – Concrete Curbs, Gutters, Driveways & Sidewalks	32 16 00 – 1 through 3
32 17 23.13 – Painted Pavement Markings	32 17 23.13 – 1 through 4
32 31 13 – Chain Link Fences and Gates	32 31 13 – 1 through 13
33 40 00 – Storm Drainage System	33 40 00 – 1 through 4

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Submittal procedures for:
 1. Schedule of Values.
 2. Construction Schedules.
 3. Shop Drawings, Product Data, and Sampler.
 4. Operations and Maintenance Data.
 5. Manufacturer's Certificates.
 6. Construction Photographs.
 7. Project Record Documents.
 8. Video Tapes.
 9. Design Mixes.

1.2 SUBMITTAL PROCEDURES

1. Scheduling and Handling:
 1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.
 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Owner will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 10 days for initial review by the Owner. This time for review shall in no way be justification for delays or additional compensation to the Contractor.
 3. The Owner's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the Owner. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.
 4. Submit 4 copies of documents unless otherwise specified in the following paragraphs or in the Specifications.
 5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
 6. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in

periodic progress payments until approval has been obtained in the specified manner.

2. Transmittal Form and Numbering:

1. Transmit each submittal to the Owner with a Transmittal Form.
2. Sequentially number each transmittal form beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first resubmittal of Submittal 2 or 15C for third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
3. Identify variations from requirements of Contract Documents and identify product or system limitations.
4. For submittal numbering of video tapes, see paragraph 1.10 Video.

3. Contractor's Stamp:

1. Apply Contractor's stamp, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.
2. As a minimum, Contractor's Stamp shall include:
 1. Contractor's name.
 2. Job number.
 3. Submittal number.
 4. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
 5. Signature line for Contractor.

1.3 MANUFACTURER'S CERTIFICATES

1. When specified in Specification sections, submit manufacturers' certificate of compliance for review by the Owner.
2. Contractor's Stamp, as described in paragraph 3.2, shall be placed on front page of the certification.
3. Submit supporting reference data, affidavits, and certifications as appropriate.
4. Certificates may be recent or previous test results on material or product, but must be acceptable to the Owner.

1.4 DESIGN MIXES

1. When specified in Specifications, submit design mixes for review.
2. Contractor's Stamp, as described in paragraph 3.2, shall be placed on front page of each design mix.
3. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
4. Maintain a copy of approved design mixes at mixing plant.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Testing laboratory services and Contractor responsibilities related to those services.

1.2 REFERENCES

1. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
2. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.
3. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
4. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.
5. ISO/TEC Guide 25 - General Requirements for the Competence of Calibration and Testing Laboratories.

1.3 DELETED

1.4 QUALIFICATION OF LABORATORY

1. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.
2. Meet the ISO/TEC Guide 25 conditions for accreditation by the American Association for Laboratory Accreditation (A2LA) in specific fields of testing required in individual Specification sections.
3. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.5 LABORATORY REPORTS

1. The testing laboratory shall provide and distribute copies of laboratory reports to the following: the Owner, the Engineer, and the Contractor. Other copies of the reports may be required to be submitted to other parties. The testing laboratory will be informed of any other persons that required laboratory reports.
2. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the Owner, Contractor, and Engineer.

1.6 LIMITS ON TESTING LABORATORY AUTHORITY

1. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Laboratory may not approve or accept any portion of the Work.
3. Laboratory may not assume any duties of the Contractor.
4. Laboratory has no authority to stop the Work. The laboratory's representative shall immediately inform the Engineer and the Owner of any conflicts with the Contractor or Contractor's construction methods.

1.7 CONTRACTOR RESPONSIBILITIES

1. Provide safe access to the Work and to manufacturer's facilities for the Owner, Engineer, and testing laboratory personnel.
2. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.
3. Notify the Engineer and the testing laboratory during normal working hours of the day previous, but not less than 24 hours prior notice, to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.
4. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer for sampling or testing.
5. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.
6. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01.1 CONDUCTING TESTING

1. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.
2. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.
3. The Contractor may not influence any field testing conducted by the Laboratory.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Temporary facilities and the necessary controls for the project including utilities, telephone, sanitary facilities, field office, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, disposal of trash, debris, and excavated material, pest and rodent control, water runoff and erosion control.
2. The facilities and controls specified in this section are considered minimum for the Project. The Contractor may provide additional facilities and controls for the proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.2 CONTRACTOR'S RESPONSIBILITY

1. Comply with applicable requirements specified in other sections of the Specifications.
 1. Maintain and operate temporary facilities and systems to assure continuous service.
 2. Modify and extend systems as Work progress requires.
 3. Completely remove temporary materials and equipment when their use is no longer required.
 4. Restore existing facilities used for temporary services to specify or to original condition.

1.3 TEMPORARY UTILITIES

1. Obtaining Temporary Service:
 1. Make arrangements with utility service companies for temporary services.
 2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.
 3. Be responsible for utility service costs until the Work is substantially complete. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

2. Water:
 1. Provide water required for and in connection with Work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.
 2. For water to be drawn from public fire hydrants, obtain special permit or license from the proper Utility officials. A deposit based on rates established by latest ordinance will be required.
 3. Provide and maintain an adequate supply of potable water for domestic consumption by Contractor personnel and the Owner or his Representatives.
3. Electricity and Lighting:
 1. Provide electric powered service as required for the Work, including testing of Work. Provide power for lighting, operation of the Contractor's equipment, or for any other use by Contractor.
 2. Electric power service includes temporary power service or generator to maintain plant operations during any scheduled shutdown.
 3. Minimum lighting level shall be 5 foot-candles for open areas; 10-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 20 square feet in work area.
4. Temporary Heat and Ventilation:
 1. Provide temporary heat as necessary for protection or completion of the Work.
 2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.
5. Telephone:
 1. Provide emergency telephone service at the Contractor's office for use by Contractor personnel and others performing work or furnishing services at the site.
 2. Provide a separate phone line and instrument in the field office, if used, for the Owner or his representatives. Cost for local calls and other project-related calls made by the Inspector shall be paid for by the Contractor.
6. Sanitary Facilities:
 1. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.
 2. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed in accordance with City and County regulations.

3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

1.4 FIELD OFFICE

1. Furnish and Locate:
 1. Furnish, install, and maintain a field office for the use of the Owner and his representatives. Provide sufficient room for project meetings. Locate the office at the Site in a place approved by the Owner.
 2. Provide office space ready for occupancy, 10 days after date fixed in Notice to Proceed.
 3. Construct two all-weather, hard surfaced parking spaces, suitable for weather and duration of Project, for use by the Contractor and the Owner or his representatives. Provide an all-weather surfaced walk between the parking spaces and the office.
2. Minimum Construction:
 1. Structurally sound foundation and superstructure.
 2. Completely weather tight with insulated roof and walls.
 3. Exterior finish and interior finish acceptable to the Owner.
 4. Stairs or walkway with handrail and entrance platform (4' x 4') with a mud scraper at door.
 5. Resilient floor covering.
 6. Screened windows with an area equal to approximately 10 percent of floor area sufficient for light, view, and ventilation. Provide windows with operable sash.
 7. Secure lockable exterior doors with dead bolt cylinder locks.
3. Minimum Services:
 1. Exterior light at entrance.
 2. Interior lighting of 50 foot-candles at desktop height.
 3. Automatic heating to maintain 65 degrees F in winter.
 4. Automatic cooling to maintain 75 degrees F in summer.
 5. Electric power service.
 6. Four electric wall outlets.
 7. Separate telephone service.
 8. Chilled drinking water.

9. Separate sanitary facilities with one water closet and one lavatory and medicine cabinet.
10. Plumbing and sewers as required, protected from freezing.
4. Minimum Furnishings:
 1. Two 5-drawer desks.
 2. Two swivel desk chairs.
 3. One drafting table with built-in drawer, drafting stool, and light.
 4. One plan rack to hold eight racks of drawings.
 5. Two 4-drawer legal file cabinets.
 6. Book shelving and bookcase with a minimum of 15 feet of shelf space.
 7. Two waste baskets.
 8. One tack board 30 inches by 36 inches.
 9. Fire extinguishers.
 10. Identifying exterior sign acceptable to the Owner.
 11. First aid kit.
 12. Six protective helmets (hard hats) for use by visitors.
 13. Conference table and chairs to accommodate 15 persons.
 14. Fax machine.
 15. Other furnishings at Contractor's option.
5. Maintenance:
 1. Schedule continuous maintenance of office, walkways, and services; cleaned not less than once per week;
 2. Provide soap, paper towels, cleansers, janitorial service and appurtenances;
 3. Immediately repair any damage, leaks or defective service.
6. Provide adequate space for one set of Contract Documents in the office for ready reference.

1.5 STORAGE SHEDS AND BUILDINGS

1. Provide adequately ventilated, watertight storage facilities with floor above ground level for materials and equipment susceptible to weather damage.

2. Storage of materials not susceptible to weather damage may be on blocks off the ground.
3. Store materials in a neat and orderly manner. Place materials and equipment to permit easy access for identification, inspection and inventory.
4. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

1.6 SAFETY REQUIREMENTS

1. Submit and follow a safety program in accordance with Document 00700 - General Conditions, Paragraph 10.1. Include in the safety program documented response to trench safety requirements as specified in Section 31 23 16.13 - Trench Safety System.
2. Conduct operations in strict accord with applicable Federal, State and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel and equipment involved in the Project.
3. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970, and to any other legislation enacted for safety and health of Contractor employees. Such safety and health standards apply to subcontractors and their employees as well as to the Contractor and its employees.
4. Observance of and compliance with the regulations shall be solely and without qualification the responsibility of the Contractor without reliance or superintendence of or direction by the Owner or his representative. Immediately advise the Owner and engineer of investigation or inspection by Federal Safety and Health inspectors of the Contractor or subcontractor's work or place of work on the job site under this Contract, and after such investigation or inspection, advise the Owner and engineer of the results. Submit one copy of accident reports to Owner within 10 days of occurrence.
5. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test such devices frequently to assure their functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidences of contamination, immediate take appropriate steps to seal off entry of contaminated liquids to the Work area.
6. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and safety equipment, in the specifications and shown on the Drawings are obligations of the Contractor.
7. Maintain required coordination with the City's Police and Fire Departments during the entire period covered by the Contract.

1.7 FIRST AID EQUIPMENT

1. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

2. Have at least one person thoroughly trained in first aid procedures present on the site whenever Work is in progress.

1.8 FIRE PROTECTION

1. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Contractor's Safety Program.

1.9 SECURITY MEASURES

1. Protect all Work materials, equipment, and property from loss, theft, damage, and vandalism. Contractor's duty to protect property includes public property, and property of the Owner and his representatives used in connection with the performance of the Contract.
2. If existing fencing or barriers are breached or removed for purposes of construction. Provide and maintain temporary security fencing equal to existing.

1.10 PROTECTION OF PUBLIC UTILITIES

1. Prevent damage to existing public utilities during construction. These utilities are shown on the Drawings at their approximate locations. Give owners of these utilities at least 48 hours notice before commencing Work in the area, for locating the utilities during construction, and for making adjustments or relocation of the utilities when they conflict with the proposed Work.
2. Utilize the Utility Coordinating Committee One Call System, telephone number, (713) 223-4567, which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

1.11 PROTECTION OF THE WORK AND PROPERTY

1. Preventive Actions:
 1. Take precautions, provide programs, and take actions necessary to protect the Work and public and private property from damage.
 2. Take action to prevent damage, injury or loss, including, but not be limited to, the following:
 1. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with progress of the Work or the Work of any other contractor, any utility service company, or the City's operations.
 2. Provide suitable storage for materials which are subject to damage by exposure to weather, theft, breakage, or otherwise.
 3. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
 4. Frequently clean up refuse, rubbish, scrap materials, and debris caused by construction operations, keeping the Project site safe and orderly.

5. Provide safe barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways, and other hazardous areas.
3. Obtain written consent from proper parties before entering or occupying with workers, tools, materials or equipment, privately-owned land except on easements provided for construction.
4. Assume full responsibility for the preservation of public and private property on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect, or misconduct in execution of the Work by the Contractor, it shall be restored by the Contractor to a condition equal to or better than that existing before the damage was done.
2. **Barricades and Warning Signals:** Where Work is performed on or adjacent to any roadway, right-of-way, or public place, furnish and erect barricades, fences, lights, warning signs, and danger signals; provide watchmen; and take other precautionary measures for the protection of persons or property and protection of the Work. Use barricades painted to be visible at night. From sunset to sunrise, furnish and maintain at least one light at each barricade. Erect sufficient barricades to keep vehicles from being driven on or into Work under construction. Furnish watchmen in sufficient numbers to protect the Work. Maintain barricades, signs, and lights, and provide watchmen until the Project is accepted by the Owner, engineer, and building officials.
3. **Tree and Plant Protection:** Trees, shrubs, lawns, existing structures, and other permanent objects in work area. If damaged, contractor shall be responsible for restoration of any of the above items to their original condition. **Protection of Existing Structures:**
 1. **Underground Structures:**
 1. Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels, and other existing subsurface installations located within or adjacent to the limits of the Work.
 2. Known underground structures, including water, sewer, electric, and telephone service connections are shown on the Drawings. This information is shown for the assistance of the Contractor in accordance with the best information available, but is not guaranteed to be correct or complete.
 3. Explore ahead of trenching and excavation work and uncover obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption of utility services. Restore to original condition damages to underground structure at no additional cost to the Owner.
 4. Necessary changes in location of the Work may be made by the Engineer to avoid unanticipated underground structures.
 5. If permanent relocation of an underground structure or other subsurface installations is required and not otherwise provided for in the Contract Documents, the Engineer will direct Contractor in writing to perform the Work, which shall be paid for under the provisions for change orders in the Contract Document - General Conditions.

2. **Surface Structures:** Surface structures are defined as existing buildings, structures and other constructed installations above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground surface.
3. **Protection of Underground and Surface Structures:**
 1. Support in place and protect from direct or indirect injury underground and surface structures located within or adjacent to the limits of the Work. Install such supports carefully and as required by the party owning or controlling such structure. Before installing structure supports, Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the owner of the structure.
 2. Avoid moving or in any way changing the property of public utilities or private service corporations without prior written consent of a responsible official of that service or public utility. Representatives of these utilities reserve the right to enter within the limits of this project for the purpose of maintaining their properties, or of making such changes or repairs to their property that may be considered necessary by performance of this Contract.
 3. Notify the owners and/or operators of utilities and pipelines of the nature of construction operations to be performed and the date or dates on which those operations will be performed. When construction operations are required in the immediate vicinity of existing structures, pipelines, or utilities, give a minimum of 5 working days advance notice. Probe and flag the location of underground utilities prior to commencement of excavation. Keep flags in place until construction operation reach and uncover the utility.
 4. Assume risks attending the presence or proximity of underground and surface structures within or adjacent to the limits to the Work including but not limited to damage and expense for direct or indirect injury caused by his Work to any structure. Immediately repair damage caused, to the satisfaction of the owner of the damaged structure.
4. **Protection of Installed Products:**
 1. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.
 2. Control traffic to prevent damage to equipment, materials, and surfaces.
 3. Provide coverings to protect equipment and materials from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and for passage of materials in subsequent work.

1.12 ROADS AND PARKING

1. Prevent interference with traffic and public operations on existing roads.

2. Designate temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Locate as approved by the Owner.
 3. Minimize use by construction traffic of existing streets and driveways.
 4. Do not allow heavy vehicles or construction equipment in existing parking areas.
- 1.13 ENVIRONMENTAL CONTROLS
1. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the construction site and adjacent areas.
 2. Comply with statutes, regulations, and ordinances which relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources, including but not limited to the National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.
 3. The Owner recognizes that the site has considerable natural value and that construction of projects should have minimum impact to the surrounding environment. The Contractor shall adopt construction procedures that do not cause unnecessary excavation and filling of the terrain, indiscriminate destruction of vegetation, air or stream pollution, nor the harassment or destruction of wildlife.
 4. Recognize and adhere to the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Contract Documents. Particularly avoid pollution of "on-site" streams, sewers, wells, or other water sources.
 5. Burning of rubbish, debris or waste materials is not permitted.
- 1.14 POLLUTION CONTROL
1. Provide methods, means, and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.
 2. Provide equipment and personnel to perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
 3. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
 4. Provide systems for control of atmospheric pollutants.
 1. Prevent toxic concentrations of chemicals.
 2. Prevent harmful dispersal of pollutants into the atmosphere.
 5. Use equipment during construction that conforms to current Federal, State, and local laws and regulations.
- 1.15 PEST AND RODENT CONTROL

1. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.
2. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.16 NOISE CONTROL

1. Provide vehicles, equipment, and construction activities that minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and City Ordinances and in no case will noise levels be permitted which interfere with other work or create a nuisance in the surrounding residential neighborhoods.
2. Conduct construction operations during daylight hours except as approved by Owner and Engineer.
3. Select construction equipment to operate with minimum noise and vibration. If in the opinion of the City, Owner or Engineer, objectionable noise or vibration is produced by equipment, rectify such conditions without additional cost to the Owner. The Sound Power Level (PWL) of any equipment shall not exceed 85 dbA (re: 10⁻¹² watts) measured 5 feet from the piece of equipment, or the levels prescribed by City Ordinances, whichever is lower. Explicit equipment noise requirements are specified with equipment specifications.

1.17 DUST CONTROL

1. Control objectionable dust caused by operation of vehicles and equipment. Apply water or use other methods, subject to approval of the City, Owner and Engineer, which will control the amount of dust generated.

1.18 WATER RUNOFF AND EROSION CONTROL

1. Where required, the Contractor shall comply with the National Pollutant Discharge Elimination system (NPDES) permit as stated in the Federal Register, Vol.57, and No.175.
2. In addition to the NPDES requirements the Contractor shall:
 1. Provide methods to control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.
 2. Control fill, grading and ditching to direct water away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, sedimentation or damage.
 3. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.
 4. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with environmental requirements.

5. Retain existing drainage patterns external to the construction site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.
6. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 1. Keep to a minimum the area of bare soil exposed at one time.
 2. Provide temporary control measures, such as berms, dikes, and drains.
7. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
8. Inspect earthwork periodically to detect any evidence of the start of erosion. Apply corrective measures as required to control erosion.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

**SECTION 01 55 26
TRAFFIC CONTROL AND REGULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

1. Requirements for signs, signals, control devices, flares, lights and traffic signals, as well as construction parking control, designated haul routes and bridging of trenches and excavations.
2. Requirement for and qualifications of flagmen.

1.02 SUBMITTALS

1. The contractor shall submit prior to the beginning of work a Traffic Control Plan responsive to the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and sealed by a Registered Professional Engineer.
2. For both the traffic control plan and flagmen use, submit schedules of values within 30 days following the Notice to Proceed.
3. Make submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.03 UNIT PRICES

No payment will be made for Traffic Control and Regulation. Costs associated with this item are subsidiary to other items.

PART 2 PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

1. Comply with Texas State Manual on Uniform Traffic Control Devices.
2. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

PART 3 EXECUTION

3.01 PUBLIC ROADS

1. Abide by laws and regulations of governing authorities when using public roads. If the Contractor's work requires that public roads be temporarily impeded or closed, approvals shall be obtained from governing authorities and permits paid for before starting any work. Coordinate activities with the City, County, and Owner.
2. Contractor shall maintain at all times a 10-foot-wide all-weather lane adjacent to work areas which shall be kept free of construction equipment and debris and shall be for the use of emergency vehicles, or as otherwise provided in the traffic control plan.
3. Contractor shall not obstruct the normal flow of traffic from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on designated major arterials or as directed by the City and County.
4. Contractor shall maintain local driveway access to residential and commercial properties adjacent to work areas at all times.
5. Cleanliness of Surrounding Streets: Keep streets used for entering or leaving the job area free of excavated material, debris, and any foreign material resulting from construction operations.

3.02 CONSTRUCTION PARKING CONTROL

1. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and County and City's operations.
2. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
3. Prevent parking on or adjacent to access roads or in non-designated areas.

3.03 FLARES AND LIGHTS

1. Provide flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.04 HAUL ROUTES

1. Utilize haul routes designated by authorities or shown on the Drawings for construction traffic.
2. Confine construction traffic to designated haul routes.
3. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.05 TRAFFIC SIGNS AND SIGNALS

1. Install traffic control devices at approaches to the site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
2. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
3. Relocate traffic signs and signals as Work progresses to maintain effective traffic control.

3.06 BRIDGING TRENCHES AND EXCAVATIONS

1. Whenever necessary, bridge trenches and excavation to permit an unobstructed flow of traffic.
2. Secure bridging against displacement by using adjustable cleats, angles, bolts or other devices whenever bridge is installed:
 - a. On an existing bus route;
 - b. When more than five percent of daily traffic is comprised of commercial or truck traffic;
 - c. When more than two separate plates are used for the bridge; or
 - d. When bridge is to be used for more than five consecutive days.
3. Install bridging to operate with minimum noise.
4. Adequately shore the trench or excavation to support bridge and traffic.
5. Extend steel plates used for bridging a minimum of one foot beyond edges of trench or excavation. Use temporary paving materials (premix) to feather edges of plates to minimize wheel impact on secured bridging.
6. Use steel plates of sufficient thickness to support H-20 loading truck or lane that produces maximum stress.

3.07 REMOVAL

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to a depth of 2 feet.

PART 4 PAYMENT

4.02 UNIT PRICES

- A. Unless indicated in the Unit Prices Section (1.03) as a pay item, no separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

END OF SECTION

SECTION 01 57 23

TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 DEFINITIONS

- 1.1.1 BMP – Best Management Practices
- 1.1.2 CSN –Construction Site Notice- (Large CSN for large sites; Small CSN for small sites)
- 1.1.3 NOI and NOT – Notice of Intent and Notice of Termination for TPDES permits
- 1.1.4 SWPPP – Storm Water Pollution Prevention Plan
- 1.1.5 TCEQ – Texas Commission on Environmental Quality
- 1.1.6 TPDES – Texas Pollutant Discharge Elimination System
- 1.1.7 Large Construction Activities – Construction activities including clearing, grading and excavating that result in land disturbance equal to or greater than 5 acres of land
- 1.1.8 Small Construction Activities - Construction activities including clearing, grading and excavating that result in land disturbance equal to or greater than 1 acre and less than 5 acres of land

1.2 RELATED DOCUMENTS AND APPLICABLE WORK

- 1.2.1 The TCEQ TPDES General Permit No. TXR150000 effective March 5, 2013 and the project SWPPP. This specification requires compliance with all provisions of the TCEQ TPDES permit. The TCEQ requirements currently pertain to large construction activities of 5 acres or more and small construction activities that disturb 1 to less than 5 acres.
- 1.2.2 Information to Respondents, Agreement, Uniform General and Supplementary General Conditions for The University of Texas System Building Construction Contracts (UGC) and Special Conditions shall be read carefully for provisions pertaining to this work. In the event of conflict, the better quality or greater quantity shall prevail.
- 1.2.3 The work described in this section is applicable to any and all sections of the contract documents. Any and all work that would disturb the existing site conditions or present the potential for site runoff shall adhere fully to this specification section.
- 1.2.4 Unless specifically notified to the contrary in writing by the Owner, all aspects of this specification shall apply to this project.

1.3 CONTRACTOR RESPONSIBILITIES

- 1.3.1 Contractor shall be responsible for providing a Storm Water Pollution Prevention Plan for this project (SWPPP), prepared and sealed by a civil engineer licensed in the State of Texas. This project requires implementation of storm water Best Management Practices for control devices and monitoring by the Contractor to comply with all provisions of the SWPPP developed for the project by the licensed civil engineer. The Contractor must fulfill all TPDES regulatory requirements, including the filing of the NOI and NOT or signing and posting of the CSN.
- 1.3.2 The Contractor shall provide signatures of a Corporate Officer for the NOI, Large CSN, Small

CSN, NOI and any other forms or applications as required by the TPDES General Permit TXR150000. The Contractor shall also provide delegated authorization to sign reports per 30 TAC 305.128. Individuals conducting site inspections shall be qualified to the satisfaction of the Owner.

- 1.3.3 When the Contractor receives the approved SWPPP from the Owner, the Contractor signs the NOI or Small CSN (see Sample form in Part 4 of this section) and forwards it to the Owner. Two separate \$325 application fees (one for the Owner and one for the Contractor) must accompany the NOI. The Owner signs his NOI and sends both NOIs and application fees to TCEQ. The Contractor shall insert a copy of the signed NOI or Small CSN into the SWPPP book to be kept at the jobsite. The \$325 application fees are not required for small construction sites.
- 1.3.4 The SWPPP book kept at the jobsite shall also contain the following:
 - 1.3.4.1 A letter delegating signature authority to the field personnel for both the Contractor and the Owner
 - 1.3.4.2 A copy of the TPDES permit when received
 - 1.3.4.3 A copy of the Large or Small CSN
 - 1.3.4.4 A copy of the Shared SWPPP Acceptance Certification form
- 1.3.5 The Contractor shall review the SWPPP and verify existing conditions at the site before determining scope of implementation of site controls. Site survey and site plan drawings shall be used for additional reference. The Contractor shall notify the Owner, in advance, of this site review to allow for Owner participation.
- 1.3.6 The Contractor shall construct a Project SWPPP sign and place it at the main entrance to the project site. This sign shall include the NOI and TPDES permit along with the TCEQ TPDES Large or Small CSN, depending on the size of the construction project. The sign shall be constructed as detailed in the sample SWPPP sign drawing included in Part 4 of this Section.
- 1.3.7 The Contractor shall contact Owner's representative for review of initial site controls in place prior to commencing site-disturbing activities, to ensure that any unusual circumstances or unforeseen site conditions with regard to erosion and sedimentation have been addressed. The Contractor shall complete the SWPPP Project Start-up form (see Sample in Part 4 of this Section)) and review it with the Owner before commencing soil disturbing activities. Both parties shall sign this form when the requirements listed in the SWPPP Project Start-up form have been met.
- 1.3.8 The Contractor shall provide all material, labor, equipment and services required to implement, maintain and monitor all erosion and sedimentation controls in compliance with the SWPPP. All controls implemented by the Contractor shall comply with the TPDES regulations as issued by the TCEQ on March 5, 2013. These controls shall remain in operation until project completion and re-establishment of the site or longer as directed by the Owner's representative. The work shall include, but not be limited to, the following:
 - 1.3.8.1 All earthwork as required to implement swales, dikes, basins and other excavations for temporary routing of utilities, to protect against erosion or sediment-laden (polluted) storm water runoff.
 - 1.3.8.2 All structural controls as shown or specified, including silt fences, sediment traps, stabilized construction entrance, subsurface drains, pipe slope drains, inlet/outlet

protection, reinforced soil retention, gabions, rock berms, etc.

- 1.3.8.3 All non-structural controls as shown or specified, including temporary or permanent vegetation, mulching, geotextiles, sod stabilization, preservation of vegetative buffer strips, preservation/protection of existing trees and other mature vegetation.
- 1.3.8.4 All modifications and revisions to SWPPP necessary to meet changing site conditions and to address new sources of storm water discharges, as the work progresses.
- 1.3.8.5 All maintenance and repair of structural and non-structural controls in place shall continue until final stabilization is achieved or as directed by the RCM.
- 1.3.8.6 Weekly site inspections, as required by the SWPPP, of pollutant sources, including hazardous sources, structural and non-structural controls, and all monitoring of SWPPP revisions and maintenance of inspection records.
- 1.3.8.7 Removal of all structural and non-structural controls as necessary upon completion, and only after final stabilization is achieved.
- 1.3.8.8 Filing of NOT with the RCM within 30 days of final stabilization being achieved and being approved by the Owner, or of another Operator assuming control of the unstabilized portions of the site.
- 1.3.8.9 Refer to the SWPPP for additional requirements to ensure compliance with TPDES regulations.

1.4 QUALITY ASSURANCE

- 1.4.1 In order to minimize the discharge of pollutants to storm water, the Contractor shall implement all permanent and temporary site controls according to TPDES Guidelines, as set forth by the TCEQ.
- 1.4.2 Implementation of site controls shall be performed by a qualified contractor experienced in the proper installation of such devices in accordance with manufacturers' specifications, and in keeping with recognized Best Management Practices (BMPs), and in keeping with TPDES regulations. Qualification of installing Contractor shall be reviewed with the Owner prior to entering into a contract with them for services.
- 1.4.3 The Contractor shall inspect all BMPs at regular intervals as specified in the Storm Water Pollution Prevention Plan for this project. Use standard Owner Inspection forms (see form at the end of this Section) for each inspection. Record all deficiencies of site controls, and take immediate action to correct any deficiencies recorded. Keep records of inspections current and on file, available for review by EPA, TCEQ, MS4 Operator and Owner.

1.5 SUBMITTALS

- 1.5.1 Submittals of products used in structural and non-structural controls shall be made through established procedures for review and approved by the Owner prior to installation on the site. The Contractor shall make available physical samples and product literature on any material used in structural or non-structural controls during the course of the project prior to its implementation in the field.

PART 2 - PRODUCTS

2.1 MATERIALS

Specific site control devices are identified in the SWPPP. Where such devices are indicated, their material composition shall comply with this section.

2.1.1 Materials to be used in structural and non-structural site controls shall include, but not be limited to the following:

2.1.1.1 **Area Inlets, Curb Inlets and Silt Fences:** implemented to filter and remove sediment from storm water; they shall be composed of the following materials:

- a. Geotextile fabric – a non-woven, polypropylene, polyethylene, or polyamide fabric with non-raveling edges. It shall be non-biodegradable, inert to most soil chemicals, ultraviolet resistant, unaffected by moisture and other weather conditions, and permeable to water while retaining sediment. Fabric shall be 36 inches wide, with a minimum weight of 4.5 oz./yd.
- b. Wire Backing – a galvanized, 2"x4" welded wire fencing, 12-gauge minimum. Width shall be sufficient to support geotextile fabric 24 inches above adjacent grades. Chain link fences located along the same lines as silt fences may be used to support geotextile fabric. In this circumstance, the geotextile fabric shall be firmly attached to the fence.
- c. Posts for area inlets and silt fences – steel fence posts shall be made of hot rolled steel, galvanized or painted, a minimum of 4 feet long, with a Y-bar or TEE cross-section of sufficient strength to withstand forces implied.

2.1.1.2 **Rock Berms:** shall be composed of the following materials:

- a. Rock – clean open graded rock, with a maximum diameter of 3 inches
- b. Wire Mesh Support – a galvanized, woven wire sheathing having a maximum opening size of 1 inch, and a minimum wire diameter of 20 gauge
- c. Ties – metal hog rings or standard wire/cable ties

2.1.1.3 **Triangular filter dikes:** for use on surfaces or in locations where standard silt fence cannot be implemented, shall be composed of the following:

- a. Geotextile fabric – a non-woven, polypropylene, polyethylene, or polyamide fabric with non-raveling edges, with a minimum width of 60 inches
- b. Dike Structure – 6-gauge, 6" x 6" welded wire mesh, 60 inches wide, folded into a triangular form. Each side shall be 18 inches with an overlap of 6 inches
- c. Ties – metal hog rings or standard wire/cable ties for attachment of wire mesh to itself, and for attachment of geotextile fabric to wire mesh

2.1.1.4 **Stabilized construction exit:** a steel grid that allows the safe passage of vehicles while agitating the tires to loosen and remove the soil buildup. The grid or structures shall conform to the following:

- a. It shall consist of pipes or tubes spaced such that there is a minimum clear distance between the pipes or tubes of 4½ inches. It shall be elevated above the ground surface a minimum of 8 inches to allow water, debris and soil to drain.
- b. Minimum diameter of pipe or tube shall be 3 inches.
- c. It shall be designed to support any and all vehicles entering and leaving the

- d. construction site.
 - e. It shall be firmly placed in the ground at the exit.
 - f. It shall be of sufficient length so that the agitation will remove the soil from the tires, or a minimum of 12 feet.
 - f. At the street side approach of the grid there shall be an impervious surface or it shall consist of 3" to 5" diameter angular crushed stone/rock approximately 5 feet in length, minimum, and 8 inches deep, minimum. On the job site side of the grid, there shall be 3" to 5" diameter angular crushed stone/rock 15 feet in length, a minimum of 8 inches deep. The steel grid will be between the street side approach and the job site crushed stone/rock. All crushed stone/rock shall have filter fabric beneath the stone/rock. ~~See diagram on Exhibit F.~~
 - g. Steel grid area shall be used as the tire wash area. When tire wash is in use (rainy or muddy days), the area shall be manned and the tires shall be washed using a high pressure hose/nozzle.
 - h. The area beneath the grid shall be sloped such that debris, soil and water shall be diverted back onto the construction site or to a sediment basin. No water, soil or debris shall leave the construction site. The resulting discharge shall be disposed of properly.
- 2.1.1.5 **Concrete Truck Washout:** shall be used for containment of fluids from concrete truck washout wastes.
- a. Gravel bags, concrete blocks or open graded rock
 - b. 10 mil plastic sheeting
- 2.1.1.6 **Temporary Storage Tanks:** shall be used for temporary storage of fuels on the construction project site
- a. 2 inches of sand on the bottom of the containment area
 - b. 6 mil plastic sheeting
 - c. 2 inches of sand on top of the plastic sheeting
- 2.1.1.7 **Erosion Control Matting:** shall be used on steep slopes, in drainage swales, and in high traffic pedestrian areas of barren soil. It shall include one or more of the following:
- a. Jute Mat – a plain fabric made of jute yarn, woven in a loose and simple manner, with a minimum unit weight of 2.7 pounds per square yard. Width shall be as required for the dimensions of the area to be covered.
 - b. Wood Fiber Mat – a mat composed of wood fibers, which are encased in nylon, cotton or other type of netting
 - c. Synthetic Webbing Mat – a mat manufactured from polyvinyl chloride or polypropylene monofilaments, which are bonded together into a three-dimensional web to facilitate erosion control and/or re-vegetation.
- 2.1.1.8 **Organic mulches:** shall be used for covering bare soil, retaining moisture under existing vegetation being preserved, and for absorbing the energy of compaction caused by foot or vehicular traffic. Mulch shall be one or more of the following:
- a. Straw – from broken straw bales that are free of weed and grass seed where the grass from the seed is not desired vegetation for the area to be protected.
 - b. Wood Chips – from chipped limbs of cleared trees on site, or delivered in chipped form, in bulk quantities of pine, cedar or cypress. Wood chips of all species shall be partially decomposed to alleviate nitrogen depletion of the soil in areas where existing vegetation is to be preserved

- and protected.
- c. Shredded Mulches – from pine, cypress or cedar, mechanically shredded, and capable of forming an interlocking mat following placement, and after sufficient wetting and drying has taken place naturally.

2.1.1.9 Any other materials indicated in the SWPPP.

PART 3 - EXECUTION

3.1 GENERAL

- 3.1.1 The Contractor shall provide a complete installation of all site control devices and measures (BMPs) indicated in the SWPPP book, including the Site Erosion and Sedimentation Control Drawing and as specified herein. These BMPs must be confirmed as fully operational with the Owner before any work that disturbs the site can begin.

As an alternative to the BMPs indicated in the SWPPP book, the Site Erosion and Sediment Control Drawing and as specified herein, the Contractor may propose alternate BMPs that perform the same function as the indicated BMP but may be of a different configuration, material or type for review and approval by Owner's representative. Installation of alternate BMPs shall not proceed until approved by Owner's representative.

- 3.1.2 The Contractor shall provide inspection and monitoring of controls in place and shall perform all revisions and updating of SWPPP book. An accurate, chronological record of all Contractor inspections, revisions and additional controls shall be kept on file at the project site, for review, with a copy of the SWPPP book.
- 3.1.3 The Contractor shall submit their NOT to the Owner after all disturbed areas are re-established (stabilized) with vegetative cover following completion of construction. Following acceptance of stabilized areas, all site controls that are no longer necessary shall be removed.

3.2 CONTROL DEVICES

Execution of specific site control devices is described in the following paragraphs. Refer to the SWPPP for applicable devices, extent and location.

3.2.1 AREA INLET DETAIL

- 3.2.1.1 Area inlet fences shall consist of non-woven geotextile fabric attached to wire fabric backing to support the geotextile. The wire fabric should be galvanized 2" x 4" welded wire, 12-gauge minimum. Attach non-woven geotextile fabric to the fence with hog rings or standard cable/wire ties, leaving a toe of fabric at the bottom of the fence of not less than 6 inches. Steel posts as specified shall be driven to a depth of 1 foot minimum and spaced not more than 6 feet on center. Attach fencing to posts with standard cable/wire ties. Abutting ends of geotextile fabric shall be overlapped a minimum of 12 inches. Wrap grates with non-woven geotextile fabric. ~~See Exhibit A at end of section.~~
- 3.2.1.2 Maintain silt fence daily as necessary to repair breaches in geotextile fabric. Maintain steel posts as specified in tilted condition. When siltation has occurred, it shall be removed when it has reached a depth of 6 inches. Silt that has been removed shall be disposed of offsite.

- 3.2.1.2 Remove area inlet when the disturbed areas have been completely stabilized as specified. Minimize site disturbance while removing area inlet protection and posts.

3.2.2 CURB INLET PROTECTION

- 3.2.2.1 Cover curb storm inlet with non-woven geotextile fabric covered wire fabric. Wire fabric to be 2"x4" – W1.4 x W1.4. Extend fabric 2 feet beyond inlet opening at each end and 12 inches in front of opening in the gutter. Remove a strip of filter fabric approximately 12 inches high for the length of the protection to act as overflow. Extend fabric over the top of opening to allow placement of gravel bags. Anchor fabric with 20 lb. gravel bags placed 3 feet on center. ~~See Exhibit B at end of section.~~
- 3.2.2.2 Maintain inlet protection daily as necessary to repair breaches in geotextile fabric. When siltation has occurred, it shall be removed when it has reached a depth of 2 inches. Silt that has been removed shall be disposed of offsite.

3.2.3 ROCK BERM

- 3.2.3.1 Rock berm shall consist of rip-rap type rock, secured within a wire sheathing as specified, and installed at the toe of slopes, or at the perimeter of developing or disturbed areas. Height of berm shall be a minimum of 18 inches from top of berm to uphill toe of berm. Top width shall be a minimum of 24 inches, with side slopes of 2:1 or flatter. Uphill toe of berm shall be buried a minimum of 4 inches into existing grade. Rock berm shall have a minimum flow-through rate of 60 gallons per minute per square foot of berm face. ~~See Exhibit C at end of section.~~
- 3.2.3.2 Maintain rock berm in a condition that allows the sediment to be removed, when the depth of sediment has reached 1/3 the height of the berm. Berm shall be reshaped as needed, and silt buildup removed, to maintain specified flow through berm.
- 3.2.3.3 Rock berm shall be removed when the disturbed areas served have been stabilized as specified.

3.2.4 SILT FENCE

- ~~3.2.4.1~~ Silt fences shall consist of non-woven geotextile fabric, attached to wire fabric backing to support the geotextile. The wire fabric should be galvanized 2" x 4" welded wire, 12-gauge minimum. Attach non-woven geotextile fabric to fence with hog rings or standard cable/wire ties, leaving a toe of fabric at the bottom of the fence of not less than 6 inches. Steel posts as specified shall be driven to a depth of 1 foot minimum and spaced not more than 6 feet on center. Tilt posts slightly, in an uphill direction for additional strength. Attach fencing to posts with standard cable/wire ties. Dig a 6 inch deep by 6 inch wide trench on the disturbed side of the fence, bury geotextile fabric in trench, backfill and tamp. Abutting ends of geotextile fabric shall be overlapped a minimum of 12 inches. ~~See Exhibit D at end of section.~~
- 3.2.4.2 Maintain silt fence daily as necessary to repair breaches in geotextile fabric. Maintain steel posts as specified in tilted condition. When siltation has occurred, it shall be removed when it has reached a depth of 6 inches. Silt that has been removed shall be disposed of offsite.
- 3.2.4.3 Remove silt fence when the disturbed areas protected by silt fence have been completely

stabilized as specified. Minimize site disturbance while removing silt fence and posts.

3.2.5 TRIANGULAR DIKE

~~3.2.5.1 — See Exhibit E for information regarding installation of Triangular Dike~~

3.2.6 STABILIZED CONSTRUCTION EXIT

- 3.2.6.1 A steel grid that allows the safe passage of vehicles while agitating the tires to loosen and remove the soil buildup. The grid or structures shall conform to the following:
- a. It shall consist of pipes or tubes spaced such that there is a minimum clear distance between the pipes or tubes of 4½ inches. It shall be elevated above the ground surface a minimum of 8 inches to allow water, debris and soil to drain.
 - b. Minimum diameter of pipe or tube shall be 3 inches.
 - c. It shall be designed to support any and all vehicles entering and leaving the construction site.
 - d. It shall be firmly placed in the ground at the exit.
 - e. It shall be of sufficient length so that the agitation will remove the soil from the tires or a minimum of 12 feet.
 - f. At the street side approach of the grid, there shall be an impervious surface or it shall consist of 3" to 5" diameter angular crushed stone/rock approximately 5 feet in length, minimum, and 8 inches deep, minimum. On the job site side of the grid, there shall be 3" to 5" diameter angular crushed stone/rock 15 feet in length, minimum, and 8 inches deep, minimum. The steel grid will be between the street side approach and the job site crushed stone/rock. All crushed stone/rock shall have filter fabric beneath the stone/rock. ~~See diagram on Exhibit F at end of section.~~
 - g. Steel grid area shall be used as the tire wash area. When tire wash is in use (rainy or muddy days) the area shall be manned and the tires shall be washed using a high pressure hose/nozzle.
 - h. The area beneath the grid shall be sloped such that debris, soil and water shall be diverted back on to the construction site or to a sediment basin. No water, soil or debris shall leave the construction site. The resulting discharge shall be disposed of properly.
 - i. The stabilized construction exit shall be properly maintained throughout the entire construction process until removal is approved by Owner's representative.

3.2.7 CONCRETE/PAINT/STUCCO/EQUIPMENT WASHOUT (SELF INSTALLED)

~~3.2.7.1~~ Concrete Truck Washout (self installed) shall be constructed so that it will be able to accommodate the maximum number of anticipated concrete trucks that will be cleaned on any given day at any given time using 7 gallons of water for washout per truck or 50 gallons of water to wash out pump trucks. The area utilized to contain the wash water and concrete solids cleaned from the trucks will be a minimum of 10 feet in width. The containment area will be covered with 10 mil plastic sheeting without any holes or tears and the seams shall be sealed according to manufacturer's recommendations. The gravel bags, concrete blocks or open graded rocks shall line the outside perimeter and shall be double wrapped with the 10 mil plastic sheeting to prevent any potential for runoff from the containment area. ~~See Exhibit G at end of section.~~

3.2.7.2 The concrete truck washout containment area shall be maintained in a condition that will not allow concrete buildup within the containment area to exceed 50% of the storage

capacity.

- 3.2.7.3 The concrete truck washout area will be removed when it is no longer necessary to wash out concrete trucks on the site.
- 3.2.7.4 Equipment Cleaning: Clean equipment in a manner that does not create any discharge of cleaning agents, paints, oil or solvents to a storm sewer, waterway or onto the ground. Soaps and detergents must never be discharged to the ground. Cement handling equipment must be rinsed in a contained area and there must be no drainage off-site or onto to ground.
- 3.2.7.5 When rinsing painting equipment/tools outside, rinse water must be contained in a bucket or other container for appropriate disposal. Water based or latex paint rinse water may be discharged to the sanitary sewer only with permission/approval from UT EH&S.
- 3.2.7.6 Oil based paint wastes, including solvents and thinners, must not be disposed of in the sanitary sewer; they must be collected and disposed of through the contractor's disposal company in accordance with applicable laws and regulations.
- 3.2.7.7 Discharges from pressure washing using soaps or chemicals must not be allowed to enter a storm sewer. The wastewater will need to be collected with a berm and vacuumed (transported to appropriate disposal site). If the rinse only contains water and dirt (sediment) it may be spread on a grass area or contained/filtered with clean water allowed to enter storm sewer. In some cases it may also be possible to discharge to a sanitary sewer with permission from UT EH&S.

3.2.8 TEMPORARY STORAGE TANKS

- 3.2.8.1 Must be located in a bermed containment area. The berm must be a minimum 3 feet in all directions, and the height of the berm must contain the maximum contents of the largest tank plus 8 inches (approximately 110% of the tank capacity). The containment area is constructed by beginning with a 2-inch sand pad, and then covered with 6-mil plastic or rubber sheeting. The sheeting is then covered with another 2-inch layer of sand. The plastic sheeting is secured to the outer berm.
- 3.2.8.2 Storage tanks are to be placed no closer than 50 feet from a building or property line.
- 3.2.8.3 If using tanks with a gravity feed setup, the containment must be of sufficient size to be able to contain the tank if it should fall over.
- 3.2.8.4 There must be a fusible link at the valve that will shut off the flow to the hose in the event of a fire.
- 3.2.8.5 There must be sufficient cover for the tank and the containment area to prevent potential storm water runoff.
- 3.2.8.6 The area within the containment area is to be kept free and clear of spills; if a spill occurs, the sand is to be removed and replace with a fresh layer of sand.
- 3.2.8.7 The storage tank containment area is to be removed from the site once it has been determined that it will no longer be used on the construction site.

3.2.9 DIVERSION DIKE

- 3.2.9.1 Diversion dikes shall be formed and shaped using compacted fill, and shall not intercept runoff from more than 10 acres. The dike shall have a minimum top width of 24 inches, and a minimum height of 18 inches. Soil shall have side slopes of 3:1 or flatter, and shall be placed in 8-inch lifts. Compact soil to 95% standard proctor density. Where protected slopes exceed 2 percent, the uphill side of diversion dike shall be stabilized with crushed stone or erosion control matting to a distance of not less than 7 feet from toe of dike. The channel that is formed by the diversion dike must have positive drainage for its entire length to a stabilized outlet, such as a rock berm, sandbag berm, or stone outlet structure. Storm water shall not be allowed to overflow the top of diversion dike at any point other than the stabilized outlet.
- 3.2.9.2 Maintain the diversion dike in a condition that allows the storm water runoff to be diverted away from exposed slopes. Repair any failures at top of dike and remove sediment as necessary behind the dike to allow positive drainage to a stabilized outlet.
- 3.2.9.3 Remove diversion dike when the expose slopes being protected are stabilized with vegetation or other permanent cover.

3.2.10 INTERCEPTOR SWALE

- 3.2.10.1 An interceptor swale shall be implemented to prevent on or off- site storm water from entering a disturbed area, or prevent sediment-laden runoff from leaving the site or disturbed area. The interceptor swale shall be excavated as required by the SWPPP drawings, with side slopes of 3:1 or flatter. This shall include all labor and equipment associated with the installation and maintenance of the swale as shown on the construction documents. Constructed swale may be v-shaped or trapezoidal with a flat bottom, depending on the volume of water being channeled. Sediment laden runoff from swale shall be directed to a stabilized outlet or sediment- trapping device. Flow line of swale shall have a continuous fall for its entire length and shall not be allowed to overflow at any other points along its length.
- 3.2.10.2 Maintain interceptor swale in a condition that allows the storm water runoff to be channeled away from disturbed areas. Remove sediment in swale as necessary to maintain positive drainage to a stabilized outlet.
- 3.2.10.3 Fill in or remove swale after the disturbed area/s being protected is completely stabilized as specified.

3.2.11 EROSION CONTROL MATTING

- 3.2.11.1 Remove all rocks, debris, dirt clods, roots, and any other obstructions which would prevent the matting from lying in direct contact with the soil. 6 inch by 6 inch anchor trenches shall be dug along the entire perimeter of the installation. Bury matting in trenches, backfill and compact. Fasten matting to the soil using 10-gauge wire staples, 6 inches in length and 1 inch wide. Use a minimum of 1 staple per 4 square feet of matting, and at 12 inches on center along all edges. Install parallel to flow of water and overlap joining strips a minimum of 12 inches.
- 3.2.11.2 Maintain erosion control matting by repairing any bare spots. Missing or loosened matting shall be promptly replaced or re-anchored.
- 3.2.11.3 Remove matting where protection is no longer required. In areas where permanent vegetation is established along with matting, matting can be left in place permanently.

3.2.12 MULCHES

- 3.2.12.1 Apply specified mulches in areas identified on the SWPPP, to a depth of 3 inches or as otherwise specified on the SWPPP drawings.

3.2.13 BPM Details

- 3.2.13.1 Refer to SWPPP prepared by professional engineer licensed in Texas.

3.3 INSPECTIONS AND RECORD KEEPING

- 3.3.1 Contractor shall inspect all BMPs on 7-day intervals. Coordinate inspections with Owner's representative, who is also required by TPDES to regularly inspect the site. Use standard Owner Inspection forms (see form in Part 4 of this Section) for each inspection. Record all deficiencies of site controls, and take appropriate action to correct any deficiencies recorded. Exception is rock berms located in a streambed. Any rock berm located in a streambed shall be inspected on a daily basis. Keep records of inspections current and on file, available for review by EPA, TCEQ, MS4 Operator Representative and/or Owner's Representative.
- 3.3.2 Contractor shall keep records of all Contractor inspections on file with SWPPP book at project site, and make available for review by Owner's Representative or EPA, TCEQ or MS4 Operator officials requesting review of SWPPP inspection records. One copy of each inspection report shall be delivered to the Owner's representative.
- 3.3.3 Contractor shall keep records of all major grading and stabilization activities on file with the SWPPP book at the project site and make available for review by Owner's representative, EPA, TCEQ, or MS4 Operator officials requesting review of the SWPPP.
- 3.3.4 Contractor shall retain copies of all inspection records and the Major Grading and Stabilization Log along with SWPPP book for 3 years from NOT date per TCEQ regulations.

3.4 MAINTENANCE

- 3.4.1 All erosion and sediment control measures and other protective measures identified in the SWPPP must be maintained in effective operating condition. If through inspections the permittee determines that BMPs are not operating effectively, maintenance must be performed before the next anticipated storm event or as necessary to maintain the continued effectiveness of storm water controls. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable. Erosion and sediment controls that have been intentionally disabled, run over, removed or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.

3.5 WASTE DISPOSAL

- 3.5.1 Contractor is responsible for proper disposal of hazardous materials. Hazardous wastes (such as flammable petroleum products and solvents, thinners) and materials contaminated with hazardous wastes are considered regulated wastes, and should be containerized for transport and disposal by a permitted company in accordance with applicable laws and regulations.
- 3.5.2 Any trash or debris must be contained on site and disposed of in a recycling bin or waste receptacle in accordance with applicable laws and regulations to prevent wind or rain from carrying it off-site into a storm drain. Non-hazardous solid wastes such as general construction debris may be

recycled or disposed of in the trash container. Never dispose of liquid wastes of any kind in University dumpsters.

PART 4 - SAMPLE FORMS

The following forms or sketches are to be used by the Contractor in the execution of the work in this Section, in compliance with TPDES requirements and the SWPPP.

- SWPPP Project Startup
- Major Grading and Stabilization Log
- SWPPP Posting Sign for Main Construction Entrance for large construction site 5 acres or greater
- Stormwater Construction Site Inspection Report

Contact the Owner's representative for electronic copies of these forms to be used in the execution of work in this section:

- TCEQ TPDES Notice of Intent (NOI)
- TCEQ TPDES CSN (Large CSN or Small CSN)
- TCEQ TPDES Notice of Termination (NOT)
- Shared SWPPP Acceptance Certification form
- SWPPP Inspection form

END OF SECTION

SWPPP Project Start-up

Contractors must meet 4 TPDES requirements before soil-disturbing activities can commence on this project. This form provides the Contractor and Owner an acceptance of compliance with initial BMPs and required paperwork for commencement of work on the project site.

The Contractor is to initial items that are certified as complete and then review for concurrence with the Owner’s Designated Representative.

1 BMPs applicable to this project have been inspected to ensure correct placement in accordance with the SWPPP and for proper installation according to specifications.

Initial by Contractor

Initial by Owner’s Representative

2 The SWPPP is approved and on site.

Initial by Contractor

Initial by Owner’s Representative

3 The TCEQ NOI, Posting Notice forms (and permits if received), and TCEQ CSNs are complete and posted for all permittees at the main entrance to the project site.

Initial by Contractor

Initial by Owner’s Representative

4 Inspector qualifications and letter of delegation of authority are inserted in the SWPPP.

Initial by Contractor

Initial by Owner’s Representative

Having met the above requirements and in recognition of prior receipt of Notice to Proceed, the Contractor is authorized to commence work on site.

Contractor

Date: _____ - _____

Owner’s Representative

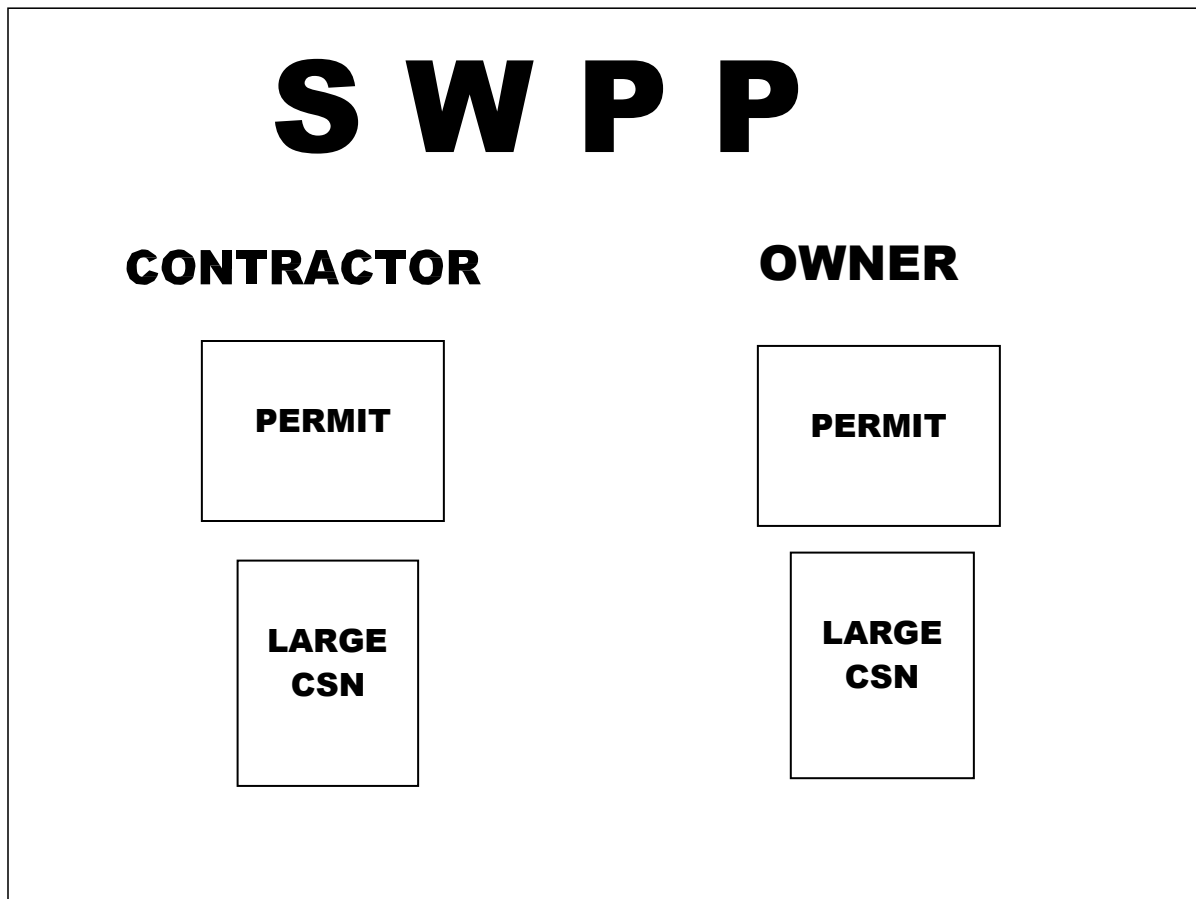
Date: _____

**Storm Water Pollution Prevention Plan
 Major Grading and Stabilization Activities Log**

Start Date	End Date*	Type and Location of Activity

***End Date does not pertain to stabilization activities**

Sign for Large Construction Site



MINIMUM SIGN SPECIFICATIONS: 5 Acre or Greater Sites

SIGN - Exterior grade $\frac{3}{4}$ " plywood, cut 4' x 4', with red painted letters, background painted white – DISPLAY ON CONSTRUCTION FENCE AT MAIN ENTRANCE TO PROJECT SITE.

S W P P P - 10-inch painted letters, 3 inches from top of sign, centered

CONTRACTOR OWNER - 3 inch painted letters, 4 inches below SWPPP letters, centered on each half of sign

PERMIT, CSN - 8-1/2 X 11 TCEQ forms, laminated beyond edges of documents, stapled to plywood.

SECTION 02 40 00

REMOVING EXISTING PAVEMENTS AND STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removing concrete paving, asphaltic concrete pavement, and base courses.
- B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.
- C. Removing pipe culverts and sewers.
- D. Removing existing inlets and manholes.
- E. Removing miscellaneous structures of concrete or masonry and all debris.

1.02 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for disposal of debris.
- B. Coordinate removal work with utility companies.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

- A. Obtain advance approval from Engineer for dimensions and limits of removal work.
- B. Identify known utilities below grade. Stake and flag locations.

3.02 PROTECTION

- A. Protect the following from damage or displacement:
 - 1. Adjacent public and private property.
 - 2. All trees, plants, and other landscape features unless designated to be removed.
 - 3. All utilities unless designated to be removed.
 - 4. All pavement and utility structures unless designated to be removed.
 - 5. Bench marks, monuments, and existing structures designated to remain.

3.03 REMOVAL

- A. Remove pavements and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.

- B. Minimize amount of earth loaded during removal operations.
- C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to a minimum depth of 2 inches.
- D. Where street and driveway saw cut locations coincide or fall within 3 feet of existing construction or expansion joints, break out to existing joint.
- E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.
- F. Where existing end of pipe culvert or end of sewer is to remain, install an 8-inch-thick masonry plug in pipe end prior to backfill.

3.04 BACKFILL

- A. Backfill of removal areas shall be in accordance with requirements of Section 31 23 16.16 - Excavation and Backfill for Structures.

3.05 DISPOSAL

- A. Inlet frames, grates, and plates; and manhole frames and covers, may remain Owner's property. Disposal shall be in accordance with local and state laws and the responsibility of the Contractor.
- B. Remove from the site debris resulting from work under this section in accordance with local and state laws and the responsibility of the Contractor.

PART 4 PAYMENT

4.01 MEASUREMENT & PAYMENT

Unless prescribed elsewhere in the Contract documents, Unit Prices as follows:

Payment of the quantities for removing existing pavements and structures measured as specified will be at the contract unit price per square yard of the thickness specified.

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removing concrete paving, asphaltic concrete pavement, and base courses.
- B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.
- C. Removing pipe culverts and sewers.
- D. Removing existing inlets and manholes.
- E. Removing miscellaneous structures of concrete or masonry.

1.02 MEASUREMENT AND PAYMENT

- A. Payment are based on a lump sum basis

1.03 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for disposal of debris.
- B. Coordinate removal work with utility companies.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

- A. Obtain advance approval from Public Works Director for dimensions and limits of removal work.
- B. Identify known utilities below grade. Stake and flag locations.

3.02 PROTECTION

- A. Protect the following from damage or displacement:
 - 1. Adjacent public and private property.
 - 2. Trees, plants, and other landscape features designated to remain.
 - 3. Utilities designated to remain.
 - 4. Pavement and utility structures designated to remain.
 - 5. Bench marks, monuments, and existing structures designated to remain.

3.03 REMOVALS

- A. Remove pavements and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.
- B. Minimize amount of earth loaded during removal operations.
- C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to a minimum depth of 2 inches.
- D. Where street and driveway saw cut locations coincide or fall within 3 feet of existing construction or expansion joints, break out to existing joint.
- E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.
- F. Where existing end of pipe culvert or end of sewer is to remain, install an 8-inch-thick masonry plug in pipe end prior to backfill.

3.04 BACKFILL

- A. Backfill of removal areas shall be in accordance with requirements of Section 31 23 33 - Excavation and Backfill for Structures.

3.05 DISPOSAL

- A. Inlet frames, grates and plates; and manhole frames and covers, may remain owner's property. Disposal shall be in accordance with local and state laws and the responsibility of the Contractor.
- B. Remove from the site debris resulting from work under this section in accordance with local and state laws and the responsibility of the Contractor.

END OF SECTION

SECTION 03 30 00

**CAST-IN-PLACE CONCRETE
CONCRETE FOR UTILITY CONSTRUCTION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cast-in-place concrete work for utility construction or rehabilitation, such as slabs on grade, small vaults, site-cast bases for precast units, and in-place liners for manhole rehabilitation.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.

- 1. No payment will be made for concrete for utility construction under this Section. Include cost in applicable utility structure.

1.03 REFERENCES

- A. ACI 117 - Standard Tolerances for Concrete Construction and Materials.
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
- C. ACI 302.1R - Guide for Concrete Floor and Slab Construction.
- D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
- E. ACI 308 - Standard Practice for Curing Concrete.
- F. ACI 309R - Guide for Consolidation of Concrete.
- G. ACI 311 - Batch Plant Inspection and Field Testing of Ready Mixed Concrete.
- H. ACI 315 - Manual of Standard Practice for Detailing Reinforced Concrete Structures.
- I. ACI 318 - Building Code Requirements for Reinforced Concrete.
- J. ACI 544 - Guide for Specifying, Mixing, Placing, and Finishing Steel Fiber Reinforced Concrete.
- K. ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
- L. ASTM A 185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- M. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- N. ASTM A 767 - Standard Specifications for Zinc-coated (Galvanized) Bars for Concrete Reinforcement.
- O. ASTM A 775 - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.

- P. ASTM A 820 - Steel Fibers for Fiber Reinforced Concrete.
- Q. ASTM A 884 - Specification for Epoxy-coated Steel Wire and Welded Wire Fabric for Reinforcement.
- R. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
- S. ASTM C 33 - Standard Specification for Concrete Aggregates.
- T. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- U. ASTM C 42 - Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- V. ASTM C 94 - Standard Specification for Ready-Mixed Concrete.
- W. ASTM C 138 - Standard Test Method for Unit Weight Yield and Air Content (Gravimetric) of Concrete.
- X. ASTM C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
- Y. ASTM C 150 - Standard Specification for Portland Cement.
- Z. ASTM C 172 - Standard Practice for Sampling Freshly Mixed Concrete.
- AA. ASTM C 173 - Standard Test Method for Air Content of Freshly Mixed Concrete by Volumetric Method.
- AB. ASTM C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
- AC. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.
- AD. ASTM C 309 - Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete.
- AE. ASTM C 494 - Standard Specification for Chemical Admixtures for Concrete.
- AF. ASTM C 595 - Standard Specification for Blended Hydraulic Cements.
- AG. ASTM C 685 - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.
- AH. ASTM C 1017 - Chemical Admixtures for Use in Producing Flowing Concrete.
- AI. ASTM C 1064 - Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete.
- AJ. ASTM C 1077 - Standard Practice for Laboratory Testing of Concrete and Concrete Aggregate for Use in Construction and Criteria for Laboratory Evaluation.
- AK. ASTM D 638 - Test Method for Tensile Properties of Plastics.
- AL. ASTM D 746 - Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.
- AM. ASTM D 747 - Test Method for Apparent Bending Modulus of Plastics by Means of a Cantilever Beam.

- AN. CRSI MSP-1 - Manual of Standard Practice.
- AO. CRSI - Placing Reinforcing Bars.
- AP. Federal Specification SS-S-210A - Sealing Compound, Preformed Plastic, for Expansion Joints and Pipe Joints
- AQ. NRMCA - Concrete Plant Standards.

1.04 SUBMITTALS

- A. Conform to Section 01 33 00 - Submittal Procedures.
- B. Submit proposed mix design and test data for each type and strength of concrete in the Work.
- C. Submit laboratory reports prepared by an independent testing laboratory stating that materials used comply with requirements of this Section.
- D. Submit manufacturer's mill certificates for reinforcing steel. Provide specimens for testing when required by the Engineer.
- E. Submit certification from concrete supplier that materials and equipment used to produce and deliver concrete comply with this Specification.
- F. When required on Drawings, submit shop drawings showing reinforcement type, quantity, size, length, location, spacing, bending, splicing, support, fabrication details, and other pertinent information.
- G. For waterstops, submit product information sufficient to indicate compliance with this Section, including manufacturer's descriptive literature and specifications.

1.06 HANDLING AND STORAGE

- A. Cement: Store cement off of the ground in a well-ventilated, weatherproof building.
- B. Aggregate: Prevent mixture of foreign materials with aggregate and preserve gradation of aggregate.
- C. Reinforcing Steel: Store reinforcing steel to protect it from mechanical injury and formation of rust. Protect epoxy-coated steel from damage to the coating.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Cementitious Material:
 - 1. Portland Cement: ASTM C 150, Type II, unless the use of Type III is authorized by the Engineer; or ASTM C 595, Type IP. For concrete in contact with sewage use Type II cement.
 - 2. When aggregates are potentially reactive with alkalis in cement, use cement not exceeding 0.6 percent alkali content in the form of $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$.
- B. Water: Clean, free from harmful amounts of oils, acids, alkalis, or other deleterious substances, and meeting requirements of ASTM C 94.

- C. Aggregate:
1. Coarse Aggregate: ASTM C 33. Unless otherwise indicated, use the following ASTM standard sizes: No. 357 or No. 467; No. 57 or No. 67, No. 7. Maximum size: Not larger than 1/5 of the narrowest dimension between sides of forms, nor larger than 3/4 of minimum clear spacing between reinforcing bars.
 2. Fine Aggregate: ASTM C 33.
 3. Determine the potential reactivity of fine and coarse aggregate in accordance with the Appendix to ASTM C 33.
- D. Air Entraining Admixtures: ASTM C 260.
- E. Chemical Admixtures:
1. Water Reducers: ASTM C 494, Type A.
 2. Water Reducing Retarders: ASTM 494, Type D.
 3. High Range Water Reducers (Superplasticizers): ASTM C 494, Types F and G.
- F. Prohibited Admixtures: Admixtures containing calcium chloride, thiocyanate, or materials that contribute free chloride ions in excess of 0.1 percent by weight of cement.
- G. Reinforcing Steel:
1. Use new billet steel bars conforming to ASTM A 615, ASTM A 767, or ASTM A 775, grade 40 or grade 60, as shown on Drawings. Use deformed bars except where smooth bars are specified. When placed in work, keep steel free of dirt, scale, loose or flaky rust, paint, oil or other harmful materials.
 2. Where shown, use welded wire fabric with wire conforming to ASTM A 185 or ASTM A 884. Supply the gauge and spacing shown, with longitudinal and transverse wires electrically welded together at points of intersection with welds strong enough not to be broken during handling or placing.
 3. Wire: ASTM A 82. Use 16-1/2 gauge minimum for tie wire, unless otherwise indicated.
- H. Fiber:
1. Fibrillated Polypropylene Fiber:
 - a. Addition Rate: 1.5 pounds of fiber per cubic yard of concrete.
 - b. Physical Properties:
 - 1) Material: Polypropylene.
 - 2) Length: 1/2 inch or graded
 - 3) Specific Gravity: 0.91.
 - c. Acceptable Manufacturer: W. R. Grace Company, Fibermesh, or approved equal.

2. Steel Fiber: Comply with applicable provisions of ACI 544 and ASTM A 820.
 - a. Ratio: 50 to 200 pounds of fiber per cubic yard of concrete.
 - b. Physical Properties
 - 1) Material: Steel.
 - 2) Aspect Ratio (for fiber lengths of 0.5 to 2.5 inch, length divided by diameter or equivalent diameter): 30:1 to 100:1.
 - 3) Specific Gravity: 7.8.
 - 4) Tensile Strength: 40-400 ksi.
 - 5) Young's Modulus: 29,000 ksi.
 - 6) Minimum Average Tensile Strength: 50,000 psi.
 - 7) Bending Requirements: Withstand bending around 0.125-inch diameter mandrel to an angle of 90 degrees, at temperatures not less than 60 degrees F, without breaking.
- I. Curing Compounds: Type 2 white-pigmented liquid membrane-forming compounds conforming to ASTM C 309.

2.02 FORMWORK MATERIALS

- A. Lumber and Plywood: Seasoned and of good quality, free from loose or unsound knots, knot holes, twists, shakes, decay and other imperfections which would affect strength or impair the finished surface of concrete. Use S4S lumber for facing or sheathing. Forms for bottoms of caps: At least 2-inch (nominal) lumber, or 3/4-inch form plywood backed adequately to prevent misalignment. For general use, provide lumber of 1-inch nominal thickness or form plywood of approved thickness.
- B. Formwork for Exposed Concrete Indicated to Receive Rubbed Finish: Form or form-lining surfaces free of irregularities; plywood of 1/4-inch minimum thickness, preferably oiled at the mill.
- C. Chamfer Strips and Similar Moldings: Redwood, cypress, or pine that will not split when nailed and which can be maintained to true line. Use mill-cut molding dressed on all faces.
- D. Form Ties: Metal or fiberglass of approved type with tie holes not larger than 7/8 inch in diameter. Do not use wire ties or snap ties.
- E. Metal Forms: Clean and in good condition, free from dents and rust, grease, or other foreign materials that tend to disfigure or discolor concrete in a gauge and condition capable of supporting concrete and construction loads without significant distortion. Countersink bolt and rivet heads on facing sides. Use only metal forms which present a smooth surface and which line up properly.

2.03 PRODUCTION METHODS

- A. Use either ready-mixed concrete conforming to requirements of ASTM C 94, or concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685.

2.04 MEASUREMENT OF MATERIALS

- A. Measure dry materials by weight, except volumetric proportioning may be used when concrete is batched and mixed in accordance with ASTM C 685.
- B. Measure water and liquid admixtures by volume.

2.05 DESIGN MIX

- A. Use design mixes prepared by a certified testing laboratory in accordance with ASTM C 1077 and conforming to requirements of this section.
- B. Proportion concrete materials based on ACI 211.1 to comply with durability and strength requirements of ACI 318, Chapters 4 and 5, and this specification. Prepare mix design of Class A concrete so minimum cementitious content is 564 pounds per cubic yard. Submit concrete mix designs to the Engineer for review.
- C. Proportioning on the basis of field experience or trial mixtures in accordance with requirements at Section 5.3 of ACI 318 may be used, if approved by the Engineer.
- D. Classification:

CLASS	TYPE	MINIMUM COMPRESSIVE STRENGTH (LBS/SQ. IN.)		MAXIMUM W/C RATIO	AIR CONTENT (PERCENT)	CONSISTENCY RANGE IN SLUMP (INCHES)
		7-DAY	28-DAY			
A	Structural	3200	4000	0.45	4± 1	2 to 4*
B	Pipe Block Fill, Thrust Block	2400	3000	----	4± 1	5 to 7

*When ASTM C 494, Type F or Type G admixture is used to increase workability, this range may be 6 to 9.

- E. Add steel or polypropylene fibers only when called for on the Drawings or in another section of these Specifications.
- F. Determine air content in accordance with ASTM C 138, ASTM C 173 or ASTM C 231.
- G. Use of Concrete Classes: Use classes of concrete as indicated on the Drawings and other Specifications. Use Class B for non-reinforced concrete used for plugging pipes, seal slabs, thrust blocks, trench dams, and concrete fill unless indicated otherwise. Use Class A for all other applications.

2.06 PVC WATERSTOPS

- A. Extrude from virgin polyvinyl chloride elastomer. Use no reclaimed or scrap material. Submit waterstop manufacturer's current test reports and manufacturer's written certification that the material furnished meets or exceeds Corps of Engineers Specification CRD-C572 and other specified requirements.
- B. Flat Strip and Center-Bulb Waterstops:
 - 1. Thickness: not less than 3/8 inch
 - 2. Acceptable Manufacturers:
 - a. Kirkhill Rubber Co., Brea, California
 - b. Water Seals, Inc., Chicago, Illinois

- c. Progress Unlimited, Inc., New York, New York
- d. Greenstreak Plastic Products Co., St. Louis, Missouri
- e. Approved equal.

2.07 RESILIENT WATERSTOP

- A. Resilient Waterstop: Where shown on the Drawings; either a bentonite- or adhesive-type material.
- B. Bentonite Waterstop:
 - 1. Material: 75 percent bentonite, mixed with butyl rubber-hydrocarbon containing less than 1.0 percent volatile matter, and free of asbestos fibers or asphaltics.
 - 2. Manufacturer's rated temperature ranges: For application, 5 to 125 degrees F; in service, -40 to 212 degrees F.
 - 3. Cross-sectional dimensions, unexpanded waterstop: 1 inch by 3/4 inch.
 - 4. Provide with adhesive backing capable of producing excellent adhesion to concrete surfaces.
- C. Adhesive Waterstop:
 - 1. Preformed plastic adhesive waterstop at least 2 inches in diameter.
 - 2. Meets or exceeds requirements of Federal Specification SS-S-210A.
 - 3. Supplied wrapped completely by a 2-part protective paper.
 - 4. Submit independent laboratory tests verifying that the material seals joints in concrete against leakage when subjected to a minimum of 30 psi water pressure for at least 72 hours.
 - 5. Provide primer, to be used on hardened concrete surfaces, from the same manufacturer who supplies the waterstop material.
 - 6. Acceptable Manufacturer: Synko-Flex Preformed Plastic Adhesive Waterstop, Synko-Flex Products, Inc.; or approved equal.

PART 3 EXECUTION

3.01 FORMS AND SHORING

- A. Provide mortar-tight forms sufficient in strength to prevent bulging between supports. Set and maintain forms to lines designated such that finished dimensions of structures are within the tolerances specified in ACI 117. Construct forms to permit removal without damage to concrete. Forms may be given slight draft to permit ease of removal. Provide adequate cleanout openings. Before placing concrete, remove extraneous matter from within forms.
- B. Install rigid shoring having no excessive settlement or deformation. Use sound timber in shoring centering. Shim to adjust and tighten shoring with hardwood timber wedges.
- C. Design Loads for Horizontal Surfaces of Forms and Shoring: Minimum fluid pressure, 175 pounds per cubic foot; live load, 50 pounds per square foot. Maximum unit stresses: 125 percent of allowable stresses used for form materials and for design of support structures.

- D. Back formwork with a sufficient number of studs and wales to prevent deflection.
- E. Re-oil or lacquer the liner on the job before using. Facing may be constructed of 3/4-inch plywood made with waterproof adhesive backed by adequate studs and wales. In such cases, form lining will not be required.
- F. Unless otherwise indicated, form outside corners and edges with triangular 3/4-inch chamfer strips (measured on sides).
- G. Remove metal form ties to depth of at least 3/4 inch from surface of concrete. Do not burn off ties. Do not use pipe spreaders. Remove spreaders which are separate from forms as concrete is being placed.
- H. Treat facing of forms with approved form coating before concrete is placed. When directed by Engineer, treat both sides of face forms with coating. Apply coating before reinforcement is placed. Immediately before the concrete is placed, wet surface of forms which will come in contact with concrete.

3.02 PLACING REINFORCEMENT

- A. Place reinforcing steel accurately in accordance with approved Drawings. Secure steel adequately in position in forms to prevent misalignment. Maintain reinforcing steel in place using approved concrete and hot-dip galvanized metal chairs and spacers. Place reinforcing steel in accordance with CRSI Publication "Placing Reinforcing Bars." Request inspection of reinforcing steel by the inspector and obtain acceptance before concrete is placed.
- B. Minimum spacing center-to-center of parallel bars: 2-1/2 times nominal bar diameter. Minimum cover measured from surface of concrete to face of reinforcing bar unless shown otherwise on the Drawings: 3 inches for surfaces cast against soil or subgrade, 2 inches for other surfaces.
- C. Detail bars in accordance with ACI 315. Fabricate reinforcing steel in accordance with CRSI Publication MSP-1, "Manual of Standard Practice." Bend reinforcing steel to required shape while steel is cold. Excessive irregularities in bending will be cause for rejection.
- D. Do not splice bars without written approval of the Engineer. Approved bar bending schedules or placing drawings constitute written approval. Splice and development length of bars shall conform to ACI 318, Chapters 7 and 12, and as shown on Drawings. Stagger splices or locate at points of low tensile stress.

3.03 EMBEDDED ITEMS

- A. Install conduit and piping as shown on Drawings. Accurately locate and securely fasten conduit, piping, and other embedded items in forms.
- B. Install waterstops as specified in other sections and according to manufacturer's instructions. Securely position waterstops at joints as indicated on Drawings. Protect waterstops from damage or displacement during concrete placing operations.

3.04 BATCHING, MIXING AND DELIVERY OF CONCRETE

- A. Measure, batch, mix, and deliver ready-mixed concrete in accordance with ASTM C 94, Sections 8 through 11. Produce ready-mixed concrete using an automatic batching system as described in NRMCA Concrete Plant Standards, Part 2 - Plant Control Systems.

- B. Measure, mix and deliver concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685, Sections 6 through 8.
- C. Maintain concrete workability without segregation of material and excessive bleeding. Obtain approval of the Engineer before adjustment and change of mix proportions.
- D. Ready-mixed concrete delivered to the site shall be accompanied by batch tickets providing the information required by ASTM C 94, Section 16. Concrete produced by continuous mixing shall be accompanied by batch tickets providing the information required by ASTM C 685, Section 14.
- E. When adverse weather conditions affect quality of concrete, postpone concrete placement. Do not mix concrete when air temperature is at or below 40 degrees F and falling. Concrete may be mixed when temperature is 35 degrees F and rising. Take temperature readings in the shade, away from artificial heat. Protect concrete from temperatures below 32 degrees F until the concrete has cured for a minimum of 3 days at 70 degrees F or 5 days at 50 degrees F.
- F. Clean, maintain and operate equipment so that it thoroughly mixes material as required.
- G. Hand-mix only when approved by the Engineer.

3.05 PLACING CONCRETE

- A. Give sufficient advance notice to the Engineer (at least 24 hours prior to commencement of operations) to permit inspection of forms, reinforcing steel, embedded items and other preparations for placing concrete. Place no concrete prior to the Engineer's approval.
- B. Schedule concrete placing to permit completion of finishing operations in daylight hours. However, if necessary to continue after daylight hours, light the site as required. If rainfall occurs after placing operations are started, provide covering to protect the work.
- C. Use troughs, pipes and chutes lined with approved metal or synthetic material in placing concrete so that concrete ingredients are not separated. Keep chutes, troughs and pipes clean and free from coatings of hardened concrete. Allow no aluminum material to be in contact with concrete.
- D. Limit free fall of concrete to 4 feet. Do not deposit large quantities of concrete at one location so that running or working concrete along forms is required. Do not jar forms after concrete has taken an initial set; do not place any strain on projecting reinforcement or anchor bolts.
- E. Use tremies for placing concrete in walls and similar narrow or restricted locations. Use tremies made in sections, or provide in several lengths, so that outlet may be adjusted to proper height during placing operations.
- F. Place concrete in continuous horizontal layers approximately 12 inches thick. Place each layer while layer below is still plastic.
- G. Compact each layer of concrete with concrete spading implements and mechanical vibrators of approved type and adequate number for the size of placement. When immersion vibrators cannot be used, use form vibrators. Apply vibrators to concrete immediately after depositing. Move the vibrator vertically through the layer of concrete just placed and several inches into plastic layer below. Do not penetrate or disturb layers previously placed which have partially set. Do not use vibrators to aid lateral flow concrete. Closely supervise consolidation to ensure uniform insertion and duration of immersion.

H. Handling and Placing Concrete: Conform to ACI 302.1R, ACI 304R and ACI 309R.

3.06 WATERSTOPS

- A. Embed waterstops in concrete across joints as shown. Waterstops shall be continuous for the extent of the joint; make splices necessary to provide such continuity in accordance with manufacturer's instructions. Support and protect waterstops during construction operations; repair or replace waterstops damaged during construction.
- B. Install waterstops in concrete on one side of joints, leaving other side exposed until the next pour. When a waterstop will remain exposed for 2 days or more, shade and protect the exposed waterstop from direct rays of the sun during the entire exposure and until the exposed portion of the waterstop is embedded in concrete.
- C. Splicing PVC Waterstops:
1. Splice waterstops by heat-sealing adjacent waterstop sections in accordance with the manufacturer's printed instructions.
 2. Butt end-to-end joints of two identical waterstop sections may be made in the forms during placement of waterstop material.
 3. Prior to placement in formwork, prefabricate waterstop joints involving more than two ends to be joined together, an angle cut, an alignment change, or the joining of two dissimilar waterstop sections, allowing not less than 24-inch long strips of waterstop material beyond the joint. Upon inspection and approval by the Engineer, install prefabricated waterstop joint assemblies in formwork, and butt-weld ends of the 24-inch strips to the straight-run portions of waterstop in the forms.
- D. Setting PVC Waterstops:
1. Correctly position waterstops during installation. Support and anchor waterstops during progress of the work to ensure proper embedment in concrete and to prevent folding over of the waterstop by concrete placement. Locate symmetrical halves of waterstops equally between concrete pours at joints, with center axis coincident with joint openings. Thoroughly work concrete in joint vicinity for maximum density and imperviousness.
 2. Where a waterstop in a vertical wall joint does not connect with any other waterstop, and is not intended to be connected to a waterstop in a future concrete placement, terminate the waterstop 6 inches below the top of the wall.
- E. Replacement of Defective Field Joints: Replace waterstop field joints showing evidence of misalignment, offset, porosity, cracks, bubbles, inadequate bond or other defects with products and joints complying to the Specifications.
- F. Resilient Waterstop:
1. Install resilient waterstop in accordance with manufacturer's instructions and recommendations.
 2. When requested by the Engineer, provide technical assistance by manufacturer's representative in the field at no additional cost to the Owner.

3. Use resilient waterstop only where complete confinement by concrete is provided; do not use in expansion or contraction joints.
4. Where resilient waterstop is used in combination with PVC waterstop, lap resilient waterstop over PVC waterstop a minimum of 6 inches and place in contact with the PVC waterstop. Where crossing PVC at right angles, melt PVC ribs to form a smooth joining surface.
5. At the free top of walls without connecting slabs, stop the resilient waterstop and grooves (where used) 6 inches from the top in vertical wall joints.
6. Bentonite Waterstop:
 - a. Locate bentonite waterstop as near as possible to the center of the joint and extend continuous around the entire joint. Minimum distance from edge of waterstop to face of member: 5 inches.
 - b. Where thickness of concrete member to be placed on bentonite waterstop is less than 12 inches, place waterstop in grooves at least 3/4 inch deep and 1-1/4 inches wide formed or ground into concrete. Minimum distance from edge of waterstop placed in groove to face of member: 2.5 inches.
 - c. Do not place bentonite waterstop when waterstop material temperature is below 40 degrees F. Waterstop material may be warmed so that it remains above 40 degrees F during placement but means used to warm it shall in no way harm the material or its properties. Do not install waterstop where air temperature falls outside manufacturer's recommended range.
 - d. Place bentonite waterstop only on smooth and uniform surfaces; grind concrete smooth if necessary to produce satisfactory substrate, or bond waterstop to irregular surfaces using an epoxy grout which completely fills voids and irregularities beneath the waterstop material. Prior to installation, wire brush the concrete surface to remove laitance and other substances that may interfere with bonding of epoxy.
 - e. In addition to the adhesive backing provided with the waterstop, secure bentonite waterstop in place with concrete nails and washers at 12-inch maximum spacing.
7. Adhesive Waterstop:
 - a. With a wire brush thoroughly clean the concrete surface on which the waterstop is to be placed and then coat with primer.
 - b. If the surface is too rough to allow the waterstop to form a complete contact, grind to form an adequately smooth surface.
 - c. Install the waterstop with the top protective paper left in place. Overlap joints between strips a minimum of 1 inch and cover back over with protective paper.
 - d. Do not remove protective paper until just before final formwork completion. Concrete shall be placed immediately. The time that the waterstop material is uncovered prior to concrete placement shall be minimized and shall not exceed 24 hours.

3.07 CONSTRUCTION JOINTS

A. Definitions:

1. Construction joint: Contact surface between plastic (fresh) concrete and concrete that has attained initial set.
2. Monolithic: Manner of concrete placement to reduce or eliminate construction joints; joints other than those indicated on Drawings will not be permitted without written approval of Engineer. Where so approved, make additional construction joints with details equivalent to those indicated for joints in similar locations.
3. Preparation for Construction Joints: Roughen surface of concrete previously placed, leaving some aggregate particles exposed. Remove laitance and loose materials by sandblasting or high-pressure water blasting. Keep surface wet for several hours prior to placing of plastic concrete.

3.08 CURING

A. Comply with ACI 308. Cure by preventing loss of moisture, rapid temperature change and mechanical injury for a period of 7 curing days when Type II or IP cement has been used and for 3 curing days when Type III cement has been used. Start curing as soon as free water has disappeared from the concrete surface after placing and finishing. A curing day is any calendar day in which the temperature is above 50 degrees F for at least 19 hours. Colder days may be counted if air temperature adjacent to concrete is maintained above 50 degrees F. In continued cold weather, when artificial heat is not provided, removal of forms and shoring may be permitted at the end of calendar days equal to twice the required number of curing days. However, leave soffit forms and shores in place until concrete has reached the specified 28-day strength, unless directed otherwise by the Engineer.

B. Cure formed surfaces not requiring rubbed-finished surface by leaving forms in place for the full curing period. Keep wood forms wet during the curing period. Add water as needed for other types of forms. Or, at Contractor's option, forms may be removed after 2 days and curing compound applied.

C. Rubbed Finish:

1. At formed surfaces requiring rubbed finish, remove forms as soon as practicable without damaging the surface.
2. After rubbed-finish operations are complete, continue curing formed surfaces by using either approved curing/sealing compounds or moist cotton mats until normal curing period is complete.

D. Unformed Surfaces: Cure by membrane curing compound method.

1. After concrete has received a final finish and surplus water sheen has disappeared, immediately seal surface with a uniform coating of approved curing compound, applied at the rate of coverage recommended by manufacturer or as directed by the Engineer. Do not apply less than 1 gallon per 180 square feet of area. Provide satisfactory means to properly control and check rate of application of the compound.
2. Thoroughly agitate the compound during use and apply by means of approved mechanical power pressure sprayers equipped with atomizing nozzles. For application on small

miscellaneous items, hand-powered spray equipment may be used. Prevent loss of compound between nozzle and concrete surface during spraying operations.

3. Do not apply compound to a dry surface. If concrete surface has become dry, thoroughly moisten surface immediately prior to application. At locations where coating shows discontinuities, pinholes or other defects, or if rain falls on a newly coated surface before film has dried sufficiently to resist damage, apply an additional coat of compound at the specified rate of coverage.

3.09 REMOVAL OF FORMS AND SHORING

- A. Remove forms from surfaces requiring rubbing only as rapidly as rubbing operation progresses. Remove forms from vertical surfaces not requiring rubbed-finish when concrete has aged for the required number of curing days. When curing compound is used, do not remove forms before 2 days after concrete placement.
- B. Leave soffit forms and shores in place until concrete has reached the specified 28-day strength, unless directed otherwise by the Engineer.

3.10 DEFECTIVE WORK

- A. Immediately repair any defective work discovered after forms have been removed. If concrete surface is bulged, uneven, or shows excess honeycombing or form marks which cannot be repaired satisfactorily through patching, remove and replace the entire section.

3.11 FINISHING

- A. Patch honeycomb, minor defects and form tie holes in concrete surfaces with cement mortar mixed one part cement to two parts fine aggregate. Repair defects by cutting out unsatisfactory material and replacing with new concrete, securely keyed and bonded to existing concrete. Finish to make junctures between patches and existing concrete as inconspicuous as possible. Use a stiff mixture and thoroughly tamp into place. After each patch has stiffened sufficiently to allow for greatest portion of shrinkage, strike off mortar flush with the surface.
- B. Apply a rubbed finish to exposed surfaces of formed concrete structures as noted on Drawings. After pointing has set sufficiently, wet the surface with a brush and perform first surface rubbing with No. 16 carborundum stone, or approved equal. Rub sufficiently to bring surface to paste, to remove form marks and projections, and to produce a smooth, dense surface. Add cement to form surface paste as necessary. Spread or brush material, which has been ground to paste, uniformly over surface and allow to reset. In preparation for final acceptance, clean surfaces and perform final finish rubbing with No. 30 carborundum stone or approved equal. After rubbing, allow paste on the surface to reset; then wash surface with clean water. Leave structure with a clean, neat and uniform-appearing finish.
- C. Apply a wood float finish to concrete slabs.

3.12 FIELD QUALITY CONTROL

- A. Testing shall be performed under provisions of Section 01 45 29 - Testing Laboratory Services.
- B. Unless otherwise directed by Engineer, the following minimum testing of concrete is required. Testing shall be performed by qualified individuals employed by an approved independent testing agency, and conform to the requirements of ASTM C 1077.

1. Take concrete samples in accordance with ASTM C 172.

2. Make one set of four compression test specimens for each mix design at least once per day and for each 150 cubic yards or fraction thereof. Make, cure and test the specimens in accordance with ASTM C 31 and ASTM C 39.
 3. When taking compression test specimens, test each sample for slump according to ASTM C 143, for temperature according to ASTM C 1064, for air content according to ASTM C 231, and for unit weight according to ASTM C 138.
 4. Inspect, sample and test concrete in accordance with ASTM C 94, Section 13, 14, and 15, and ACI 311-5R.
- C. Test Cores: Conform to ASTM C 42.
- D. Testing High Early Strength Concrete: When Type III cement is used in concrete, the specified 7-day and 28-day compressive strengths shall be applicable at 3 and 7 days, respectively.
- E. If 7-day or 3-day test strengths (as applicable for type of cement being used) fail to meet established strength requirements, extended curing or resumed curing on those portions of structure represented by test specimens may be required. If additional curing fails to produce the required strength, strengthening or replacement of portions of structure which fail to develop required strength may be required by the Engineer, at no additional cost to the Owner.

3.13 PROTECTION

- A. Protect concrete against damage until final acceptance by the Owner.
- B. Protect fresh concrete from damage due to rain, hail, sleet, or snow. Provide such protection while the concrete is still plastic, and whenever such precipitation is imminent or occurring.
- C. Do not backfill around concrete structures or subject them to design loadings until components of the structure needed to resist the loading are complete and have reached the specified 28-day compressive strength, except as authorized otherwise by the Engineer.

END OF SECTION

SECTION 31 10 00

SITE CLEARING - PREPARATION OF SITE

PART 1 GENERAL

1.01 SECTION INCLUDES

This Item shall govern for the preparation of the right-of-way and work site for construction operations by the removal and disposal of all obstructions from the right-of-way, work site and from designated easements, where removal of all such obstructions is not otherwise shown on the plans and specifications.

Such obstructions shall be considered to include remains of houses, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, outhouses and shacks.

This Item shall also include the removal of trees and shrubs and other landscape features not designated for preservation, stumps, brush, roots, vegetation, logs, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron and debris, whether above or below ground except live utility facilities.

1.02 DELETED

PART 2 EXECUTION

2.01 PREPARATION

- A. All areas, as shown on the plans, shall be cleared of all structures and obstructions as defined above. Those trees, shrubs and other landscape features specifically designated by the Engineer for preservation shall be carefully protected from abuse, marring, or damage during construction operations. Continual parking and/or servicing of equipment under the branches of trees marked for preservation will not be permitted. When trees and shrubs are designated for preservation and require pruning, they shall be trimmed as directed by the Engineer and all exposed cuts over 2 inches in diameter shall be treated with a material approved by the Engineer.
- B. Culverts, storm sewers, manholes and inlets shall be removed in proper sequence for maintenance of traffic and drainage.
- C. Underground obstructions, except those items designated for preservation, shall be removed to the following depths:
 - (a) In areas to receive embankment: 2 feet below natural ground, except when permitted by the plans, trees and stumps may be cut off as close to natural ground as practicable on areas which are to be covered by at least three feet of embankment.
 - (b) In areas to be excavated: 2 feet below the lower elevation of the excavation.
 - (c) All other areas: 1 foot below natural ground.

2.02 DISPOSAL

- A. Unless otherwise shown herein, all materials and debris removed shall become the property of the Contractor and shall be removed from the right of way and disposed of in a manner satisfactory to the Engineer.
- B. No timber shall be cut or defaced outside of the construction zone limits or material pit limits as indicated on the plans or by the Engineer.

2.03 BACKFILL

- A. Holes remaining after removal of all obstructions, objectionable material, trees, stumps, etc., shall be backfilled with approved material, compacted and restored to approximately its original contours by blading, bulldozing, or by other methods, as approved by the Engineer. In areas to be immediately excavated, the backfilling of holes may not be required when approved by the Engineer.
- B. Before backfilling, the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits, and water or gas pipes over 3 inches in diameter, shall be plugged with an adequate quantity of concrete to form a tight closure.

END OF SECTION

SECTION 31 23 00

EARTHWORK, EXCAVATION, FILL AND GRADING

PART 1 GENERAL

- 1.01 This section shall cover earthwork, including general clearing, removal, disposal or reutilization of all excavated earthen materials necessary and placement of imported fill material for performing the Work as shown on the drawings, including sheeting and bracing, drainage, and other Work incidental to the preparation of the site for subsequent construction Work.
- 1.02 Prior to commencing construction operations, the contractor shall make all the provisions necessary to assure the protection of all existing improvements, both public and private. Where identified, he shall protect trees, shrubs, planting and grass areas and shall make provisions for maintaining public travel in an acceptable manner.
- 1.03 **PROTECTION OF EXISTING IMPROVEMENTS.** Before any excavation is started, adequate protection shall be provided for all lawns, trees, shrubs, landscape work, fences, sidewalks, hydrants, utility poles, street, alley and driveway paving, curbs, storm sewers, ditches, headwalls, catch basins, surface inlets and all other improvements that are to remain in place. Such protection shall be provided as long as necessary to prevent damage from the CONTRACTOR's operations. Shrubs, bushes, small trees and flowers, which have to be removed to permit excavation for the waterline, shall be protected and replanted or replaced when the backfill is completed. The CONTRACTOR shall exercise every precaution to prevent damage to property within and outside easements.
- 1.04 Any damage to driveways, buildings, fences, retaining walls, culverts, drains, pavings, sidewalks, etc. which are removed or damaged during construction shall be repaired by contractor. Repair, restoration or replacements of any improvements damaged or removed shall be the obligation of the contractor at no additional cost to Owner.
- 1.05 Contractor will obtain all necessary permits in public and private rights-of-way from the City of Brownsville, or any other local regulatory authority, as required
- 1.06 **Drainage:** Contractor shall make provisions for temporarily handling runoff on site, flows in existing creeks, ditches, sewers, and trenches by employing pipes, flumes, or other approved methods at all times when his operations would, in any way, interfere with the natural functioning of said creeks, ditches, sewers and drains. The contractor shall at all times during construction provide and maintain sufficient equipment for the lawful disposal of all ponding water, or water which enters excavations, to render such area firm and dry through the construction phase.
- 1.07 It shall be the responsibility of the Bidder and/or Contractor to determine by a careful study of the plans and field conditions the quantities of excavation and imported fill required to bring the ground to the correct elevation.

PART 2 PRODUCTS

- 2.01 **Excavated Material:** Contractor will utilize all of the excess excavated soil material that is not deemed objectionable unless otherwise instructed. All material will be placed, spread, compacted to lines and grades shown on plans or as directed by Engineer
- 2.02 **Imported Fill:** Select Backfill is acceptable as follows - Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20. For pavement subgrade, select fill will serve as

an equal to soil treated with lime in accordance with Section 32 11 13.13 – Lime Treatment for Subgrade, to meet plasticity criteria.

- 2.03 Imported Fill: Random Backfill is acceptable as follows - Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by the applicable fill or backfill installation specification. Refer to Section 31 23 16.16 - Excavation and Backfill for Structures and Section 31 23 33 - Excavation and Backfill for Utilities. If Random backfill is to be used for pavement subgrade, it shall be treated with lime in accordance with Section 32 11 13.13 – Lime Treatment for Subgrade, to meet plasticity criteria.

PART 3 EXECUTION

2.01 DISPOSAL OF EXCAVATED MATERIAL

- A. Contractor will utilize all of the excess excavated material, unless otherwise instructed. In such event, Contractor shall dispose of material off site at no cost to Owner. All material will be graded and compacted as shown on plans or as directed by Engineer.

2.02 DESCRIPTION

- A. Work shall consist of the required excavation and placement of excavated materials, and the placement and compaction of imported fill material, within the limits of the site as shown on the plans. The proper utilization of all excavated and imported fill material and the construction shaping and finishing of all earth work on the entire length of pavement, and all other areas within the site will be done in conformity with the required lines, grades, and typical cross sections in accordance with specification requirements herein outlined.

2.03 CONSTRUCTION METHODS

- A. All excavation and corresponding embankment construction shall be performed as specified herein and in the design plans, and the completed site shall conform to the established alignment, grades and cross sections.
- B. When using either excavated material or imported soil material to perform fill or grading operations, each lift shall be mechanically compacted in 6" (six inch) layers to a minimum density of 90% Standard Proctor, for general areas. Engineer may select random areas for density testing to confirm minimum compaction. In areas of street construction (subgrade) minimum density shall be 95%. For backfill of utilities (trenches) or structures, minimum density shall be as prescribed in the applicable specifications, or on the plans.

END OF SECTION

SECTION 31 23 13
SUBGRADE PREPARATION

PART 1 GENERAL

1.1 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. ASTM International (ASTM):
 - a. D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft³ (600 kN-m/m³)).
 - b. D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).

1.2 DEFINITIONS

- A. Optimum Moisture Content: As defined in Section 31 23 23, Fill and Backfill.
- B. Prepared Ground Surface: Ground surface after completion of clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and scarification and compaction of subgrade.
- C. Relative Compaction: As defined in Section 31 23 23, Fill and Backfill.
- D. Relative Density: As defined in Section 31 23 23, Fill and Backfill.
- E. Subgrade: Layer of existing soil after completion of clearing, grubbing, scalping of topsoil prior to placement of fill, roadway structure or base for floor slab.
- F. Proof-Rolling: Testing of subgrade by compactive effort to identify areas that will not support the future loading without excessive settlement.

1.3 SEQUENCING AND SCHEDULING

- A. Complete applicable Work specified in Sections 02 41 00, Demolition; 31 10 00, Site Clearing; and 31 23 16, Excavation, prior to subgrade preparation.

1.4 QUALITY ASSURANCE

- A. Notify Engineer when subgrade is ready for compaction or proof-rolling or whenever compaction or proof-rolling is resumed after a period of extended inactivity.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Prepare subgrade when unfrozen and free of ice and snow.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

- A. Keep subgrade free of water, debris, and foreign matter during compaction or proof-rolling.
- B. Bring subgrade to proper grade and cross-section and uniformly compact surface.
- C. Do not use sections of prepared ground surface as haul roads. Protect prepared subgrade from traffic.
- D. Maintain prepared ground surface in finished condition until next course is placed.

3.2 COMPACTION

- A. Under Earthfill: Compact upper 6 inches to minimum of 85 percent relative compaction as determined in accordance with ASTM D698 Method.
- B. Under Pavement Structures: Compact upper 6 inches to minimum of 95 percent relative compaction as determined in accordance with ASTM D698 Method.
- C. Under Floor Slabs On Grade: See Structural Design Plans.

3.3 MOISTURE CONDITIONING

- A. Dry Subgrade: Add water, then mix to make moisture content uniform throughout.
- B. Wet Subgrade: Aerate material by blading, discing, harrowing, or other methods, to hasten drying process.

3.4 TESTING

- A. Under Earthfill: Three passes with a loaded dump truck, water truck or similar heavy-wheeled vehicle to detect soft or loose subgrade or unsuitable material, as determined by Engineer.

- B. Under Pavement Structures: Three passes with a loaded dump truck, water truck or similar heavy-wheeled vehicle to detect soft or loose subgrade or unsuitable material, as determined by Engineer.

3.5 CORRECTION

- A. Soft or Loose Subgrade:
 - 1. Adjust moisture content and recompact, or
 - 2. Over excavate as specified in Section 31 23 16, Excavation, and replace with suitable material from the excavation, as specified in Section 31 23 23, Fill and Backfill.

- B. Unsuitable Material: Over excavate as specified in Section 31 23 16, Excavation, and replace with suitable material from the excavation, as specified in Section 31 23 23, Fill and Backfill.

END OF SECTION

SECTION 31 23 16

EXCAVATION

PART 1 GENERAL

1.1 DEFINITIONS

- A. Common Excavation: Removal of material not classified as rock excavation.
- B. Rock Excavation:
 - 1. Not applicable.

1.2 SUBMITTALS

- A. Informational Submittals:
 - 1. Excavation Plan, Detailing:
 - a. Methods and sequencing of excavation.
 - b. Proposed locations of stockpiled excavated material.
 - c. Proposed onsite and offsite spoil disposal sites.

1.3 QUALITY ASSURANCE

- A. Provide adequate survey control to avoid unauthorized over excavation.

1.4 WEATHER LIMITATIONS

- A. Material excavated when frozen or when air temperature is less than 32 degrees F shall not be used as fill or backfill until material completely thaws.
- B. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

1.5 SEQUENCING AND SCHEDULING

- A. Demolition: Complete applicable Work specified in Section 02 41 00, Demolition, prior to excavating.
- B. Clearing, Grubbing, and Stripping: Complete applicable Work specified in Section 31 10 00, Site Clearing, prior to excavating.
- C. Dewatering: Conform to applicable requirements of Section 31 23 19.01,

Dewatering, prior to initiating excavation.

- D. Excavation Support: Install and maintain, as specified in Section 31 41 00, Shoring, as necessary to support sides of excavations and prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

- A. Excavate to lines, grades, and dimensions shown and as necessary to accomplish Work. Excavate to within tolerance of plus or minus 0.1 foot, except where dimensions or grades are shown or specified as maximum or minimum. Allow for forms, working space, granular base, topsoil, and similar items, wherever applicable. Trim to neat lines where concrete is to be deposited against earth.
- B. Do not over excavate without written authorization of Engineer.
- C. Remove or protect obstructions as shown and as specified in Section 01 50 00, Temporary Facilities and Controls, Article Protection of Work and Property.
- D. Use of explosives is not permitted.

3.2 UNCLASSIFIED EXCAVATION

- A. Excavation is unclassified. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

3.03 CLASSIFIED EXCAVATION

- A. Excavation is classified; see Article Definitions for classifications. Notify Engineer whenever rock is encountered.
- B. In event of disputed quantities, excavate additional correlation trenches to apparent rock as considered necessary by Engineer to resolve dispute. Engineer reserves right to stop predrilling and blasting if, in Engineer's opinion, experience indicates that accurate determination of rock quantities is not possible by this method.

3.4 TRENCH WIDTH

A. Minimum Width of Trenches:

1. Single Pipes, Conduits, Direct-Buried Cables, and Duct Banks:
 - a. Less than 6-inch Outside Diameter or Width: 18 inches.
 - b. Greater than 6-inch Outside Diameter or Width: 18 inches greater than outside diameter or width of pipe, conduit, direct-buried cable, or duct bank.
2. Multiple Pipes, Conduits, Cables, or Duct Banks in Single Trench: 18 inches greater than aggregate width of pipes, conduits, cables, duct banks, plus space between.
3. Increase trench widths by thicknesses of sheeting.

- B. Maximum Trench Width: Unlimited, unless otherwise shown or specified, or unless excess width will cause damage to existing facilities, adjacent property, or completed Work.

3.5 PIPE BEDDING GROOVES FOR NONPERFORATED DRAIN LINES

- A. Semicircular, trapezoidal, or 90-degree-V.
- B. Excavated or plowed into trench bottom. Forming groove by compaction will not be acceptable. EMBANKMENT

3.06 AND CUT SLOPES

- A. Shape, trim, and finish cut slopes to conform with lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.
- B. Remove stones and rock that exceed 3-inch diameter and that are loose and may roll down slope. Remove exposed roots from cut slopes.
- C. Round tops of cut slopes in soil to not less than a 6-foot radius, provided such rounding does not extend offsite or outside easements and rights-of-way, or adversely impacts existing facilities, adjacent property, or completed Work.

3.7 STOCKPILING EXCAVATED MATERIAL

- A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- B. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.
- C. Confine stockpiles to within easements, rights-of-way, and approved work areas. Do not obstruct roads or streets.
- D. Do not stockpile excavated material adjacent to trenches and other excavations, unless excavation side slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- E. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if weight of stockpiled material could induce excessive settlement.

3.8 DISPOSAL OF SPOIL

- A. Dispose of excavated materials, which are unsuitable or exceed quantity needed for fill or backfill, offsite.
- B. Dispose of debris resulting from removal of underground facilities as specified in Section 02 41 00, Demolition, for demolition debris.
- C. Dispose of debris resulting from removal of organic matter, trash, refuse, and junk as specified in Section 31 10 00, Site Clearing, for clearing and grubbing debris.

END OF SECTION

SECTION 31 23 16.13
TRENCH SAFETY SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Trench safety system for the construction of trench excavations.
2. Trench safety system for structural excavations which fall under provisions of State and Federal trench safety laws.

1.2 DELETED

1.3 DEFINITIONS

1. A trench shall be defined as a narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.
2. The trench safety system requirements will apply to larger open excavations if the erection of structures or other installations limits the space between the excavation slope and these installation to dimensions equivalent of a trench as defined.
3. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

1.04 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01 33 00 Submittal Procedures.
- B. Submit a safety program specifically for the construction of trench excavation. Design the trench safety program to be in accordance with OSHA 29CFR standards governing the presence and activities of individuals working in and around trench excavations.
- C. Construction and shop drawings containing deviations from OSHA standards or special designs shall be sealed by a licensed Engineer retained and paid by the Contractor.
- D. Review of the safety program by the City or Engineer will only be in regard to compliance with this specification and will not constitute approval by the City Engineer nor relieve Contractor of obligations under State and Federal trench safety laws.

1.05 REGULATORY REQUIREMENTS

- A. Install and maintain trench safety systems in accordance with the detail specifications set out in the provision of Excavations, Trenching, and Shoring, Federal Occupation Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Final Rule, published in the Federal Register Vol. 54, No. 209 on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652.
- B. A reproduction of the OSHA standards included in "Subpart P - Excavations" from the Federal Register Vol. 54, No. 209 is available upon request to Contractors bidding on City projects. The City assumes no responsibility for the accuracy of the reproduction. The Contractor is responsible for obtaining a copy of this section of the Federal Register.
- C. Legislation that has been enacted by the Texas Legislature with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications. Refer to Texas Health and Safety Code Ann., §756.021 (Vernon 1991).

1.06 INDEMNIFICATION

- A. Contractor shall indemnify and hold harmless the City, its employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.
- B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the City in case the City is negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the Contractor.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

1.4 INSTALLATION

- 1. Install and maintain trench safety systems in accordance with provisions of OSHA 29CFR.
- 2. Install specially designed trench safety systems in accordance with the Contractor's trench excavation safety program for the locations and conditions identified in the program.
- 3. A competent person, as identified in the Contractor's Trench Safety Program, shall verify that trench boxes and other pre-manufactured systems are certified for the actual installation conditions.

1.5 INSPECTION

1. Contractor, or Contractor's independently retained consultant, shall make daily inspections of the trench safety systems to ensure that the installed systems and operations meet OSHA 29CFR and other personnel protection regulations requirements.
2. If evidence of possible cave-ins or slides is apparent, Contractor shall immediately stop work in the trench and move personnel to safe locations until the necessary precautions have been taken by Contractor to safeguard personnel entering the trench.
3. Maintain a permanent record of daily inspections.

1.6 FIELD QUALITY CONTROL

1. Contractor shall verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the project.

END OF SECTION

SECTION 31 23 16.16
EXCAVATION AND BACKFILL FOR STRUCTURES

This specification applies only to applicable construction items within Civil Engineering scope of design, located 5 feet or more away from proposed building(s).

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation, backfilling, and compaction of backfill for structures.

1.02 DELETED

1.03 DEFINITIONS

- A. Unsuitable Material: Unsuitable soil materials are the following:
 - 1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.
 - 2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.
 - 3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.
 - 4. Materials that are contaminated with hydrocarbons or other chemical contaminants.
- B. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement shall be considered suitable, unless otherwise indicated.
- C. Select Material: Material as defined in Section 31 23 23.13 - Utility Backfill Materials.
- D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structures.
- E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.
- F. Foundation Base: For foundation base material, use crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

- G. Foundation Subgrade: Foundation subgrade is the surface of the natural soil which has been excavated and prepared to support the foundation base or foundation backfill, where needed.
- H. Ground Water Control Systems: Installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower the ground water, intercepting seepage which would otherwise emerge from the side or bottom of the excavation, and depressurization to prevent failure or heaving of the excavation bottom. Refer to Section 31 23 19 - Control of Ground Water and Surface Water.
- I. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from the excavation. Remove rain water and surface water which accidentally enters the excavation as a part of excavation drainage.
- J. Excavation Drainage: Removal of surface and seepage water in the excavation by sump pumping and using French drains surrounding the foundation to intercept the water.
- K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below the foundation as shown on Drawings, and backfilled with foundation backfill material.
- L. Shoring System: A structure that supports the sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

- A. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.
- B. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.88-mm) Drop.
- C. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.
- D. ASTM D 2487 - Classification of Soils for Engineering Purposes.
- E. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- F. ASTM D 3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).
- G. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- H. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.
- I. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

- J. Federal Regulations, 29 CFR, Part 1926, Standards - Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SUBMITTALS

- A. Conform to requirements of Section 01 33 00 Submittal Procedures.
- B. Submit a work plan for excavation and backfill for each structure with complete written description which identifies details of the proposed method of construction and the sequence of operations for construction relative to excavation and backfill activities. The descriptions, with supporting illustrations, shall be sufficiently detailed to demonstrate to the Entity that the procedures meet the requirements of the Specifications and Drawings.
- C. Submit excavation safety system plan.
 - 1. The excavation safety system plan shall be in accordance with applicable OSHA requirements for all excavations.
 - 2. The excavation safety system plan shall be in accordance with the requirements of Section 31 23 16.13 - Trench Safety System, for all excavations that fall under State and Federal trench safety laws.
- D. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 31 23 19 - Control of Ground Water and Surface Water.
- E. Submit backfill material sources and product quality information in accordance with requirements of Section 31 23 23.13 - Utility Backfill Materials.

1.06 TESTS

- A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by the City in accordance with requirements of Section 01 45 29 - Testing Laboratory Services and as specified in this Section.
- B. Contractor shall perform embedment and backfill material source qualification testing in accordance with requirements of Section 31 23 23.13 - Utility Backfill Materials.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Perform excavation with equipment suitable for achieving the requirements of this Specification.

- B. Use equipment which will produce the degree of compaction specified. Backfill within 3 feet of walls shall be compacted with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to the depth of the fill at that time. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.

2.02 MATERIAL CLASSIFICATIONS

- A. Backfill materials shall conform to the classifications and product descriptions of Section 31 23 23.13 - Utility Backfill Materials. The classification or product description for backfill applications shall be as shown on the Drawings and as specified.

PART 3 EXECUTION

3.01 PREPARATION

- A. Conduct an inspection to determine condition of existing structures and other permanent installations.
- B. Set up necessary street detours and barricades in preparation for excavation if construction will affect traffic. Conform to State and local government requirements. Maintain barricades and warning devices at all times for streets and intersections where work is in progress, or where affected by the Work, and is considered hazardous to traffic movements.
- C. Perform work in accordance with OSHA standards. Employ an excavation safety system as specified in Section 31 23 16.13 - Trench Safety Systems.
- D. Remove existing pavements and structures, including sidewalks and driveways, in accordance with requirements of Section 02 40 00 - Removing Existing Pavements and Structures.
- E. Install and operate necessary dewatering and surface water control measures in accordance with requirements of Section 31 23 19 - Control of Ground Water and Surface Water.

3.02 PROTECTION

- A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings.
- B. Protect and support above-grade and below-grade utilities which are to remain.
- C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.
- D. Prevent erosion of excavations and backfill. Do not allow water to pond in excavations.

- E. Maintain excavation and backfill areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density at no additional cost to the City.

3.03 EXCAVATION

- A. Perform excavation work so that the underground structure can be installed to depths and alignments shown on Drawings. Use caution during excavation work to avoid disturbing surrounding ground and existing facilities and improvements. Keep excavation to the absolute minimum necessary. No additional payment will be made for excess excavation not authorized by Entity.
- B. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Entity and obtain instructions before proceeding in such areas.
- C. Immediately notify the agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Entity and agency for any repairs or relocations, either temporary or permanent.
- D. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.
- E. Provide surface drainage during construction to protect work and to avoid nuisance to adjoining property. Where required, provide proper dewatering and piezometric pressure control during construction.
- F. Conduct hauling operations so that trucks and other vehicles do not create a dirt nuisance in streets. Verify that truck beds are sufficiently tight and loaded in such a manner that objectionable materials will not spill onto streets. Promptly clear away any dirt, mud, or other materials that spill onto streets or are deposited onto streets by vehicle tires.
- G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed, replace those which are damaged or destroyed by the Work.
- H. Provide sheeting, shoring, and bracing where required to safely complete the Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect the Work and adjacent structures or improvements. Sheeting, shoring, and bracing used to protect workmen and the public shall conform to requirements of Section 31 23 16.13 - Trench Safety Systems.
- I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, concrete fill, cement stabilized sand, or other material approved by Entity.
- J. After completion of the structure, remove sheeting, shoring, and bracing unless shown on Drawings to remain in place or directed by Entity in writing that such temporary structures may remain. Remove sheeting, shoring and bracing in such a manner as to maintain safety during backfilling operations and to prevent damage to the Work and adjacent structures or improvements.

- K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or material approved by Entity.

3.04 HANDLING EXCAVATED MATERIALS

- A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at a sufficient distance from excavation to prevent slides or cave-ins.
- B. Provide additional backfill material if adequate quantities of suitable material are not available from excavation and trenching operations at the site.

3.05 DEWATERING

- A. Provide ground water control per Section 31 23 19 - Control of Ground Water and Surface Water.
- B. Keep ground water surface elevation a minimum of 2 feet below the bottom of the foundation base.
- C. Maintain ground water control as directed by Section 31 23 19 - Control of Ground Water and Surface Water and until the structure is sufficiently complete to provide the required weight to resist hydrostatic uplift with a minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

- A. Notify Entity at least 48 hours prior to planned completion of foundation excavations. Do not place the foundation base until the excavation is accepted by the Entity.
- B. Excavate to elevations shown on Drawings, as needed to provide space for the foundation base, forming a level undisturbed surface, free of mud or soft material. Remove pockets of soft or otherwise unstable soils and replace with foundation backfill material or a material as directed by the Entity. Prior to placing material over it, recompact the subgrade where indicated on the Drawings, scarifying as needed, to 95 percent of the maximum Standard Dry Density according to ASTM D 698. If the specified level of compaction cannot be achieved, moisture condition the subgrade and recompact until 95 percent is achieved, over-excavate to provide a minimum layer of 24 inches of foundation backfill material, or other means acceptable to the Entity.
- C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by the Entity.
- D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in a satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.
- E. Soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to the required subgrade, shall be removed and replaced with foundation backfill material, as directed by Entity, at no additional cost to the City.

- F. Place foundation base, or foundation backfill material where needed, over the subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with a seal slab or cement-stabilized sand.
- G. Crushed aggregate, and other free draining Class I materials, shall have a filter fabric separating it from native soils or select material backfill. The fabric shall overlap a minimum of 12 inches beyond where another material stops contact with the soil.
- H. Crushed aggregate, and other Class I materials, shall be placed in uniform layers of 8-inch maximum thickness. Compaction shall be by means of at least two passes of a vibratory compactor.

3.07 FOUNDATION BASE

- A. After the subgrade is properly prepared, including the placement of foundation backfill where needed, the foundation base shall be placed. The foundation base shall consist of a 12-inch layer of crushed stone aggregate or cement stabilized sand. Alternately, a seal slab with a minimum thickness of 4 inches may be placed. The foundation base shall extend a minimum of 12 inches beyond the edge of the structure foundation, unless shown otherwise on the Drawings.
- B. Where the foundation base and foundation backfill are of the same material, both can be placed in one operation.

3.08 BACKFILL

- A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Use existing material that qualifies as select material, unless indicated otherwise. Deposit backfill in uniform layers and compact each layer as specified.
- B. Do not place backfill against concrete walls or similar structures until laboratory test breaks indicate that the concrete has reached a minimum of 85 percent of the specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until the slab or intermediate walls have been placed and concrete has attained sufficient strength.
- C. Remove concrete forms before starting backfill and remove shoring and bracing as work progresses.
- D. Maintain fill material at no less than 2 percent below nor more than 2 percent above optimum moisture content. Place fill material in uniform 8-inch maximum loose layers. Compaction of fill shall be to at least 95 percent of the maximum Standard Dry Density according to ASTM D 698 under paved areas. Compact to at least 90 percent around structures below unpaved areas.
- E. Where backfill is placed against a sloped excavation surface, run compaction equipment across the boundary of the cut slope and backfill to form a compacted slope surface for placement of the next layer of backfill.

- F. Place backfill using cement stabilized sand in accordance with Section 31 32 13.16 - Cement Stabilized Sand.

3.09 FIELD QUALITY CONTROL

- A. Testing will be performed under provisions of Section 01 45 29 - Testing Laboratory Services.
- B. Tests will be performed initially on minimum of one different sample of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.
- C. In-place density tests of compacted subgrade and backfill will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions:
 - 1. A minimum of one test for every 100 cubic yards of compacted backfill material.
 - 2. A minimum of three density tests for each full work shift.
 - 3. Density tests will be performed in all placement areas.
 - 4. The number of tests will be increased if inspection determines that soil types or moisture contents are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density.
- D. At least one test for moisture-density relationships will be initially performed for each type of backfill material in accordance with ASTM D 698. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.
- E. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at Contractor's expense.

3.10 DISPOSAL OF EXCESS MATERIAL

Remove from the site debris resulting from work under this section in accordance with local and state laws and the responsibility of the Contractor.

END OF SECTION

SECTION 31 23 19
CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.
2. Protecting work against surface runoff and rising flood waters.
3. Disposing of removed water.

1.2 DELETED

1.3 REFERENCES

1. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.
2. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).
3. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

1.4 DEFINITIONS

1. Ground water control includes both dewatering and depressurization of water-bearing soil layers.
 1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.
 2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of tunnel excavations.
2. Excavation drainage includes keeping excavations free of surface and seepage water.

3. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.
4. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.5 PERFORMANCE REQUIREMENTS

1. Conduct subsurface investigations to identify groundwater conditions and to provide parameters for design, installation, and operation of groundwater control systems.
2. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Section 31.23.16.13 - Trench Safety Systems, to produce the following results:
 1. Effectively reduce the hydrostatic pressure affecting:
 1. Excavations.
 2. Tunnel excavation, face stability or seepage into tunnels.
 2. Develop a substantially dry and stable subgrade for subsequent construction operations.
 3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.
 4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.
 5. Maintain stability of sides and bottom of excavations.
3. Provide ground water control systems may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.
4. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.
5. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.
6. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

7. Assume sole responsibility for ground water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the ground water control operations. Modify ground water control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by ground water control systems or resulting from failure of the system to protect property as required.
8. Provide an adequate number of piezometers installed at the proper locations and depths as required to provide meaningful observations of the conditions affecting the excavation, adjacent structures, and water wells.
9. Provide environmental monitoring wells installed at the proper locations and depths as required to provide adequate observations of hydrostatic conditions and possible contaminant transport from contamination sources into the work area or into the ground water control system.
10. Decommission piezometers and monitoring wells installed during design phase studies and left for Contractors monitoring and use.

1.6 SUBMITTALS

1. Submittals shall conform to requirements of Section 01 33 00 - Submittals.
2. Submit a Ground Water and Surface Water Control Plan for review by the City and Engineer prior to start of any field work. The Plan shall be signed by a Professional Engineer registered in the State of Texas. Submit a plan to include the following:
 1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.
 2. Names of equipment suppliers and installation subcontractors.
 3. A description of proposed ground water control systems indicating arrangement, location, depth and capacities of system components, installation details and criteria, and operation and maintenance procedures.
 4. A description of proposed monitoring and control system indicating depths and locations of piezometers and monitoring wells, monitoring installation details and criteria, type of equipment and instrumentation with pertinent data and characteristics.
 5. A description of proposed filters including types, sizes, capacities and manufacturer's application recommendations.

6. Design calculations demonstrating adequacy of proposed systems for intended applications. Define potential area of influence of ground water control operation near contaminated areas.
 7. Operating requirements, including piezometric control elevations for dewatering and depressurization.
 8. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.
 9. Surface water control and drainage installations.
 10. Proposed methods and locations for disposing of removed water.
3. Submit the following records upon completed initial installation:
 1. Installation and development reports for well points, eductors, and deep wells.
 2. Installation reports and baseline readings for piezometers and monitoring wells.
 3. Baseline analytical test data of water from monitoring wells.
 4. Initial flow rates.
 4. Submit the following records on a weekly basis during operations:
 1. Records of flow rates and piezometric elevations obtained during monitoring of dewatering and depressurization. Refer to Paragraph 3.02, Requirements for Eductor, Well Points, or Deep Wells.
 2. Maintenance records for ground water control installations, piezometers, and monitoring wells.
 5. Submit the following records at end of work. Decommissioning (abandonment) reports for monitoring wells and piezometers installed by other during the design phase and left for Contractor's monitoring and use.

1.7 ENVIRONMENTAL REQUIREMENTS

1. Comply with requirements of agencies having jurisdiction.
2. Comply with Texas Natural Resource Conservation Commission regulations and Texas Water Well Drillers Association for development, drilling, and abandonment of wells used in dewatering system.

3. Obtain permit from EPA under the National Pollutant Discharge Elimination System (NPDES), for storm water discharge from construction sites. Refer to Section 01 57 23 Temporary Storm Water Pollution Control.
4. Obtain all necessary permits from agencies with control over the use of groundwater and matters affecting well installation, water discharge, and use of existing storm drains and natural water sources. Because the review and permitting process may be lengthy, take early action to pursue and submit for the required approvals.
5. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 PRODUCTS

1.8 EQUIPMENT AND MATERIALS

1. Equipment and materials are at the option of Contractor as necessary to achieve desired results for dewatering. Selected equipment and materials are subject to review by the City and Engineer through submittals required in Paragraph 1.06, Submittals.
2. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.
3. All equipment must be in good repair and operating order.
4. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 EXECUTION

1.9 GROUND WATER CONTROL

1. Perform a subsurface investigation by borings as necessary to identify water bearing layers, piezometric pressures, and soil parameters for design and installation of ground water control systems. Perform pump tests, if necessary to determine the drawdown characteristics of the waterbearing layers. The results shall be presented in the Ground Water and Surface Water Control Plan (See Paragraph 1.06B.1).
2. Provide labor, material, equipment, techniques and methods to lower, control and handle ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.
3. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify the Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.
4. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.
5. Monitor operations to verify that the system lowers ground water piezometric levels at a rate required to maintain a dry excavation resulting in a stable subgrade for prosecution of subsequent operations.
6. Where hydrostatic pressures in confined water bearing layers exist below excavation, depressurize those zones to eliminate risk of uplift or other instability of excavation or installed works. Allowable piezometric elevations shall be defined in the Ground Water and Surface Water Control Plan.
7. Remove ground water control installations.
 1. Remove pumping system components and piping when ground water control is no longer required.
 2. Remove piezometers, including piezometers installed during the design phase investigations and left for Contractor's use, upon completion of testing, in accordance with Section 33 31 00 - Sanitary Utility Sewerage Piping.
 3. Remove monitoring wells when directed by the Engineer.
 4. Grout abandoned well and piezometer holes. Fill piping that is not removed with cement-bentonite grout or cement-sand grout.

8. During backfilling, dewatering may be reduced to maintain water level a minimum of 5 feet below prevailing level of backfill. However, do not allow that water level to result in uplift pressures in excess of 80 percent of downward pressure produced by weight of structure or backfill in place. Do not allow water levels to rise into cement stabilized sand until at least 48 hour after placement.
9. Provide a uniform diameter for each pipe drain run constructed for dewatering. Remove pipe drain when it has served its purpose. If removal of pipe is impractical, provide grout connections at 50-foot intervals and fill pipe with cement-bentonite grout or cement-sand grout when pipe is removed from service.
10. Extent of construction ground water control for structures with a permanent perforated underground drainage system may be reduced, such as for units designed to withstand hydrostatic uplift pressure. Provide a means of draining the affected portion of underground system, including standby equipment. Maintain drainage system during operations and remove it when no longer required.
11. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.
12. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

1.10 REQUIREMENTS FOR EDUCTOR, WELL POINTS, OR DEEP WELLS

1. For aboveground piping in ground water control system, include a 12-inch minimum length of clear, transparent piping between every eductor well or well point and discharge header so that discharge from each installation can be visually monitored.
2. Install sufficient piezometers or monitoring wells to show that all trench or shaft excavations in water bearing materials are predrained prior to excavation. Provide separate piezometers for monitoring of dewatering and for monitoring of depressurization. Install piezometers and monitoring wells for tunneling as appropriate for Contractor's selected method of work.
3. Install piezometers or monitoring wells not less than one week in advance of beginning the associated excavation.
4. Dewatering may be omitted for portions of underdrains or other excavations, but only where auger borings and piezometers or monitoring wells show that soil is predrained by an existing system such that the criteria of the ground water control plan are satisfied.
5. Replace installations that produce noticeable amounts of sediments after development.
6. Provide additional ground water control installations, or change the methods, in the event that the installations according to the ground water control plan does not provide satisfactory results

based on the performance criteria defined by the plan and by the specification. Submit a revised plan according to Paragraph 1.06B.

1.11 EXCAVATION DRAINAGE

1. Contractor may use excavation drainage methods if necessary to achieve well-drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

1.12 MAINTENANCE AND OBSERVATION

1. Conduct daily maintenance and observation of piezometers or monitoring wells while the ground water control installations or excavation drainage are operating in an area or seepage into tunnel is occurring. Keep system in good condition.
2. Replace damaged and destroyed piezometers or monitoring wells with new piezometers or wells as necessary to meet observation schedule.
3. Cut off piezometers or monitoring wells in excavation areas where piping is exposed, only as necessary to perform observation as excavation proceeds. Continue to maintain and make observations, as specified.
4. Remove and grout piezometers inside or outside the excavation area when ground water control operations are complete. Remove and grout monitoring wells when directed by the Engineer.

1.13 MONITORING AND RECORDING

1. Monitor and record average flow rate of operation for each deep well, or for each wellpoint or eductor header used in dewatering system. Also monitor and record water level and ground water recovery. These records shall be obtained daily until steady conditions are achieved, and twice weekly thereafter.
2. Observe and record elevation of water level daily as long as ground water control system is in operation, and weekly thereafter until the Work is completed or piezometers or wells are removed, except when City Engineer determines that more frequent monitoring and recording are required. Comply with Engineer's direction for increased monitoring and recording and take measures as necessary to ensure effective dewatering for intended purpose.

1.14 SURFACE WATER CONTROL

1. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps, or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.
2. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

SECTION 31 23 23.13
UTILITY BACKFILL MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Material Classifications.
- B. Utility Backfill Materials:
 - Concrete sand
 - Gem sand
 - Pea gravel
 - Crushed stone
 - Crushed concrete
 - Bank run sand
 - Select backfill
 - Random backfill
- C. Material Handling and Quality Control Requirements.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. No payment will be made for backfill material under this Section. Include payment in unit price for applicable utility installation.
 - 2. Payment for backfill material, when included as a separate pay item, is on a cubic yard basis for material placed and compacted within theoretical trench width limits and thickness of material according to Drawings.
- B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

- A. Unsuitable Material: Unsuitable soil materials are the following:
 - 1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.
 - 2. Materials that cannot be compacted to the required density because of either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, and stones greater than 4 inches in any dimension; debris, vegetation, and waste; or any other deleterious materials.
 4. Materials that are contaminated with hydrocarbons or other chemical contaminants.
- B. Suitable Material: Suitable soil materials are the following:
1. Those meeting specification requirements.
 2. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement.
- C. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.
- D. Foundation Base: Crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.
- E. Backfill Material: Classified soil material meeting specified quality requirements for the designated application as embedment or trench zone backfill.
- F. Embedment Material: Soil material placed under controlled conditions within the embedment zone extending vertically upward from top of foundation to an elevation 12 inches above top of pipe, and including pipe bedding, haunching, and initial backfill.
- G. Trench Zone Backfill: Classified soil material meeting specified quality requirements and placed under controlled conditions in the trench zone from top of embedment zone to base course in paved areas or to the surface grading material in unpaved areas.
- H. Foundation: Either suitable soil of the trench bottom, or material placed as backfill of over-excavation for removal and replacement of unsuitable or otherwise unstable soils.
- I. Source: A source selected by the Contractor for supply of embedment or trench zone backfill material. A selected source may be the project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants.
- J. Refer to Section 31 23 33 - Excavation and Backfill for Utilities for other definitions regarding utility installation by trench construction.

1.04 REFERENCES

- A. ASTM C 33 - Specification for Concrete Aggregate.

- B. ASTM C 40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.
- C. ASTM C 123 - Test Method for Lightweight Pieces in Aggregate.
- D. ASTM C 131 - Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
- E. ASTM C 136 - Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- F. ASTM C 142 - Test Method for Clay Lumps and Friable Particles in Aggregates.
- G. ASTM D 1140 - Test Method for Amount of Materials in Soils Finer Than No. 200 Sieve.
- H. ASTM D 2487 - Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- I. ASTM D 2488 - Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
- J. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- K. ASTM D 4643 - Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method.
- L. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.
- M. TxDOT Tex-104-E - Test Method for Determination of Liquid Limit of Soils (Part 1)
- N. TxDOT Tex-106-E - Test Method - Methods of Calculating Plasticity Index of Soils.
- O. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

1.05 SUBMITTALS

- A. Conform to requirements of Section 01 33 00 Submittal Procedures.
- B. Submit a description of source, material classification and product description, production method, and application of backfill materials.
- C. Submit test results for samples of off-site backfill materials to comply with Paragraph 2.03, Materials Testing.
- D. Before stockpiling materials, submit a copy of temporary easement or approval from landowner for stockpiling backfill material on private property.

- E. For each delivery of material, provide a delivery ticket which includes source location.

1.06 TESTS

- A. Perform tests of sources for backfill material in accordance with Paragraph 2.03B.
- B. Verification tests of backfill materials may be performed by the Owner in accordance with Section 01 45 29 - Testing Laboratory Services and in accordance with Paragraph 3.03.
- C. Random fill obtained from the project excavation as source is exempt from pre-qualification requirements by Contractor but must be inspected by the testing lab for unacceptable materials based on ASTM D 2488.

PART 2 PRODUCTS

2.01 MATERIAL CLASSIFICATIONS

- A. Materials for backfill shall be classified for the purpose of quality control in accordance with the Unified Soil Classification Symbols as defined in ASTM D 2487. Material use and application is defined in utility installation specifications and Drawings either by class, as described in Paragraph 2.01B, or by product descriptions, as given in Paragraph 2.02.
- B. Class Designations Based on Laboratory Testing:
 - 1. Class I: Well-graded gravels and sands, gravel-sand mixtures, crushed well-graded rock, little or no fines (GW, SW):
 - a. Plasticity index: nonplastic.
 - b. Gradation: D60/D10 - greater than 4 percent; amount passing No. 200 sieve - less than or equal to 5 percent.
 - 2. Class II: Poorly graded gravels and sands, silty gravels and sands, little to moderate fines:
 - a. Plasticity index: nonplastic to 4.
 - b. Gradations:
 - 1) Gradation (GP, SP): amount passing No. 200 sieve - less than 5 percent.
 - 2) Gradation (GM, SM): amount passing No. 200 sieve - between 12 percent and 50 percent.
 - 3) Borderline gradations with dual classifications (e.g., SP-SM): amount passing No. 200 sieve - between 5 percent and 12 percent.
 - 3. Class III: Clayey gravels and sands, poorly graded mixtures of gravel, sand, silt, and clay (GC, SC, and dual classifications, e.g., SP-SC):

- a. Plasticity index: greater than 7.
 - b. Gradation: amount passing No. 200 sieve - between 12 percent and 50 percent.
4. Class IVA: Lean clays (CL).
- a. Plasticity Indexes:
 - 1) Plasticity index: greater than 7, and above A line.
 - 2) Borderline plasticity with dual classifications (CL-ML): PI between 4 and 7.
 - b. Liquid limit: less than 50.
 - c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
 - d. Inorganic.
5. Class IVB: Fat clays (CH)
- a. Plasticity index: above A line.
 - b. Liquid limit: 50 or greater.
 - c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
 - d. Inorganic.
6. Use soils with dual class designation according to ASTM D 2487, and which are not defined above, according to the more restrictive class.

2.02 PRODUCT DESCRIPTIONS

- A. Soils classified as silt (ML), elastic silt (MH), organic clay and organic silt (OL, OH), and organic matter (PT) are not acceptable as backfill materials. These soils may be used for site grading and restoration in unimproved areas as approved by the Owner. Soils in Class IVB, fat clay (CH) may be used as backfill materials where allowed by the applicable backfill installation specification. Refer to Section 31 23 33 - Excavation and Backfill for Utilities.
- B. Provide backfill material that is free of stones greater than 6 inches, free of roots, waste, debris, trash, organic material, unstable material, non-soil matter, hydrocarbon or other contamination, conforming to the following limits for deleterious materials:
 - 1. Clay lumps: Less than 0.5 percent for Class I, and less than 2.0 percent for Class II, when tested in accordance with ASTM C 142.
 - 2. Lightweight pieces: Less than 5 percent when tested in accordance with ASTM C 123.
 - 3. Organic impurities: No color darker than standard color when tested in accordance with ASTM C 40.
- C. Manufactured materials, such as crushed concrete, may be substituted for natural soil or rock products where indicated in the product specification, and approved by the Engineer, provided that the physical property criteria are determined to be satisfactory by testing.

- D. Bank Run Sand: Durable bank run sand classified as SP, SW, or SM by the Unified Soil Classification System (ASTM D 2487) meeting the following requirements:
1. Less than 15 percent passing the number 200 sieve when tested in accordance with ASTM D 1140. The amount of clay lumps or balls not exceeding 2 percent.
 2. Material passing the number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318:
 - a. Liquid limit: not exceeding 25 percent.
 - b. Plasticity index: not exceeding 7.
- E. Concrete Sand: Natural sand, manufactured sand, or a combination of natural and manufactured sand conforming to the requirements of ASTM C 33 and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

- F. Gem Sand: Sand conforming to the requirements of ASTM C 33 for course aggregates specified for number 8 size and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	95 to 100
No. 4	60 to 80
No. 8	15 to 40

- G. Pea Gravel: Durable particles composed of small, smooth, rounded stones or pebbles and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
1/2"	100
3/8"	85 to 100
No. 4	10 to 30
No. 8	0 to 10
No. 16	0 to 5

- H. Crushed Aggregates: Crushed aggregates consist of durable particles obtained from an approved source and meeting the following requirements:

1. Materials of one product delivered for the same construction activity from a single source.
2. Non-plastic fines.
3. Los Angeles abrasion test not exceeding 45 percent when tested in accordance with ASTM C 131.
4. Crushed aggregate shall have a minimum of 90 percent of the particles retained on the No. 4 sieve with 2 or more crushed faces as determined by Test Method Tex-460-A, Part I.
5. Crushed stone: Produced from oversize plant processed stone or gravel, sized by crushing to predominantly angular particles from a naturally occurring single source. Uncrushed gravel is not acceptable material for embedment where crushed stone is shown on the applicable utility embedment drawing details.
6. Crushed Concrete: Crushed concrete is an acceptable substitute for crushed stone as utility backfill. Gradation and quality control test requirements are the same as crushed stone. Provide crushed concrete produced from normal weight concrete of uniform quality; containing particles of aggregate and cement material, free from other substances such as asphalt, reinforcing steel fragments, soil, waste gypsum (calcium sulfate), or debris.

7. Gradations, as determined in accordance with Tex-110-E.

Sieve	Percent Passing by Weight for Pipe Embedment by Ranges of Nominal Pipes Sizes		
	>15"	15" - 8"	<8"
1"	95 - 100	100	-
3/4"	60 - 90	90 - 100	100
1/2"	25 - 60	-	90 - 100
3/8"	-	20 - 55	40 - 70
No. 4	0 - 5	0 - 10	0 - 15
No. 8	-	0 - 5	0 - 5

- I. Select Backfill: Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20 or clayey soils treated with lime in accordance with Section 32 01 00 - Pavement Repair and Resurfacing, to meet plasticity criteria.
- J. Random Backfill: Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by the applicable backfill installation specification. Refer to Section 31 23 16.16 - Excavation and Backfill for Structures and Section 31 23 33 - Excavation and Backfill for Utilities.
- K. Cement Stabilized Sand: Conform to requirements of Section 31 32 13.16 - Cement Stabilized Sand.
- L. Concrete Backfill: Conform to Class B concrete as specified in Section 03 30 00 Cast-in-place - Concrete for Utility Construction.

2.03 MATERIAL TESTING

- A. Ensure that material selected, produced and delivered to the project meets applicable specifications and is of sufficient uniform properties to allow practical construction and quality control.
- B. Source or Supplier Qualification. Perform testing, or obtain representative tests by suppliers, for selection of material sources and products. Provide test results for a minimum of three samples for each source and material type. Test samples of processed materials from current production representing material to be delivered. Tests shall verify that the materials meet specification requirements. Repeat qualification test procedures each time the source characteristic changes or there is a planned change in source location or supplier. Qualification tests shall include, as applicable:
 - 1. Gradation. Complete sieve analyses shall be reported regardless of the specified control sieves. The range of sieves shall be from the largest particle through the No. 200 sieve.
 - 2. Plasticity of material passing the No. 40 sieve.

3. Los Angeles abrasion test of material retained on the No. 4 sieve.
 4. Clay lumps.
 5. Lightweight pieces
 6. Organic impurities
- C. Production Testing. Provide reports to the Owner and the Engineer from an independent testing laboratory that backfill materials to be placed in the Work meet applicable specification requirements.
- D. Assist the Owner and Testing Lab in obtaining material samples for verification testing at the source or at the production plant.

PART 3 EXECUTION

3.01 SOURCES

- A. Use of material encountered in the trench excavations is acceptable, provided applicable specification requirements are satisfied. If excavation material is not acceptable, provide from other approved source.
- B. Identify off-site sources for backfill materials at least 14 days ahead of intended use so that the Owner or Lab may obtain samples for verification testing.
- C. Obtain approval for each material source by the City Engineer before delivery is started. If sources previously approved do not produce uniform and satisfactory products, furnish materials from other approved sources. Materials may be subjected to inspection or additional verification testing after delivery. Materials which do not meet the specifications will be rejected. Do not use material which, after approval, has become unsuitable for use due to segregation, mixing with other materials, or by contamination. Once a material is approved by the Owner, expense for sampling and testing required to change to a different material will be credited to the Owner through a change order.
- D. Bank run sand, select backfill, and random backfill, if available in the project excavation, may be obtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete the work from off-site sources.
- E. The Owner does not represent or guarantee that any soil found in the excavation work will be suitable and acceptable as backfill material.

3.02 MATERIAL HANDLING

- A. When backfill material is obtained from either a commercial or non-commercial borrow pit, open the pit to expose the vertical faces of the various strata for identification and selection of approved material to be used. Excavate the selected material by vertical cuts extending through the exposed strata to achieve uniformity in the product.
- B. Establish temporary stockpile locations for practical material handling and control, and verification testing by the Owner in advance of final placement. Obtain approval from landowner for storage of backfill material on adjacent private property.
- C. When stockpiling backfill material near the project site, use appropriate covers to eliminate blowing of materials into adjacent areas and prevent runoff containing sediments from entering the drainage system.
- D. Place stockpiles in layers to avoid segregation of processed materials. Load material by making successive vertical cuts through entire depth of stockpile.

3.03 FIELD QUALITY CONTROL

- A. Quality Control
 - 1. The Owner or Engineer may sample and test backfill at:
 - a. Sources including borrow pits, production plants and Contractor's designated off-site stockpiles.
 - b. On-site stockpiles.
 - c. Materials placed in the Work.
 - 2. The Owner or Engineer may resample material at any stage of work or location if changes in characteristics are apparent.
- B. Production Verification Testing: The Owner's testing laboratory will provide verification testing on backfill materials, as directed by the Engineer. Samples may be taken at the source or at the production plant, as applicable.

END OF SECTION

SECTION 31 23 33
EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation, trenching, foundation, embedment, and backfill for installation of utilities, including manholes and other pipeline structures.

1.02 DELETED

1.03 DEFINITIONS

- A. Pipe Foundation: Suitable and stable native soils that are exposed at the trench subgrade after excavation to depth of bottom of the bedding as shown on the Drawings, or foundation backfill material placed and compacted in over-excavations.
- B. Pipe Bedding: The portion of trench backfill that extends vertically from top of foundation up to a level line at bottom of pipe, and horizontally from one trench sidewall to opposite sidewall.
- C. Haunching: The material placed on either side of pipe from top of bedding up to springline of pipe and horizontally from one trench sidewall to opposite sidewall.
- D. Initial Backfill: The portion of trench backfill that extends vertically from springline of pipe (top of haunching) up to a level line 12 inches above top of pipe, and horizontally from one trench sidewall to opposite sidewall.
- E. Pipe Embedment: The portion of trench backfill that consists of bedding, haunching and initial backfill.
- F. Trench Zone: The portion of trench backfill that extends vertically from top of pipe embedment up to pavement subgrade or up to final grade when not beneath pavement.
- G. Unsuitable Material: Unsuitable soil materials are the following:
 - 1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.
 - 2. Materials that cannot be compacted to required density due to either gradation, plasticity, or moisture content.
 - 3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.
-
- H. **Suitable Material:** Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement are considered suitable, unless otherwise indicated.
 - I. **Backfill:** Suitable material meeting specified quality requirements, placed and compacted under controlled conditions.
 - J. **Ground Water Control Systems:** Installations external to trench, such as well points, eductors, or deep wells. Ground water control includes dewatering to lower ground water, intercepting seepage which would otherwise emerge from side or bottom of trench excavation, and depressurization to prevent failure or heaving of excavation bottom. Refer to Section 31 23 19 - Control of Ground Water and Surface Water.
 - K. **Surface Water Control:** Diversion and drainage of surface water runoff and rain water away from trench excavation. Rain water and surface water accidentally entering trench shall be controlled and removed as a part of excavation drainage.
 - L. **Excavation Drainage:** Removal of surface and seepage water in trench by sump pumping and using a drainage layer, as defined in ASTM D 2321, placed on the foundation beneath pipe bedding or thickened bedding layer of Class I material.
 - M. **Trench Conditions** are defined with regard to the stability of trench bottom and trench walls of pipe embedment zone. Maintain trench conditions that provide for effective placement and compaction of embedment material directly on or against undisturbed soils or foundation backfill, except where structural trench support is necessary.
 1. **Dry Stable Trench:** Stable and substantially dry trench conditions exist in pipe embedment zone as a result of typically dry soils or achieved by ground water control (dewatering or depressurization) for trenches extending below ground water level.
 2. **Stable Trench with Seepage:** Stable trench in which ground water seepage is controlled by excavation drainage.
 - a. **Stable Trench with Seepage in Clayey Soils:** Excavation drainage is provided in lieu of or to supplement ground water control systems to control seepage and provide stable trench subgrade in predominately clayey soils prior to bedding placement.
 - b. **Stable Wet Trench in Sandy Soils:** Excavation drainage is provided in the embedment zone in combination with ground water control in predominately sandy or silty soils.

- 3. Unstable Trench: Unstable trench conditions exist in the pipe embedment zone if ground water inflow or high water content causes soil disturbances, such as sloughing, sliding, boiling, heaving or loss of density.

- N. Subtrench: Subtrench is a special case of benched excavation. Subtrench excavation below trench shields or shoring installations may be used to allow placement and compaction of foundation or embedment materials directly against undisturbed soils. Depth of a subtrench depends upon trench stability and safety as determined by the Contractor.

- O. Trench Dam: A placement of low permeability material in pipe embedment zone or foundation to prohibit ground water flow along the trench.

- P. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below top of foundation as shown on Drawings, and backfilled with foundation backfill material.

- Q. Foundation Backfill Materials: Natural soil or manufactured aggregate of controlled gradation, and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill to provide stable support for bedding. Foundation backfill materials may include concrete seal slabs.

- R. Trench Safety Systems include both protective systems and shoring systems as defined in Section 31 23 16.13 - Trench Safety Systems.

- S. Trench Shield (Trench Box): A portable worker safety structure moved along the trench as work proceeds, used as a protective system and designed to withstand forces imposed on it by cave-in, thereby protecting persons within the trench. Trench shields may be stacked if so designed or placed in a series depending on depth and length of excavation to be protected.

- T. Shoring System: A structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins, or to prevent movement of the ground affecting adjacent installations or improvements.

- U. Special Shoring: A shoring system meeting special shoring as specified in Paragraph 1.08, Special Shoring Design Requirements, for locations identified on the Drawings.

1.04 REFERENCES

- A. ASTM C 12 - Standard Practice for Installing Vitrified Clay Pipe Lines.

- B. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

- C. ASTM D 698 Test Methods for Moisture Density Relations of Soils and Soil Aggregate Mixtures Using 5.5 lb (2.49 kg) Rammer and 12 in. (304.8 mm) Drop.

- D. ASTM D 1556 - Test Method for Density in Place by the Sand-Cone Method.

- E. ASTM D 2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications.
- F. ASTM D 2487 Classification of Soils for Engineering Purposes.
- G. ASTM D 2922 - Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- H. ASTM D 3017 - Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- I. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- J. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.
- K. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.
- L. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SCHEDULING

- A. Schedule work so that pipe embedment can be completed on the same day that acceptable foundation has been achieved for each section of pipe installation, manhole, or other structures.

1.06 SUBMITTALS

- A. Conform to Section 01 33 00 - Submittal Procedures.
- B. Submit a written description for information only of the planned typical method of excavation, backfill placement and compaction, including:
 - 1. Sequence of work and coordination of activities.
 - 2. Selected trench widths.
 - 3. Procedures for foundation and embedment placement, and compaction.
 - 4. Procedure for use of trench boxes and other pre-manufactured systems while assuring specified compaction against undisturbed soil.
 - 5. Procedure for installation of Special Shoring at locations identified on the Drawings.

- C. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 31 23 19 - Control of Ground Water and Surface Water.
- D. Submit backfill material sources and product quality information in accordance with requirements of Section 31 23 23.13 - Utility Backfill Materials.
- E. Submit a trench excavation safety program in accordance with requirements of Section 31 23 16.13 Trench Safety System. Include designs for special shoring meeting the requirements defined in Paragraph 1.08, Special Shoring Design Requirements.
- F. Submit record of location of utilities as installed, referenced to survey control points. Include locations of utilities encountered or rerouted. Give stations, horizontal dimensions, elevations, inverts, and gradients.

1.07 TESTS

- A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by the City in accordance with requirements of Section 01 45 29 - Testing Laboratory Services and as specified in this Section.
- B. Perform backfill material source qualification testing in accordance with requirements of Section 31 23 23.13 - Utility Backfill Materials.

1.08 SPECIAL SHORING DESIGN REQUIREMENTS

- A. Have special shoring designed or selected by the Contractor's Professional Engineer to provide support for the sides of the excavations, including soils and hydrostatic ground water pressures as applicable, and to prevent ground movements affecting adjacent installations or improvements such as structures, pavements and utilities. Special shoring may be a pre-manufactured system selected by the Contractor's Professional Engineer to meet the project site requirements based on the manufacturer's standard design.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Perform excavation with hydraulic excavator or other equipment suitable for achieving the requirements of this Section.
- B. Use only hand operated tamping equipment until a minimum cover of 12 inches is obtained over pipes, conduits, and ducts. Do not use heavy compacting equipment until adequate cover is attained to prevent damage to pipes, conduits, or ducts.
- C. Use trench shields or other protective systems or shoring systems which are designed and operated to achieve placement and compaction of backfill directly against undisturbed native soil.
- D. Use special shoring systems where required which may consist of braced sheeting, braced soldier piles and lagging, slide rail systems, or other systems meeting requirements as specified in Paragraph 1.09, Shoring Design Requirements.

2.02 MATERIAL CLASSIFICATIONS

- A. Embedment and Trench Zone Backfill Materials: Conform to classifications and product descriptions of Section 31 23 23.13 - Utility Backfill Materials.
- B. Concrete Backfill: Conform to requirements for Class B concrete as specified in Section 03 30 00 – Cast-in-Place Concrete / Concrete for Utility Construction.
- D. Concrete for Trench Dams: Concrete backfill or 3 sack premixed (bag) concrete.
- E. Timber Shoring Left in Place: Untreated oak.

PART 3 EXECUTION

3.01 STANDARD PRACTICE

- A. Install flexible pipe, including "semi-rigid" pipe, to conform to standard practice described in ASTM D 2321, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.
- B. Install rigid pipe to conform to standard practice described in ASTM C 12, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.

3.02 PREPARATION

- A. Establish traffic control to conform with requirements of Section 01 55 26 - Traffic Control and Regulation. Maintain barricades and warning lights for streets and intersections affected by the Work, and is considered hazardous to traffic movements.
- B. Perform work to conform with applicable safety standards and regulations. Employ a trench safety system as specified in Section 31 23 16.13 - Trench Safety Systems.
- C. Immediately notify the agency or company owning any existing utility line which is damaged, broken, or disturbed. Obtain approval from the City Engineer and agency for any repairs or relocations, either temporary or permanent.
- D. Remove existing pavements and structures, including sidewalks and driveways, to conform with requirements of Section 02 41 00 - Demolition, as applicable.
- E. Install and operate necessary dewatering and surface water control measures to conform with Section 31 23 19 - Control of Ground Water and Surface Water.
- F. Maintain permanent benchmarks, monumentation, and other reference points. Contractor shall be responsible for engaging the services of a Registered Professional Land Surveyor (RPLS) to replace any reference points which are damaged or destroyed.

3.03 PROTECTION

- A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, If damaged, contractor shall be responsible for restoration of any of the above items to their original condition.
- B. Protect and support above-grade and below-grade utilities which are to remain.
- C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.
- D. Take measures to minimize erosion of trenches. Do not allow water to pond in trenches. Where slides, washouts, settlements, or areas with loss of density or pavement failures or potholes occur, repair, recompact, and pave those areas at no additional cost to City.

3.04 EXCAVATION

- A. Except as otherwise specified or shown on the Drawings, install underground utilities in open cut trenches with vertical sides.
- B. Perform excavation work so that pipe, conduit, and ducts can be installed to depths and alignments shown on the Drawings. Avoid disturbing surrounding ground and existing facilities and improvements.
- C. Determine trench excavation widths using the following schedule as related to pipe outside diameter (O.D.). Maximum trench width shall be the minimum trench width plus 24 inches.

Nominal Pipe Size, Inches	Minimum Trench Width, Inches
Less than 18	O.D. + 18
18 to 30	O.D. + 24
Greater than 30	O.D. + 36

- D. Use sufficient trench width or benches above the embedment zone for installation of well point headers or manifolds and pumps where depth of trench makes it uneconomical or impractical to pump from the surface elevation. Provide sufficient space between shoring cross braces to permit equipment operations and handling of forms, pipe, embedment and backfill, and other materials.
- E. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify the City and obtain instructions before proceeding.
- F. Shoring of Trench Walls.
 - 1. Install Special Shoring in advance of trench excavation or simultaneously with the trench excavation, so that the soils within the full height of the trench excavation walls will remain laterally supported at all times.
 - 2. For all types of shoring, support trench walls in the pipe embedment zone throughout the installation. Provide trench wall supports sufficiently tight to prevent washing the trench wall soil out from behind the trench wall support.
 - 3. Unless otherwise directed by the City, leave sheeting driven into or below the pipe embedment zone in place to preclude loss of support of foundation and embedment materials. Leave rangers, walers, and braces in place as long as required to support sheeting, which has been cut off, and the trench wall in the vicinity of the pipe zone.

4. Employ special methods for maintaining the integrity of embedment or foundation material. Before moving supports, place and compact embedment to sufficient depths to provide protection of pipe and stability of trench walls. As supports are moved, finish placing and compacting embedment.
 5. If sheeting or other shoring is used below top of the pipe embedment zone, do not disturb pipe foundation and embedment materials by subsequent removal. Maximum thickness of removable sheeting extending into the embedment zone shall be the equivalent of a 1-inch-thick steel plate. Fill voids left on removal of supports with compacted backfill material.
- G. Use of Trench Shields. When a trench shield (trench box) is used as a worker safety device, the following requirements apply:
1. Make trench excavations of sufficient width to allow shield to be lifted or pulled freely, without damage to the trench sidewalls.
 2. Move trench shields so that pipe, and backfill materials, after placement and compaction, are not damaged nor disturbed, nor the degree of compaction reduced.
 3. When required, place, spread, and compact pipe foundation and bedding materials beneath the shield. For backfill above bedding, lift the shield as each layer of backfill is placed and spread. Place and compact backfill materials against undisturbed trench walls and foundation.
 4. Maintain trench shield in position to allow sampling and testing to be performed in a safe manner.

3.05 HANDLING EXCAVATED MATERIALS

- A. Use only excavated materials which are suitable as defined in this Section and conforming with Section 31 23 23.13 - Utility Backfill Materials. Place material suitable for backfilling in stockpiles at a distance from the trench to prevent slides or cave ins.
- B. When required, provide additional backfill material conforming with requirements of Section 31 23 23.13 - Utility Backfill Materials.
- C. Do not place stockpiles of excess excavated materials on streets and adjacent properties. Protect excess stockpiles for use on site

3.06 GROUND WATER CONTROL

- A. Implement ground water control according to Section 31 23 19 - Control of Ground Water and Surface Water. Provide a stable trench to allow installation in accordance with the Specifications.

3.07 TRENCH FOUNDATION

- A. Excavate bottom of trench to uniform grade to achieve stable trench conditions and satisfactory compaction of foundation or bedding materials.
- B. Place trench dams in Class I foundations in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.08 PIPE EMBEDMENT, PLACEMENT, AND COMPACTION

- A. Immediately prior to placement of embedment materials, the bottoms and sidewalls of trenches shall be free of loose, sloughing, caving, or otherwise unsuitable soil.
- B. Place embedment including bedding, haunching, and initial backfill as shown on Drawings.
- C. For pipe installation, manually spread embedment materials around the pipe to provide uniform bearing and side support when compacted. Do not allow materials to free-fall from heights greater than 24 inches above top of pipe. Perform placement and compaction directly against the undisturbed soils in the trench sidewalls, or against sheeting which is to remain in place.
- D. Do not place trench shields or shoring within height of the embedment zone unless means to maintain the density of compacted embedment material are used. If moveable supports are used in embedment zone, lift the supports incrementally to allow placement and compaction of the material against undisturbed soil.
- E. Place geotextile to prevent particle migration from the in-situ soil into open-graded (Class I) embedment materials or drainage layers.
- F. Do not damage coatings or wrappings of pipes during backfilling and compacting operations. When embedding coated or wrapped pipes, do not use crushed stone or other sharp, angular aggregates.
- G. Place haunching material manually around the pipe and compact it to provide uniform bearing and side support. If necessary, hold small-diameter or lightweight pipe in place during compaction of haunch areas and placement beside the pipe with sand bags or other suitable means.
- H. Place electrical conduit, if used, directly on foundation without bedding.

- I. Shovel in-place and compact embedment material using pneumatic tampers in restricted areas, and vibratory-plate compactors or engine-powered jumping jacks in unrestricted areas. Compact each lift before proceeding with placement of next lift. Water tamping is not allowed.

- J. For water lines construction embedment, use bank run sand, concrete sand, gem sand, pea gravel, or crushed limestone as specified in Section 31 23 23.13 - Utility Backfill Material. For water lines adhere to the following subparagraph numbers 1 and 2; for utility installation other than water, adhere to numbers 3 and 4 below:
 1. Class I, II, and III Embedment Materials:
 - a. Maximum 6 inches compacted lift thickness.
 - b. Compact to achieve a minimum of 95 percent of maximum dry density as determined according to ASTM D 698.
 - c. Moisture content to be within -3 percent to +5 percent of optimum as determined according to ASTM D 698, unless otherwise approved by City Engineer.

 2. Cement Stabilized Sand:
 - a. Maximum 6 inches compacted thickness.
 - b. Compact to achieve a minimum of 95 percent of maximum dry density as determined according to ASTM D 698.
 - c. Moisture content to be on dry side of optimum as determined according to ASTM D 698 but sufficient for effective hydration.

 3. Class I embedment materials.
 - a. Maximum 6-inches compacted lift thickness.
 - b. Systematic compaction by at least two passes of vibrating equipment. Increase compaction effort as necessary to effectively embed the pipe to meet the deflection test criteria.
 - c. Moisture content as determined by Contractor for effective compaction without softening the soil of trench bottom, foundation or trench walls.

 4. Class II embedment and cement stabilized sand.
 - a. Maximum 6-inches compacted thickness.

- b. Compaction by methods determined by Contractor to achieve a minimum of 95 percent of the maximum dry density as determined according to ASTM D 698 for Class II materials and according to ASTM D 558 for cement stabilized materials.
 - c. Moisture content of Class II materials within 3 percent of optimum as determined according to ASTM D 698. Moisture content of cement stabilized sands on the dry side of optimum as determined according to ASTM D 558 but sufficient for effective hydration.
- K. Place trench dams in Class I embedments in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.09 TRENCH ZONE BACKFILL PLACEMENT AND COMPACTION

- A. Place backfill for pipe or conduits and restore surface as soon as practicable. Leave only the minimum length of trench open as necessary for construction.
- B. Where damage to completed pipe installation work is likely to result from withdrawal of sheeting, leave the sheeting in place. Cut off sheeting 1.5 feet or more above the crown of the pipe. Remove trench supports within 5 feet from the ground surface.
- C. For sewer pipes, use backfill materials described here as determined by trench limits. As trench zone backfill in paved areas for streets and to one foot back of curbs and pavements, use cement stabilized sand for pipe of nominal sizes less than 36 inches. Uniformly backfill trenches partially within limits one foot from streets and curbs according to the paved area criteria. Use select backfill within one foot below pavement subgrade for rigid pavement. For asphalt concrete, use flexible base material within one foot below pavement subgrade.
- D. For water lines, backfill in trench zone, including auger pits, with bank run sand, select fill, or random backfill material as specified in Section 31 23 23.13 - Utility Backfill materials.
- E. When shown on Drawings, a random backfill of suitable material may be used in trench zone for trench excavations outside pavements.
- F. Place trench zone backfill in lifts and compact by methods selected by the Contractor. Fully compact each lift before placement of the next lift.
 - 1. Bank run sand.
 - a. Maximum 9-inches compacted lift thickness.
 - b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.

- c. Moisture content within 3 percent of optimum determined according to ASTM D 698
 - 2. Cement-stabilized sand.
 - a. Maximum lift thickness determined by Contractor to achieve uniform placement and required compaction, but not exceeding 24 inches.
 - b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 558.
 - c. Moisture content on the dry side of optimum determined according to ASTM D 558 but sufficient for cement hydration.
 - 3. Select fill.
 - a. Maximum 6-inches compacted thickness.
 - b. Compaction by equipment providing tamping or kneading impact to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.
 - c. Moisture content within 2 percent of optimum determined according to ASTM D 698.
- G. For trench excavations outside pavements, a random backfill of suitable material may be used in the trench zone.
 - 1. Fat clays (CH) may be used as trench zone backfill outside paved areas at the Contractor's option. If the required density is not achieved, the Contractor, at his option and at no additional cost to the City, may use lime stabilization to achieve compaction requirements or use a different suitable material.
 - 2. Maximum 9-inch compacted lift thickness for clayey soils and maximum 12-inch lift thickness for granular soils.
 - 3. Compact to a minimum of 90 percent of the maximum dry density determined according to ASTM D 698.
 - 4. Moisture content as necessary to achieve density.
- H. For electric conduits, remove formwork used for construction of conduits before placing trench zone backfill.

3.10 MANHOLES, JUNCTION BOXES, AND OTHER PIPELINE STRUCTURES

- A. Meet the requirements of adjoining utility installations for backfill of pipeline structures, as shown on the Drawings.

3.11 FIELD QUALITY CONTROL

- A. Test for material source qualifications as defined in Section 31 23 23.13 - Utility Backfill Materials.
- B. Provide excavation and trench safety systems at locations and to depths required for testing and retesting during construction at no additional cost to Owner.
- C. Tests will be performed on a minimum of three different samples of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.
- D. At least three tests for moisture density relationships will be performed initially for backfill materials in accordance with ASTM D 698, and for cement- stabilized sand in accordance with ASTM D 558. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.
- E. In place density tests of compacted pipe foundation, embedment and trench zone backfill soil materials will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions.
 - 1. A minimum of one test for every 20 cubic yards of compacted embedment and for every 50 cubic yards of compacted trench zone backfill material.
 - 2. A minimum of three density tests for each full shift of Work.
 - 3. Density tests will be distributed among the placement areas. Placement areas are: foundation, bedding, haunching, initial backfill and trench zone.
 - 4. The number of tests will be increased if inspection determines that soil type or moisture content are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density, as specified.
 - 5. Density tests may be performed at various depths below the fill surface by pit excavation. Material in previously placed lifts may therefore be subject to acceptance/rejection.
 - 6. Two verification tests will be performed adjacent to in-place tests showing density less than the acceptance criteria. Placement will be rejected unless both verification tests show acceptable results.
 - 7. Recompacted placement will be retested at the same frequency as the first test series, including verification tests.

- F. Recondition, recompact, and retest at Contractor's expense if tests indicate Work does not meet specified compaction requirements. For hardened soil cement with nonconforming density, core and test for compressive strength at Contractor's expense.
- G. Acceptability of crushed rock compaction will be determined by inspection.

3.12 DISPOSAL OF EXCESS MATERIAL

- A. Contractor shall be responsible for disposal of excess materials.

END OF SECTION

SECTION 32 01 00
PAVEMENT REPAIR AND RESURFACING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Repairing and resurfacing streets, highways, driveways, sidewalks, and other pavements that have been cut, broken, or otherwise damaged during construction.

1.02 DELETED

PART 2 PRODUCTS

2.01 MATERIALS

- A. Subgrade:
 - 1. Provide backfill material as required by applicable excavation and fill sections of Section 31 23 16.16 - Excavation & Backfill for Structures
 - 2. Provide material for stabilization as required by applicable portions of Section 32 11 13.13 - Lime Treatment for Subgrade and/or Section 31 32 13.16 – Cement Stabilized Sand, as applicable.
- B. Base: Provide base material as required by applicable portions of Section 32 12 16.13 - Hot Mix Asphaltic Concrete and Section 32 11 23 - Crushed Limestone Flexible Base.
- C. Pavement: Provide paving materials as required by applicable portions of Section 32 12 16.13 - Hot Mix Asphaltic Concrete, Section 32 13 13 - Concrete Paving and Section 32 16 00 - Concrete Curb and Gutter, Driveways, and Sidewalks.

PART 3 EXECUTION

3.01 PREPARATION

- A. Conform to requirement of Section 02 41 00 - Demolition, for removals existing pavements and structures.
- B. Saw cut pavement 18 inches wider than width of trench needed to install utilities unless otherwise indicated on Drawings.
- C. Protect edges of existing pavement to remain from damage during removals, utility placement, backfill, and paving operations. For concrete pavement, leave and protect minimum of 18 inches of undisturbed subgrade on each side of trench to support replacement slab.

3.02 INSTALLATION

- A. Parking Areas, Service Drives, Driveways, and Sidewalks: Replace with material equal to or better than existing or as indicated on Drawings. Conform to applicable requirements of sections referenced in Paragraph 2.01, Materials.
- B. Street Pavements and Curbs, Curbs and Gutters: Replace subgrade, base, and surface course with like materials or as indicated on Drawings. Curbs and curbs and gutters shall match existing. Conform to requirements of sections referenced in Paragraph 2.01, Materials.
- C. For concrete pavement, install size and length of reinforcing steel and pavement thickness indicated on Drawings. Place types and spacing of joints to match existing or as indicated on Drawings.
- D. Where existing pavement consists of concrete pavement with asphaltic surfacing, resurface with minimum 2-inch depth asphaltic pavement.
- E. Repair State highway crossings in accordance with TxDOT permit and within 1 week after utility work is installed.

3.03 WASTE MATERIAL DISPOSAL

- A. Dispose of waste material in accordance with local and state laws and the responsibility of the Contractor.

3.04 PROTECTION

- A. Maintain pavement in good condition until completion of the Work.
- B. Replace damaged pavement.

END OF SECTION

SECTION 32 11 13.13**LIME TREATMENT FOR SUBGRADE****PART 1 GENERAL****1.01 DESCRIPTION**

This item shall consist of treating the existing subgrade, base, and pavement by the pulverizing, addition of lime, mixing, and compacting the mixed material to the required density. This item applied to natural ground, embankment, or existing pavement structure and shall be constructed as specified herein and in conformity with the typical sections, lines, and grades as shown on the plans or as established by the Engineer.

1.02 MATERIALS

1. The lime shall meet the requirements of the Item, "Lime Slurry", for the type of specified.

When Type B, Commercial Lime Slurry, is specified, the Contractor shall select, prior to construction, the class to be used and shall notify the Engineer in writing before changing from one class to another.

2. If the minimum design strength or percent of lime to be used for the treatment subgrade, existing subbase, or existing base is specified, it will be determined by preliminary tests performed in accordance with Test Method Tex-121-E. The percentage lime test (lime curve) is to be conducted by an approved testing laboratory prior to the addition of lime to the subgrade. A soil sample shall be made available to the testing laboratory at least ten days prior to application. The lime percentage (lime curve) test shall be paid for by the Contractor. The bid schedule is based on 6 inches of 6% lime stabilization in tons. If the lime percentage tests show that less than 6% is to be used then the contractor shall notify the engineer of the overage in writing.

1.03 EQUIPMENT

1. The machinery, tools, and equipment necessary for proper execution of the work shall be on the project and approved by the Engineer prior to the beginning of construction operations.

All machinery, tools, and equipment used shall be maintained in a satisfactory and workmanlike manner.

2. Hydrated lime shall be stored and handled in closed weatherproof containers until immediately before distribution on the road. If storage bins are used they shall be completely enclosed. Hydrated lime in bags shall be stored in weatherproof buildings with adequate protection from ground dampness.
3. If lime is furnished in trucks, each truck shall have the weight of lime certified on public scales.
4. If lime is furnished in bags, each bag shall bear the manufacturer's certified weight. Bags varying more than 5 percent from that weight may be rejected and the average weight of bags in any shipment, as shown by weighing 50 bags taken at random, shall not be less than the manufacturer's certified weight.

1.04 CONSTRUCTION METHODS

1. General. It is the primary requirement of this specification to secure a completed course of treated material containing a uniform lime mixture, free from loose, or segregated areas, of uniform density and moisture content, well bound for its full depth and with a smooth surface suitable for placing subsequent courses. It shall be the responsibility of the Contractor to regulate the sequence of his work, to use the proper amount of lime, maintain the work and rework the courses as necessary to meet the above requirements.

The roadbeds shall be constructed and shaped to conform to the typical sections, lines and grades as shown on the plans or as established by the Engineer. The material, either before or after lime is added, shall be excavated to the secondary grade (proposed bottom of lime treatment) and removed or windowed to expose the secondary grade. Any wet or unstable materials below the secondary grade shall be corrected, as directed by the Engineer, by scarifying, adding lime, and compacting, or other methods until satisfactory stability is obtained.

If the Contractor elects to use a cutting and pulverizing machine that will remove the subgrade material accurately to the secondary grade and pulverize the material at the same time, he will not be required to expose the secondary grade nor window the material. However, the Contractor shall be required to roll the subgrade, as directed by the Engineer, before using the pulverizing machine and correct any soft areas that this rolling may reveal. This methods will be permitted only where a machine is provided which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a smooth surface over the entire width of the cut. The machine shall be of such design that a visible indication is given at all times that the machine is cutting to the proper depth.

2. Application. Lime shall be spread only on that area where the first mixing operations can be completed during the same working day.

The application and mixing of lime with the material shall be accomplished by the methods hereinafter described as “Dry Placing” or “Slurry Placing”. When Type A, Hydrated Lime, is specified, the Contractor may use either method, unless otherwise noted on the plans.

- a. Dry Placing. The lime shall be spread by an approved spreader or by bag distribution at the rates shown on the plans or as directed by the Engineer.

The lime shall be distributed at a uniform rate and in such manner as to reduce the scattering of lime by wind to a minimum. Lime shall not be applied when wind conditions, in the opinion of the Engineer, are such that blowing lime becomes objectionable to traffic or adjacent property owners. A motor grader shall not be used to spread the lime.

The material shall be sprinkled as directed by the Engineer, until the proper moisture content has been secured.

- b. Slurry Placing. When Type A, Hydrated Lime, is specified and slurry placement is to be used, the Type A Hydrated shall be mixed with water to form a slurry of the solids content designated by the Engineer.

Where Type B, Commercial Lime Slurry is to be used, it shall be of the minimum solids and purity for the applicable grade being used. The distribution of lime at the rates shown on the plans or as directed by the Engineer shall be attained by successive passes over a measured section of roadway until the proper moisture and lime content has been secured.

3. Mixing. The mixing procedure shall be the same for “Dry Placing” or Slurry Placing” as herein described.

The material and lime shall be thoroughly mixed by approved road mixers or other approved equipment, and the mixing continued until, in the opinion of the Engineer, a homogeneous friable mixture of material and lime is obtained, such that when all non-slaking aggregates retained on the 3/4" sieve are removed, the remainder of the material shall meet that following requirements when tested from the roadway in the roadway condition by laboratory sieves:

	<u>Percent</u>
Minimum passing 1 - 3/4" sieve.....	100%
Minimum passing 3/4" sieve.....	85%

The soil-time mixture shall be sprinkled during the mixing operation as directed by the Engineer to provide optimum moisture in the mixing.

During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of 6 hours or more or has had excessive loss due to washing or blowing will not be accepted for payment.

4. **Compaction.** Compaction of the mixture shall begin immediately after final mixing unless approval is obtained from the Engineer. The material shall be aerated or sprinkled as necessary to provide the optimum moisture. Compaction shall begin at the bottom and shall continue until the entire depth of mixture is uniformly compacted by the method of compaction hereinafter specified as the "Density Control" method as indicated on the plans.

If the total thickness of the material to be treated cannot be mixed in one operation, the previously mixed material shall be bladed to a window just beyond the area to be treated and the next layer mixed with lime as specified in Section (3). The first layer of the treated material shall be compacted in such a manner that the treated material will not be mixed with the underlying material.

When the "Density Control" method of compaction is indicated on the plans the following provisions shall apply:

The course shall be sprinkled as required and compacted to the extent necessary to provide the density specified below as determined by the use of the compaction ratio method:

<u>Description</u>	<u>Density, Percent</u> <u>(Standard Proctor)</u>
For lime treated subgrade, existing subbase or existing base that will receive subsequent on the subbase or base courses.	Not less than 95 except when otherwise shown on plans.
For lime treated existing subgrade or existing base that will receive plans.	Not less than 98 except when otherwise shown on the surface courses.

In addition to the requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests as necessary will be made by the Engineer. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. Should the material, due to any reason or cause, lose the required stability, density, and finish before the next course is

placed or the work is accepted, it shall be reprocessed and refinished at the expense of the Contractor.

1.05 FINISHING, CURING, & PREPARATION FOR SURFACING

After the final layer of the lime treated subgrade, subbase or base has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections. The completed section shall then be finished by rolling as directed with a pneumatic tire or other suitable roller sufficiently light to prevent hair cracking. The completed section shall be moist-cured for minimum of 7 days before further courses are added or any traffic is permitted, unless otherwise directed by the Engineer. In cases where subgrade treatment or subbase sets up sufficiently to prevent objectionable damage from traffic, such layers may be opened to construction and/or access traffic, and covered by other courses, the day following compaction, unless otherwise directed by the Engineer. If the plans, provide for the treated material to be sealed or covered by other courses of material, such seal or course shall be applied within 14 days after final mixing is completed, unless otherwise directed by the Engineer.

1.06 MEASUREMENT AND PAYMENT

Lime treatment of the subgrade, existing subbase, existing base, and salvage pavement and base shall be measured by the square yard to the lines shown on the typical sections.

When Type A, Hydrated Lime is used, the quantity of lime be measured by the ton of 2,000 pounds, dry weight.

When Type B, Commercial Lime Slurry is used, the quantity of lime will be calculated from the required minimum percent solids based upon the use of Grade 1, Grade 2, or Grade 3 as follows:

- Grade 1: The "Dry Solids Content" shall be at least 31% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 pounds based on the 31%, as delivered on the road.
- Grade 2: The "Dry Solids Content" shall be at least 35% by weight of the slurry and the quantity of lime will be calculated by the ton of 2,000 pounds based on the 35%, as delivered on the road.
- Grade 3: The "Dry Solids Content" shall be at least 46% by weight of the slurry and the quantity of lime will be calculated by the tone of 2,000 pounds based on the 46%, as delivered on the road.

END OF SECTION

SECTION 32 11 23
CRUSHED LIMESTONE FLEXIBLE BASE

PART 1 GENERAL

1.01 DESCRIPTION

This item shall govern the materials, placement compaction of Crushed Limestone Base to the lines and grades that are shown on the construction drawings. Crushed Limestone Base thickness for various pavement types are shown on the plans.

1.02 MATERIAL

The Crushed Limestone materials shall be as specified by "Item 247 Flexible Base". Texas Department of Transportation, 2014 Standard Specifications for Construction of Highways, Streets, and Bridges shall meet the requirements as follows:

1. Type A: Type A material shall be crushed stone produced from oversize quarried aggregate, sized by crushing and produced from a naturally occurring single source. Crushed gravel or uncrushed gravel shall not be acceptable for Type A material. No blending of sources and/or additive materials will be allowed in Type A material.
2. Triaxial Class 1: Min. compressive strength, 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.

<u>RETAINED ON SQUARE SIEVE NUMBER</u>	<u>PERCENT RETAINED</u>
1-3/4" (44 mm)	0
7/8" (22.23 mm)	10-35
3/8" (9.5 mm)	30-50
NUMBER 4 (4.75 mm)	45-65
NUMBER 40 (0.425mm)	70-85

Material passing the Number 40 Sieve shall be known as "Binder Materials" and shall meet the following requirements:

Maximum Liquid Limits (L.L)	=	35
Maximum Plasticity Index (P.I.)	=	10
Wet Ball Mill (max)	=	40
California Bearing Ratio (min.)	=	100

All aggregate retained on the Number 10 Sieve shall be comprised of only crushed limestone.

The Contractor shall not place crushed limestone on the road bed until the Engineer has accepted the shaped and compacted subgrade.

The Contractor must maintain the roadbed free of holes, ruts and depressions and in condition to receive the crushed limestone.

The Contractor upon request shall provide certification that the material supplied meets the above requirements prior to delivery to the job site. Samples for testing of the material must be taken prior to the compaction operations.

1.03 CONSTRUCTION METHODS

The flexible base material shall be placed on the approved subgrade in courses not to exceed six (6) inches compacted depth. It shall be the responsibility of the contractor that the required amount of material be delivered and uniformly spread and shaped. All materials has been cut into the windrows, it shall be sprinkled, spread, shaped, and rolled in proper sequence to prevent segregation and as necessary for required compaction.

The surface on completion shall be smooth and in conformity with typical sections and to the established lines and grades. Any deviation in excess of 1/4 inch in cross-section and in length of 16 feet measured longitudinally shall be corrected.

Flexible base shall be compacted to an apparent dry density of not less than 98 percent of the maximum dry density as determined in accordance with A.S.T.M. Test method D698 (Standard Proctor). Tests for density will be made within 24 hours after compaction operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to meet the density required. Prior to placing any succeeding course of flexible base or surfacing on a previously completed course the density and moisture of the top three (3) inches of flexible base shall be checked and if the tests show the density to be more than 2 percent below the specified compaction and moisture content, it shall be reworked as necessary the density and moisture required.

The first density and depth test at a specific location will be made by commercial testing laboratory designated by the Owner and said tests shall be paid for the Owner. If the test fails, all other tests at the location shall be paid for by the Contractor, by deducting from the final payment.

END OF SECTION

SECTION 32 12 13.19

PRIME COAT

PART 1 GENERAL

1.01 DESCRIPTION

"Prime Coat" shall consist of an application of asphaltic material on the completed base course and/or other approved areas in accordance with these specifications as directed by the Inspector.

1.02 MATERIALS

The asphalt material for prime coat shall meet the requirement for Cut-Back Asphalt, MC-30, Item 300, "Asphalt, Oils, and Emulsions" of the Texas Highway Department Standard Specifications 2014 Edition.

1.03 CONSTRUCTION METHODS

When, in the opinion of the Inspector, the area and/or base is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Inspector. If directed by the Inspector, the surface shall be lightly sprinkled with water just prior to application of the asphaltic material. The asphaltic material shall be applied on the clean surface by an approved distributor at a rate of 0.2 gallons per square yard of surface, evenly, and smoothly, under a pressure necessary for proper distribution. During the application of prime coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutter or structures.

Prime coat shall not be applied when the air temperature is below 60°F and falling, but may be applied when the air temperature is about 50°F and is rising; the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Inspector, are not suitable.

END OF SECTION

SECTION 32 12 16.13**HOT MIX ASPHALTIC CONCRETE PAVEMENT****PART 1 GENERAL****1.01 DESCRIPTION**

This item shall consist of a base course, a leveling-up course, a surface course, or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material.

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

1.02 MATERIAL

Hot Mix Asphaltic Concrete, Type "D" (Fine graded surface course) (Modified). The hot mix asphaltic concrete shall conform to the requirements of the Texas State Department of Highway & Special Provisions 340-115, with anti-stripping agent in accordance with Special Specifications Item 3373. The successful bidder shall submit an asphalt mix design within ten (10) days upon award of contract from a geotechnical laboratory demonstrating that the hot mix asphaltic concrete to be used meets these specifications. The asphalt to be used shall be A.C. 20. Special Modifications to Standard Specification Item 2\340, for this project are as follows:

1. Asphalt Content. Asphaltic Material (AC-20) shall form from 5.0 to 8.0 percent of the mixture by weight.
2. Retained Stability. The paving mixture shall have a retained stability of not less than 70 percent when tested in accordance with ASTM Standard Procedure D1075.
3. Hveem Stability. Hveem stability shall not be less than 30.
4. Aggregate retained on No. 10 Sieve shall be 100% Crushed Limestone.

1.03 CONSTRUCTION METHODS

For Hot Mix Asphaltic Concrete Pavement being placed on Flexible Base Material: When the area and/or base is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Inspector. If directed by the Inspector, the surface shall be lightly sprinkled with water just prior to application of the asphaltic material. The asphaltic material shall be applied on the clean surface by an approved distributor at a rate of 0.2 gallons per square yard of surface, evenly, and smoothly, under a pressure necessary for proper distribution.

For Hot Mix Asphaltic Concrete Pavement being placed on Existing HMA Material: When the existing pavement is satisfactory to receive the tack coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Inspector. The asphaltic material shall be applied on the clean surface by an approved distributor at a rate not to exceed 0.11 or below 0.05 gallons per square yard of surface, evenly, and smoothly, under a pressure necessary for proper distribution.

During the application of Prime and Tack coat, care shall be taken to prevent splattering of adjacent curb and gutter or structures. Prime and Tack coat shall not be applied when the air temperature is below 60°F and falling, but may be applied when the air temperature is about 50°F and is rising; the air temperature

being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Inspector, are not suitable.

Construction methods used in Hot Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" of the DHPT Standard Specification, with the following additions:

If the temperature of the asphaltic mixture of a load of any part of a load becomes less than 225°F or more than 350°F after being dumped from the mixer and prior to passing through the lay-down machine, all or any part of the load may be rejected.

1. Transporting Asphaltic Concrete. The asphaltic mixture, prepared as specified above, shall be hauled to the work in tight vehicles previously cleaned of all foreign material. The dispatching of the vehicles shall be arranged so that all material delivered may be placed, and all rolling shall be completed during daylight hours. In cool weather or for long hauls, canvas covers and insulating of the truck bodies may be required. The inside of the truck body may be given a light coating of oil, lime slurry, or other material satisfactory to the Engineer, if necessary, to prevent mixture from adhering to the body.
2. Placing
 - a. Generally, the asphaltic mixture shall be dumped and spread on the approved prepared surface with specified spreading and finishing machine, in such manner that when properly compact the finished pavement will be smooth, of uniform density and will meet the requirements of the typical cross sections and the surface tests. During the application of asphaltic material, care shall be taken to prevent splattering of adjacent pavement, curb, gutter and structures.
 - b. In placing a level-up course with the spreading and finishing machine, binder twine or cord shall be set to line and grade established by the Engineer. If approved by the Engineer, level-up courses may be spread with a motor grader.
 - c. When the asphaltic mixture is placed in a narrow strip along the edge of an existing pavement, or used to level up small areas of an existing pavement or placed in small irregular areas where the use of a finishing machine is not practical, the finishing machine may be eliminated when authorized by the Engineer, provided a satisfactory surface can be obtained by other approved methods.
 - d. Flush Structures. Adjacent to flush curbs, gutters, liners, and structures, the surface shall be finished uniformly high so that when compacted it will be slightly above the edge of the curb or flush structure.
3. Conditions for Placement. The asphaltic mixture when placed with a spreading and finishing machine, shall not be placed when the air temperature is below 50°F and is falling, but it may be when the air temperature is above 50°F and is rising. The air temperature shall be taken in the shade away from artificial heat. It is further provided that the asphaltic mixture shall be placed only when the humidity, general weather conditions, and temperature and moisture conditions of the base, in the opinion of the Engineer, are suitable.

4. Compacting

- a. Rolling with the three wheel and tandem rollers shall start longitudinally at the sides and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the rear wheel unless otherwise directed by the Engineer. Alternative trips of the roller shall be slightly different in length. On super-elevated curves, rolling shall begin at the low side and progress toward the high side unless otherwise directed by the Engineer. Rolling with pneumatic-tire roller shall be done as needed. Rolling shall be continued until no further compression can be obtained and all roller marks are eliminated. One tandem roller, one pneumatic-tire roller and at least one three wheel roller as specified above shall be provided for each job. If the Contractor elects, he may substitute the three axle tandem roller for the two axle tandem roller and/or the three wheel roller; but in no case shall less than three rollers be in use on each job. Additional rollers shall be provided if needed. The motion of the roller shall be slow enough at all times to avoid displacement of the mixture. If any displacement occurs, it shall be corrected at once by the use of rakes and of fresh mixtures when required. The roller shall not be allowed to stand on pavement which has not been fully compacted. To prevent adhesion of the surface mixture to the roller, the wheels shall be kept thoroughly moistened with water, but an excess of water will not be permitted. All rollers must be in good mechanical condition. Necessary precautions shall be taken to prevent the dropping of gasoline, oil, grease, or other foreign matter on the pavement, either when the rollers are in operation or when standing.

In lieu of the rolling equipment specified, the Contractor may, upon written permission from the Engineer, operate other compacting equipment that will produce equivalent relative compaction as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction as would be expected of the specified equipment, as determined by the Engineer, its use shall be discontinued.

- b. Hand Tamping. The edges of the pavement along curbs, headers, and similar structures, and all places not accessible to the roller, or in such positions as will not allow thorough compaction may be compacted using lightly oiled tamps.

5. Opening to Traffic. The pavement shall be opened to traffic when directed by the Engineer. The Contractor's attention is directed to the fact that all construction traffic allowed on pavement open to public will be subject to the laws governing traffic on Public Roads and Streets.

If the surface ravel or presents a rough appearance, it will be the Contractor's responsibility to correct this condition at his expense. A fog seal and/or sand seal will be applied.

6. Density Test. Acceptance Sampling and Testing of Hot Mix Asphaltic Concrete (Compaction):

Hot Mix Asphaltic Concrete will be accepted for density on a lot basis. A lot will consist of 500 feet of one paving street. One test shall be made for each lot.

Each lot of pavement will be accepted, with respect to density, when the average field density is equal to or greater than 92% of the average maximum theoretical density as determined in accordance with ASTM D2725, and when no individual determination is less than 90% of the average maximum theoretical density. Four field density determinations will be made for each lot. The number of tests will be determined by this specification or by request of the engineer. An asphalt sample specimen shall be provided to the testing laboratory for determining the maximum theoretical density. If heating is necessary, the specimen shall be heated to the lowest temperatures required for proper preparation of the sample.

TABLE 8
SLIDING SCALE PAY FACTORS
(DENSITY BASED ON PERCENT OF MAXIMUM THEORETICAL)

AVERAGE PERCENT DENSITY	RECOMMENDED PERCENT PAYMENT
92% or Above	100
90.0 - 91.9	90 **
Below 90.0	Reject ***

* Average of 4 samples

** If the Owner agrees to accept densities between 90.0-91.9% a seal coat will be required at the costs of the contractor.

*** If the Owner agrees to accept densities below 90.0%, the pay factor for density shall be 50%.

7. Surface Tests. Tests for conformity with the specified crowns and grade shall be made by the Contractor immediately after final rolling. Any variation exceeding the specified tolerances shall immediately be corrected by removing the defective work and replacing with new material, as directed by the Engineer. Any correction required shall be at the sole expense of the Contractor.

For surface course, the finished surface shall not vary more than 1/4 inch (6.3mm), when tested with a 16 foot straightedge applied parallel with, or at right angles to, the centerline.

The finished surfaces of hot mix asphaltic concrete shall not vary from the gradeline, elevations and cross sections shown on the plans by more than 1/2 inch (12.7 mm). The Contractor shall correct pavement areas varying in excess of this amount by removing and replacing the defective work. Skin patching shall not be permitted for correction of low areas nor shall be permitted for correction of high areas.

8. Sampling Pavement. Samples for determination of thickness and density of completed pavements shall be obtained by the Owner. The size, number, and locations of the samples will be as directed by the Engineer.

All tests necessary to determine conformance with the specified requirements will be performed without cost to the Contractor; however, any required retests shall be performed at the Contractor's cost.

Upon delivery of the Hot Mix Asphaltic Concrete to the site, the Owner will hire a reputable commercial testing laboratory to sample the material and run laboratory tests to verify that the mixture conforms to project specifications (Gradation, Extraction, Hveem Stability and Retained Stability).

END OF SECTION

SECTION 32 16 00

CONCRETE CURBS, GUTTERS, DRIVEWAYS & SIDEWALKS

PART 1 GENERAL

1.01 DESCRIPTION

This guide specification covers the requirements for concrete sidewalks, driveways, and concrete curbs and gutters. Concrete shall be composed of portland cement concrete in accordance with the lines and grades established by the Engineer and in conformance with the details shown on the plans.

1.02 PRODUCTS

CONCRETE: Concrete shall conform to the details in the plans except as otherwise specified. Concrete shall have a minimum compressive strength of 3000 psi at 28 days. Maximum size of aggregate shall be 1-1/2 inches. In climates where freezing is not a factor but where air entrainment is used in local commercial practice to improve the workability and place ability of concrete, concrete having air content percent of 4-1/2 plus or minus 1-1/2 percent may be specified as Contractor's option to non air-entrained concrete. Mixtures may have air content by volume of concrete of 5 to 7 percent, based on measurements made immediately after discharge from the mixer. The desired slump will be inserted. Suggested limits are 3 inches plus or minus 1 inch for hand placed concrete or for slip formed concrete. The concrete slump shall be 3 inches where determined in accordance with ASTM C 143.

JOINT FILLER STRIPS & SEALANTS: Contraction joint filler for curb and gutter shall consist of hard-pressed fiberboard. Joint sealant, cold-applied shall be a rubberized asphalt sealant or equal approved by the engineer.

1.03 CONSTRUCTION METHODS

Placing During Warm Weather: The temperature of the concrete as placed shall not exceed 100 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory placing temperature. In no case shall the placing air temperature exceed 103 degrees F.

FORM WORK: Form work shall be designed and constructed to insure that the finished concrete will conform accurately to the indicated dimensions, lines, and elevations, and within the tolerances specified. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during depositing and consolidating concrete. Wood forms shall be surfaced plank, 2-inch nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 -12 feet. Radius bends may be formed with 3/4-inch boards, laminated to the required thickness. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Ends of steel forms shall be interlocking and self-aligning. Steel forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Steel forms shall have a **nominal** length of 10 feet with a minimum of two welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips designed for use with steel forms.

FORM SETTING: Forms shall be carefully set to the indicated alignment, grade and dimensions. Forms shall be held rigidly in place by a minimum of three stakes per form placed at intervals not to exceed 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Clamps, spreaders, and braces shall be used where required to insure rigidity in the forms. Forms shall be removed without injuring the concrete. Bars or heavy tools shall not be used against the concrete in removing the forms. Any concrete found defective after form removal shall be promptly and satisfactorily repaired. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood

forms may, instead, be thoroughly wetted with water before concrete is placed, except that with probable freezing temperatures, oiling is mandatory. Forms for sidewalks shall be set with the upper edge true to line and grade with an allowable tolerance of 1/8 inch in any 10-foot long section. After forms are set, grade and alignment shall be checked with a 10-foot straightedge. Forms shall have a transverse slope [as indicated] 1/4-inch per foot with the low side adjacent to the roadway. Side forms shall not be removed for 18 hours after finishing has been completed.

CONCRETE PLACEMENT AND FINISHING: Concrete shall be placed in the forms in one layer of such thickness that when consolidated and finished the sidewalks will be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated with an approved vibrator, and the surface shall be finished to grade with a wood float, bull float, or darby, edged and broom finished. After straight edging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic. All slab edges, including those at formed joints, shall be finished carefully with an edger having a radius of 1/8 inch. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished. **All slab edges, including those at formed joints, shall be sealed with a rubberized asphalt sealant to control water damage to the subgrade and control of weed and grass growth in the edges and joints.**

Tolerances: Finished surfaces shall not vary more than 1/4 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

Expansion Joints: The Expansion joints shall be formed in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove, or by sawing a groove in the hardened concrete with a power-driven saw, unless otherwise approved. Sawed joints shall be constructed by sawing a groove in the concrete with a 1/8-inch blade to the depth indicated. Isolation-joint filler will be required between curbs that abut the sidewalk longitudinally. Joint filler in expansion joints surrounding structures and features within the sidewalk may consist of performed filler material conforming to ASTM D 1752 or building paper. Isolation joints shall be formed with 3/4 inch fiber board with 3/4 inch joint tack strips. At the end of the curing period, expansion joints shall be carefully cleaned and filled with joint sealer.

CURING AND PROTECTION: Concrete shall be protected against loss of moisture and rapid temperature changes for at least 7 days from the beginning of the curing operation. Unhardened concrete shall be protected from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready for use before actual concrete placement begins. Protection shall be provided as necessary to prevent cracking of the pavement due to temperature changes during the curing period.

Protection: Completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Removed damaged portions shall be disposed of as directed.

FIELD QUALITY CONTROL: The Contractor shall perform the inspection and tests described and meet the specified requirements for inspection details and frequency of testing. Based upon the results of these inspections and tests, the Contractor shall take the action and submit reports as required below, and any additional tests to insure that the requirements of these specifications are met.

Strength Testing: The Contractor shall provide molded concrete specimens for strength tests. Samples of concrete placed each day shall be taken not less than once a day nor less than once for every 150 cubic yards of concrete. The samples for strength tests shall be taken in accordance with ASTM C 172. Cylinders for acceptance shall be molded in conformance with ASTM C 31 by an approved testing laboratory. Each strength test result shall be the average of two test cylinders from the same concrete sample tested at 28 days, unless otherwise specified or approved. At least one concrete cylinder should be made to determine an early 7 day strength so further construction can be conducted. Concrete specified on the basis of compressive strength will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the specified strength, and no individual strength test result falls below the specified strength by more than 500 psi.

Slump Test: One slump tests shall be made on randomly selected batches of each class of concrete for every 150 cubic yards, or fraction thereof, of concrete placed during each shift. All slump tests are to be done on the middle third of the concrete within the concrete truck. Additional tests will be performed when excessive variation in the workability of the concrete is noted or when excessive crumbling or slumping is noticed along the edges of slip-formed concrete. Additional tests can be requested by the engineer or the testing laboratory at any time of the concrete job.

Surface Evaluation: The finished surface of each category of the completed work shall be uniform in color and free of blemishes and form or tool marks. Exposed surfaces of the finished work will be inspected by the Engineer and any deficiencies in appearance will be identified. Areas which exhibit excessive cracking, discoloration, form marks, or tool marks or which are otherwise inconsistent with the overall appearances of the work shall be removed and replaced.

END OF SECTION

SECTION 32 17 23.13

PAINTED PAVEMENT MARKINGS

(ITEM 666 - TxDOT 2004 - REFLECTORIZED PAVEMENT MARKINGS)

666.1. Description. Furnish and place reflectORIZED pavement markings.

666.2. Materials.

- A. Type I Marking Materials.** Furnish in accordance with DMS-8220, “Hot Applied Thermoplastic.”
- B. Type II Marking Materials.** Furnish in accordance with DMS-8200, “Traffic Paint.” (Contains chlorinated rubber. Do not use water-based material).
- C. Glass Traffic Beads.** Furnish drop-on glass beads conforming to DMS-8290, “Glass Traffic Beads.”
- 1. Type I Markings.** Furnish Type III drop-on glass beads. Furnish Type II or double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), only when specified in the plans. When furnishing a double-drop system, apply the Type III beads before applying the Type II beads.
 - 2. Type II Markings.** Furnish Type III drop-on glass beads or other beads specified on the plans.
- D. Labeling.** Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

666.3. Equipment.

- A. General Requirements.** Use equipment that:
- is maintained in satisfactory condition,
 - meets or exceeds the requirements of the National Board of Fire Underwriters and the RRC for this application,
 - uses an automatic bead dispenser attached to the pavement marking equipment, and
 - can provide continuous mixing and agitation of the pavement marking material.

Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material.

- B. Material Placement Requirements.** Use equipment that can place:
- at least 40,000 ft. of 4-in. solid or broken markings per day at the specified thickness;
 - linear markings up to 8 in. wide in a single pass;
 - markings other than solid or broken lines;
 - a center-line and no-passing barrier-line configuration consisting of 1 broken line with 2 solid lines at the same time to the alignment, spacing, and thickness shown on the plans, for 3-line application;
 - white line from both sides;
 - lines with clean edges, uniform cross section and thickness, and reasonably square ends;

- skip lines between 10 and 10-1/2 ft., an approximate stripe-to-gap ratio of 1 to 3, and a stripe-gap cycle between 39-1/2 ft. and 40-1/2 ft., automatically;
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
- double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, if double-drop bead application is used.

666.4. Construction. Place markings before opening to traffic unless short-term or work zone markings are allowed.

A. General. Obtain approval for the sequence of work and estimated daily production. On roadways already open to traffic, place markings with minimal interference to the operations of that roadway. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on pavement that is completely dry and passes the following tests:

- Type I Marking Application—Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- Type II Marking Application—Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- that meet the requirements of Tex-828-B,
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross section and thickness,
- with clean and reasonably square ends,
- that are reflectorized, and
- using personnel skilled and experienced with installation of pavement markings.

Remove all applied markings that are not in alignment or sequence as stated in the plans or as stated in the specifications at the Contractor's expense in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

B. Surface Preparation. Unless otherwise shown on the plans, prepare surfaces in accordance with this section.

- 1. Cleaning for New Asphalt Surfaces and Retracing of All Surfaces.** For new asphalt surfaces (less than 3 years old) and retracing of all surfaces, air-blast or broom the pavement surface to remove loose material, unless otherwise shown

on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.

2. **Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing).** For old asphalt surfaces (more than 3 years old) and all concrete surfaces, clean in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.
 3. **Sealer for Type I Markings.** For asphalt surfaces more than 3 years old or for concrete, apply a pavement sealer before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. When the sealer becomes dirty after placement, clean by washing or in accordance with Section 666.4.B.1, "Cleaning for New Asphalt Surfaces and Retracing of All Surfaces," as directed. Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.
- C. **Application.** Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings if required.

1. **Type I Markings.** Place the Type I marking after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. If during a spray application, operations cease for 5 min. or longer, flush the spray head by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavements passing the moisture test described in Section 666.4.A, "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

Apply Type I markings with a minimum thickness of:

- 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Surface Treatments," or Item 318, "Hot Asphalt-Rubber Surface Treatments,"
- 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
- 0.090 in. (90 mils) for all other Type I markings.

The maximum thickness for Type I markings is 0.180 in. (180 mils). Measure thickness for markings in accordance with Tex-854-B using the tape method.

2. **Type II Markings.** Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.
3. **Bead Coverage.** For Type I and Type II markings, provide a uniform distribution of beads across the surface of the stripe, with 40 to 60% bead embedment.

D. Performance Period. All markings and replacement markings must meet the requirements of Tex-828-B for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

666.5. Measurement. This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

666.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified or "Reflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified as applicable. This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

Surface preparation of new concrete and asphalt concrete pavements more than 3 years old, where no stripe exists, will be paid for under Item 678, "Pavement Surface Preparation for Markings." Surface preparation of all other asphalt and old concrete pavement, except for sealing, will not be paid for directly but is subsidiary to this Item.

Work-zone pavement markings (Type II, paint and beads) used as a sealer for Type I markings (thermoplastic) will be paid for under Item 662, "Work Zone Pavement Markings."

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

END OF SECTION

SECTION 32 31 13
CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. ASTM International (ASTM):
 - a. A121, Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.
 - b. A313/A313M, Standard Specification for Stainless Steel Spring Wire.
 - c. A392, Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
 - d. A491, Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric.
 - e. A497/A497M, Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete.
 - f. A615/A615M, Standard Specification for Deformed and Plain Billet- Steel Bars for Concrete Reinforcement.
 - g. A780, Standard Specification for Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings.
 - h. A824, Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence.
 - i. A1011/A1011M, Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High- Strength Low-Alloy with Improved Formability.
 - j. C94/C94M, Standard Specification for Ready-Mixed Concrete.
 - k. C150, Standard Specification for Portland Cement.
 - l. C387, Standard Specifications for Packaged, Dry, Combined Materials for Mortar and Concrete.
 - m. F552, Standard Terminology Relating to Chain Link Fencing.
 - n. F567, Standard Practice for Installation of Chain-Link Fence.
 - o. F626, Standard Specification for Fence Fittings.
 - p. F668, Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric.
 - q. F900, Standard Specification for Industrial and Commercial Swing Gates.
 - r. F934, Standard Specification for Standard Colors for

Polymer- Coated Chain Link Fence Materials.

- s. F1043, Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
 - t. F1083, Standard Specification for Pipe, Steel, Hot-Dipped Zinc- Coated (Galvanized) Welded, for Fence Structures.
 - u. F1183, Standard Specifications for Aluminum Alloy Chain Link Fence Fabric.
 - v. F1184, Standard Specifications for Industrial and Commercial Horizontal Slide Gates.
 - w. F1379, Standard Terminology Relating to Barbed Tape.
 - x. F1911, Standard Practice for Installation of Barbed Tape.
 - y. F1916, Standard Specification for Selecting Chain Link Barrier Systems with Coated Chain Link Fence Fabric and Round Posts for Detention Applications.
- 2. Institute of Electrical and Electronic Engineers (IEEE), Inc.: C2, National Electrical Safety Code.
 - 3. National Electrical Manufacturers Association (NEMA): 250, Enclosures for Electrical Equipment (1,000 volts max.).

1.2 DEFINITIONS

- A. Terms as defined in ASTM F552.

1.3 SUBMITTALS

- A. Action Submittals:

- 1. Shop Drawings:
 - a. Product Data: Include construction details, material descriptions, dimensions of individual components, and finishes for chain link fences and gates.
 - 1) Fence, gate posts, rails, and fittings.
 - 2) Chain link fabric.
 - 3) Gates and hardware.
 - 4) Gate operators, motors, and mounting arrangements, switches, and controls; include operating instructions.
 - 5) Gate access system, including access control features, power and control wiring diagrams, and operating instructions.
 - 6) Accessories: Barbed wire.
- 2. Samples:
 - a. Chain Link Fabric: Approximately 12 inches square.
 - b. Posts, Rails, Braces, Wire, and Ties: Approximately 12 inches long.
 - c. Fittings: 1 each.
 - d. PVC or Polymer Coated Fabric Including Manufacturer's Color Selections: Approximately 12 inches square.

- e. Privacy Slats Including Manufacturer's Color Selections: Approximately 6 inches long.

- 3. Test Reports: Field test result for compliance of installation of chain link fence, gates, and gate operators.

B. Informational Submittals:

- 1. Manufacturer's recommended installation instructions.
- 2. Evidence of Supplier and installer qualifications.

1.4 QUALITY ASSURANCE

A. Qualifications:

- 1. Automatic Gate Operator System Supplier: 5 years' experience in gate operator systems.
- 2. Automatic Gate Operator System Installer: Experienced installer who has completed chain link fences and gates similar in material, design, and extent to those indicated for Project and whose work has resulted with a record of successful in-service performance with a minimum 3 years' experience.

- B. Design, supply of equipment and components, installation, and on-call service shall be product of individual company with record of installations meeting requirements specified.

- C. Preinstallation Conference: Conduct conference at project Site with gate installer to verify layout and operations of automatic gate operating system.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Site in undamaged condition. Store materials off the ground to provide protection against oxidation caused by ground contact.

1.6 SCHEDULING AND SEQUENCING

- A. Complete necessary Site preparation and grading before installing chain link fence and gates.
- B. Interruption of Existing Utility Service: Notify owner of utility 72 hours prior to interruption of utility services. Do not proceed with interruption of utility service without written permission from utility owner.

1.7 SPECIAL GUARANTEE

- A. Provide manufacturer’s extended guarantee or warranty, with Owner named as beneficiary, in writing, as special guarantee. Special guarantee shall provide for correction, or at the option of the Owner, removal and replacement of the following items found defective during a period of 1 year after the date of Substantial Completion. Duties and obligations for correction or removal and replacement of defective Work shall be as specified in the General Conditions.
 - 1. Faulty operations of gate operators and controls.
 - 2. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 3. Deflection of fence fabric beyond limits.

PART 2 PRODUCTS

2.01 GENERAL

- A. Match style, finish, and color of each fence component with that of other fence components. CHAIN

2.02 LINK FENCE FABRIC

- A. Galvanized fabric conforming to ASTM A392, Type II; galvanized after weaving.
- B. PVC-coated or Polymer-coated galvanized fabric conforming to ASTM F668, Class 1 or Class 2a over metallic-coated steel wire.
 - 1. Color: Dark Green, complying with ASTM F934.
- C. Height: 96 inches, unless otherwise shown.

- D. Core Wire Gauge: No. 9. Pattern:
- E. 2-inch diamond-mesh.
- F. Diamond Count: Manufacturer's standard and consistent for fabric furnished of same height.
- G. Loops of Knuckled Selvages: Closed or nearly closed with space not exceeding diameter of wire.
- H. Wires of Twisted Selvages:
 - 1. Twisted in a closed helix three full turns.
 - 2. Cut at an angle to provide sharp barbs that extend minimum 1/4 inch beyond twist.

2.3 POSTS

- A. General:
 - 1. Strength and Stiffness Requirements: ASTM F1043; heavy industrial fence, except as modified in this section.
 - 2. Round Steel Pipe, Schedule 40: ASTM F1083.
 - 3. Roll-Formed Steel Shapes: Roll-formed from ASTM A1011/A1011M, Grade 45, High-Strength Low-Alloy steel.
 - 4. Lengths: Manufacturer's standard with allowance for minimum embedment below finished grade of 34 inches.
 - 5. Protective Coatings:
 - a. Zinc Coating: ASTM F1043, Type A external and internal coating.
 - 6. Color Coating: ASTM F1043, minimum 10 mils thickness over zinc coating to match color of chain link fabric.
- B. Line Posts:
 - 1. Round Steel Pipe:
 - a. Outside Diameter: 1.5 inches.
- C. End, Corner, Angle, and Pull Posts:
 - 1. Round Steel Pipe:
 - a. Outside Diameter: 2.875 inches.
- D. Posts for Removable Fence Panels: As specified for end, corner, angle, and pull posts.
- E. Posts for Swing Gates Over 8 Feet High: As recommended by fence

manufacturer.

- F. Posts for Horizontal Sliding Gates: As recommended by fence manufacturer.

2.4 TOP AND BRACE RAILS

- A. Galvanized Round Steel Pipe:
 - 1. ASTM F1083.
 - 2. Outside Diameter: 1.5 inches.
- B. Protective Coatings: As specified for posts.
- C. Color Coating: ASTM F1043, minimum 10-mil thickness over zinc coating to match color of chain link fabric.
- D. Strength and Stiffness Requirements: ASTM F1043, top rail, heavy industrial fence.

2.5 FENCE FITTINGS

- A. General: In conformance with ASTM F626, except as modified by this article. Post
- B. and Line Caps: Designed to accommodate passage of top rail through cap, where top rail required.
- C. Tension and Brace Bands: No exceptions to ASTM F626.
- D. Tension Bars:
 - 1. One-piece
 - 2. Length not less than 2 inches shorter than full height of chain link fabric.
 - 3. Provide one bar for each gate and end post, and two for each corner and pull post.
- E. Truss Rod Assembly: 3/8-inch diameter, steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.
- F. Tie Wires, Clips, and Fasteners: According to ASTM F626.

- G. Barbed Wire Supporting Arms: Pressed steel or Aluminum Alloy 36 with clips, slots, or other means for attaching strands of barbed wire integral with post cap for each post, with single vertical arms for supporting one strand of barbed wire. Arms shall withstand 250 pounds of downward pull at outermost ends of the arms without failure.

2.6 TENSION WIRE

- A. Zinc-coated steel marcelled tension wire conforming to ASTM A824 C, Type I.

2.07 BARBED WIRE

- A. Zinc-Coated Barbed Wire: ASTM A121, Chain Link Fence Grade:
- B. Aluminum-Coated Steel Barbed Wire: ASTM A121, Type I.

- 1. Line Wire: Single strand of No. 12-1/2 gauge.
- 2. Barbs:
 - a. Number of Points: Four.
 - b. Length: 3/8 inch minimum.
 - c. Shape: Round.
 - d. Diameter: No. 14 gauge.
 - e. Spacing: 5 inches.

2.8 GATES

- A. General:
 - 1. Gate Operation: Opened and closed easily by one person.
 - 2. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F1043 and ASTM F1083 for materials and protective coatings.
 - 3. Frames and Bracing: Fabricate members from round galvanized steel tubing with outside dimension and weight according to ASTM F900.
 - 4. Gate leaves more than 8-feet wide shall have intermediate tubular members and diagonal truss rods to provide rigid construction, free from sag or twist.
 - 5. Gate Fabric Height: Same as for adjacent fence height.
 - 6. Welded Steel Joints: Paint with zinc-based paint.
 - 7. Chain Link Fabric: Attached securely to gate frame at intervals not exceeding 15 inches.
 - 8. Gate Posts and Frame Members: Extend gateposts and frame end members above top of chain-link fabric at both ends of gate frame to attach barbed wire assemblies.
 - 9. Latches: Arranged for padlocking so padlock will be accessible from both

sides of gate.

- B. Swing Gates: Comply with ASTM F900 for double swing gate types.
 - 1. Leaf Width: As shown in the design plans.
 - 2. Hinges: Offset type, malleable iron.
 - a. Furnished with large bearing surfaces for clamping in position.
 - b. Designed to swing either 180 degrees outward, 180 degrees inward, or 90 degrees in or out, as shown, and not twist or turn under action of gate.
 - 3. Latches: Plunger bar arranged to engage stop, except single gates of openings less than 10 feet wide may each have forked latch.
 - 4. Gate Stops: Mushroom type or flush plate with anchors, suitable for setting in concrete.
 - 5. Locking Device and Padlock Eyes: Integral part of latch, requiring one padlock for locking both leaves of double gate.
 - 6. Hold-Open Keepers: Designed to automatically engage gate leaf and hold it in open position until manually released.

- C. Rolling Gate:
 - 1. Track Rollers: Malleable iron or heavy pressed steel with provision for grease lubrication.
 - 2. Ground Rollers: Malleable iron or heavy pressed steel with provision for grease lubrication.
 - 3. Support Posts: Spaced on maximum 7-foot centers.
 - 4. Gates more than 8 feet in height shall have three tracks.
 - 5. Frames: ASTM F1184, Type I.
 - 6. Gate Accessories: ASTM F1184.

2.9 CONCRETE

- A. Materials: ASTM C387, packaged, dry, combined ingredients with Type I cement.

- B. Mixing: In a clean metal container, mix package of dry materials by hand or machine. Following manufacturer's instructions, add clean water in sufficient quantity to produce a slump of 2 inches to 3 inches.

2.10 FENCE GROUNDING

- A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
 - 1. Material above Finished Grade: Copper.

2. Material on or below Finished Grade: Copper.
 3. Bonding Jumpers: Braided copper tape, 1-inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.
- B. Connectors and Grounding Rods: Comply with UL 467.
1. Connectors for Below-Grade Use: Exothermic welded type.
 2. Grounding Rods: Copper-clad steel.

PART 3 EXECUTION

3.1 GENERAL

- A. Install chain link fences and gates in accordance with ASTM F567, except as modified in this section, and in accordance with fence manufacturer's recommendations, as approved by Engineer. Erect fencing in straight lines between angle points.
- B. Provide necessary hardware for a complete fence and gate installation.
- C. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust in accordance with ASTM A780.
- D. Drainage Crossings: Where the chain-link fence must cross drainage ditches or swales, the main fence shall be carried across a ditch or swale with additional fence added below.
1. Frames and Bracing: The fence added below shall be fabricated with galvanized round steel pipe conforming to the requirements for top and brace rails.
 2. The construction of the frame shall be welded or assembled with corner fittings. The frame shall be rigid and to the extent necessary to maintain a 2-inch clearance between bottom of the frame and finish grade. If necessary to maintain rigidity, attach to the frame a series of 3/8-inch diameter galvanized steel pipe stakes that are embedded a minimum of 2 feet to the sides and bottom of the ditch.
 3. Attach chain link fabric securely to frame at intervals not exceeding 12 inches.

3.2 PREPARATION

- A. Clear area on either side of fence to the extent specified in Section 31 10 00, Site Clearing. Eliminate ground surface irregularities along fence line to the extent necessary to maintain a 2-inch clearance between bottom of fabric and finish grade.
- B. Stake locations of fence lines, gates, and terminal posts. Do not exceed

intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 POST SETTING

- A. Drill or hand-excavate holes for posts to diameters and spacing indicated, in firm, undisturbed soil. Driven posts are not acceptable. Postholes shall be clear of loose materials. Waste materials from postholes shall be removed from Site or regraded into slopes on Site.
- B. Posthole Depth:
 - 1. Minimum 3 feet below finished grade.
 - 2. 2 inches deeper than post embedment depth below finish grade.
- C. Set posts with minimum embedment below finished grade of 34 inches and with top rail at proper height above finished grade. Verify posts are set plumb, aligned, and at correct height and spacing. Brace posts, as necessary, to maintain correct position and plumbness until concrete sets.
- D. Backfill postholes with concrete to 2 inches above finished grade. Vibrate or tamp concrete for consolidation. Protect above ground portion of posts from concrete splatter.
- E. Before concrete sets, crown and finish top of concrete to readily shed water.
- F. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.
- G. Line Posts: Space line posts uniformly at 10 feet on centers between terminal end, corner, and gate posts.

3.4 POST BRACING

- A. Install according to ASTM F567, maintaining plumb position, and alignment of fencing. Install braces at gate, end, pull, and corner posts diagonally to adjacent line posts to ensure stability. Install braces on both sides of corner and pull posts.
 - 1. Locate horizontal braces at mid-height of fabric or higher, on fences with top rail, and 2/3-fabric height on fences without top rail. Install so posts are plumb when diagonal truss rod assembly is under proper tension.

3.5 TOP RAILS

- A. Install according to ASTM F567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps and terminating into rail end attached to posts or posts caps fabricated to receive rail at terminal posts. Install top rail sleeves with springs at 105 feet maximum spacing to permit expansion in rail.

3.6 BARBED WIRE SUPPORTING ARMS

- A. Barbed wire supporting arms shall be installed as indicated and as recommended by manufacturer. Bolt or rivet supporting arm to top of post in a manner to prevent easy removal with hand tools. Angle single arms to outside of fence.

3.7 TENSION WIRE

- A. Install according to ASTM F567 and ASTM F1916, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with tie wires at a maximum spacing of 24 inches on center.
- B. Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.

3.8 CHAIN LINK FABRIC

- A. Do not install fabric until concrete has cured minimum 7 days.
- B. Apply fabric to outside of enclosing framework. Pull fabric taut to provide a smooth and uniform appearance free from sag, without permanently distorting fabric diamond or reducing fabric height. Tie fabric to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- C. Splicing shall be accomplished according to ASTM F1916 by weaving a single picket into the ends of the rolls to be joined.
- D. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated.
- E. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches on center.
- F. Tie Wires: Fasten ties to wrap a full 360 degrees around rail or post and a minimum of one complete diamond of fabric. Twist ends of tie wire three full twists, and cut off protruding ends to preclude untwisting by hand.

1. Maximum Spacing: Tie fabric to line posts at 12 inches on center and to brace and top rails at 24 inches on center.

3.9 BARBED WIRE

- A. Install barbed wire uniformly in configurations of a single strand of barbed wire on supporting arms. Pull wire taut and install securely to supporting arms and secure to end terminal post or terminal arms.

3.10 GATES

- A. Install gates according to manufacturer's written instructions, level, plumb and secure for full opening without interference. Attach fabric and hardware to gate using tamper-resistant or concealed means. Adjust hardware for smooth operation and lubricate where necessary so gates operate satisfactorily from open or closed position.
- B. Set gate stops in concrete to engage center drop rod or plunger bar.

3.11 ELECTRICAL GROUNDING

- A. Ground fences at a maximum interval of 1,000 feet in accordance with applicable requirements of IEEE C2, National Electrical Safety Code.
- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet on each side of crossing.
- C. Grounding Method: At each grounding location, drive a grounding rod vertically until top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at grounding location.

3.12 FIELD QUALITY CONTROL

- A. Post and Fabric Testing: Test fabric tension and line post rigidity according to ASTM F1916.
- B. Gate Tests:
 1. Prior to acceptance of installed gates, demonstrate proper operation of gates under each possible open and close condition specified.
 2. Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range.
 3. Confirm that latches and locks engage accurately and securely without forcing and binding.

3.13 CLEANUP

- A. Remove excess fencing materials and other debris from Site.

END OF SECTION

SECTION 33 40 00
STORM DRAINAGE SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

Storm drainage system includes, but is not limited to construction of storm sewers, drainage structures, drainage appurtenances, riprap, ditching, backfilling, shoring and dewatering of trenches for storm sewers as required for safe and workmanlike construction.

Storm drains that are in public easements, and that will be owned and maintained by the City of Brownsville, shall be constructed in accordance with the Standard Construction Specification for the City of Brownsville.

1.02 DELETED

1.03 QUALITY ASSURANCE

- A. Storm drain pipe may be inspected at the manufacturing source as well as at the job site by the Engineer.
- B. Storm drainage systems serving public streets shall be constructed under the inspection of the owning governmental agency. Final acceptance of governmental agency is required prior to final payment under this contract.

PART 2 - PRODUCTS

2.01 BEDDING MATERIAL

Bedding material shall be specified in the drawing details.

2.02 STORM DRAIN PIPE MATERIALS

- A. Storm drain pipe is to be of the size and type shown on the drawings.
- B. Reinforced concrete pipe and special fittings shall be reinforced concrete culvert, storm drain and sewer pipe conforming to the latest requirements of ASTM Standard Specifications, Serial Designation C-76. Pipe shall be centrifugally cast or vibrated prebed, horizontally or vertically cast or made on a Packerhead machine and shall be furnished in lengths not less than four feet (4'). Reinforced concrete pipe shall be rubber gasketed pipe or as specified in the plans or by the Engineer.
- C. Each pipe shall be clearly marked as required by the Standard Specifications to show its class, date of manufacturer and name or trademark of the manufacturer.

- D. Any pipe which has been broken, cracked or otherwise damaged before, during or after delivery, or which has failed to meet the required tests shall be removed from the site of the work and shall not be used therein.
- E. All pipe and special fittings shall be new materials which have not been previously used.
- F. Nominal inside diameter shall be as shown on the drawings, or as directed by the Engineer.
- G. Portland cement and mortar sand for this construction of storm drainage pipe and culverts must be on the project, proven to be the first-class working condition before construction will be permitted to begin.
- H. The Sub-contractor shall provide hoisting equipment to handle the pipe in unloading and placing in its final position, without damage to the pipe.

2.03 APPURTENANCE MATERIAL

A. Brick

- 1. Clay or Shale Brick

Comply with ASTM C-32 sewer brick and manhole brick, grade SM.

- 2. Concrete Masonry Units

Comply with ASTM C-139.

B. Mortar

C-270, Type M, for pipe joints and manhole and inlet brickwork.

- C. Concrete for storm drainage constructions shall be in accordance with appropriate section of the Specifications for this project. Strength shall be 3,000 psi at age 28 days.

D. Reinforcement

Comply with ASTM A-615

E. Castings

Comply with ASTM A 48, grey cast iron.

- F. If Sub-contractor desires to substitute precast drainage structures for structure detailed on the plans, he shall submit design drawings to the Owner and Engineer for consideration. If precast are acceptable by the Engineer, shop drawings for construction will be required.

PART 3 - EXECUTION

3.01 GENERAL

- A. All pipe will be laid in an open trench of dimensions as shown on the drawings. No projecting conditions will be allowed.
- B. Lengths of storm drain pipe shown on the drawings are approximate distances center to center of structures. Slopes are approximate. The Sub-contractor shall install pipe based on actual field measurements after locating drainage structures in accordance with plan requirements.
- C. Particular care shall be exercised in establishing the relationship of storm drainage pipe, drainage structure bases and final drainage top conditions. Drainage structure tops are required to be located in specific position and orientation. Subsurface construction to be located to allow drainage structure construction as detailed on the drawings without modification. In case of misalignment of drainage structure tops and bases, the Sub-contractor will be required to correct the construction as directed by the Engineer.
- D. All connections to the existing storm sewer system shall be cleaned with a high pressure fire hose to clean all silt and debris from piping and inlets.

3.02 EXCAVATION

- A. All excavation shall be unclassified. Excavate all rock, if encountered, and all other unsuitable materials, at no additional cost to the Owner.
- B. Should rock be encountered in the trenches, use a backhoe or ripper, until the use of such equipment is not practical.
- C. Notify the Engineers and receive written instructions prior to further rock excavation.
- D. No blasting shall be permitted.
- E. Excavation shall be by open cut. The top portion of the trenches may be excavated as required by the Sub-contractor to any width which will not cause damage to any adjacent structure. The portion of the trench from one-foot (1') above the top of the pipe and below shall not exceed the dimensions shown on the drawings.
- F. The bottom of trenches shall be carefully shaped to conform to and support the lower one-fourth of the periphery of the pipe barrel. Where the rock is encountered, it shall be removed to a depth of six inches (6") below bottom of pipe.
- G. Excavated material shall be hauled off site at no additional cost to Owners.

3.03 BACKFILLING

Backfilling shall be as specified in the section 31 23 23.13 - Utility Backfill Materials of these specifications.

3.04 APPURTENANCES

- A. All drainage structures are to be constructed as shown on the drawings and in accordance with generally accepted construction practice. Refer to site plans for location and size.
1. The Sub-contractor shall furnish and install drainage structure as shown in detail on the drawings.
 2. Structure bottoms shall have shaped inverts.
 3. All mortar joints shall be filled full. Joints shall be struck flush inside and out.
 4. All pipe, where cut at the face of the structure wall, shall be cut and ground smooth with the face of the wall.
 5. All joints around pipe and structure walls at the face of the wall shall be packed full with mortar.
 6. The bottom of drainage structures shall be clean of all debris and walls shall be clean of mortar as work progresses.

3.05 CLEANUP

Sewers and structures shall be left clean and free from mud or debris of any kind. When looked through, each line between structures shall know a full circle of light. Otherwise, the Sub-contractor shall be required to remove and replace the defective portion of the work at his own expense.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK:

- 1.1 Location: The project site for Cameron County Parks – Santa Rosa Park Phase-II Improvements REBID is located at Santa Rosa Blvd. (FM506), Santa Rosa, TX.
- 1.2 Approval of Working Surfaces: Any contractor performing work over the work of other contractors shall notify the Architect of any unsatisfactory condition. Beginning of work by any contractor shall constitute the acceptance of the previous work.
- 1.3 Checking Dimensions at Site: Before ordering any materials or doing any work, verify all measurements of the building and be responsible for the correctness of them. No extras will be allowed for variations from drawings in existing conditions or for work performed under this contract. Any discrepancies found shall be submitted to the Architect for instruction before proceeding. The Section shall be enforced diligently.
- 1.4 Cutting & Patching: No excessive cutting will be permitted, nor shall any structural members be cut without the approval of the Architect. Each contractor shall leave all chases and openings straight, true and of the proper size in his work as may be necessary for the proper installation of his and/or other contractor's work. After such work has been installed, he shall carefully fit around, close up, repair, patch and point up same as directed, to the entire satisfaction of the Architect.
- 1.5 Cooperation: The General Contractor, all other contractors and all subcontractors shall coordinate their work with all adjacent work and shall cooperate with all other trades to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for installation of their work and storage of their materials.
- 1.6 Project Logbook: The project superintendent shall maintain a daily project logbook, indicating which subcontractors were on the job, time of arrival, and the number of workers. Statements as to the daily progress shall be logged. This logbook shall be made available to the Architect and shall be kept at the job site office.
- 1.7 Inspection and Tests: Architect and his representative shall at all times have access to the work whether it is in preparation or progress. Provide proper and safe facilities for such access and inspection. Make all inspections and tests in connection with this entire contract as required by the Architect. All material testing shall be paid for by the Testing Allowance and be done by an independent testing laboratory meeting the approval of the architect.
- 1.8 Security: Provide security fencing in all work areas. See Temporary Facilities.
- 1.9 Mockup Panel: Provide a mock-up for evaluation of product and application workmanship.
 1. Install in area and of size designated by Architect.
 - a. Construct mockup to illustrate backup wall, exterior sheathing, air barrier, cavity wall, connectors, weep holes, cavity vents, and through wall flashing.
 - b. Construct mockup panel 72 inches by 72 inches to illustrate coursing,

- anchorage, mortar joints and color, window opening and flashing system.
2. Do not proceed with work until finish color, texture, pattern, joint sizes, and installation workmanship are approved by Architect.
 3. Correct mock-up area as required to produce acceptable work.

2. ALLOWANCES:

See Paragraph 4.8 of the General Conditions.

2.1 Testing Allowance: A recognized, independent material testing laboratory will be selected and paid for directly by the Owner.

2.2 Betterment Allowance: Include the sum set forth below as a Betterment Allowance which will, if needed, be expended on Betterment to the Project, as directed in writing by approved change orders.

Betterment Allowance: \$15,000.00

2.3 Signage Allowance: Include the sum set forth below as a Betterment Allowance which will, if needed, be expended on Betterment to the Project, as directed in writing by approved change orders.

Signage Allowance: \$ 5,000.00

SECTION 0110 - BID SCHEDULE

1. BID SCHEDULE: All proposals and alternate bid items shall be subject to the General and Special Conditions and all other related sections of the specifications and requirements of the drawings. The Owner shall have the right to accept or reject any or all alternates.

1.1 BASE BID: The Contractor shall state on the General Contract Bid Proposal under the Base Bid, the amount for all work, complete in all respects in accordance with plans and specifications, to construct Santa Rosa Park Improvements. The scope of work is defined in the plans and specifications.

1.2 ALTERNATES: The Contractor shall state on this Bid Form, under each Alternate the amount to add to this bid to perform all work, complete in all respects, in accordance with the plans and specifications to construct work required by the Alternates.

Alternate #1 – Construction of (3) Fabric Shade Structures as noted on Sheet A1.01

Alternate #2 –Baseball Fields Lighting Replacement, as noted on the MEP Drawings.

SECTION 0120 - AS BUILT DRAWINGS:

As the work proceeds, keep careful records of piping, electrical circuits, duct work and other concealed work whose installed location varies from that shown on plans. Refer to Section 01705 Project Closeout for additional requirements.

SECTION 0130 - REPORTS:

The Contractor will provide a written report to the Architect after each inspection conducted by the City Inspectors concerning their findings.

SECTION 0140 - QUANTITIES & WARRANTIES:

All guarantees and warranties expressed or implied shall be provided to the Architect in

written form prior to final payment.

SECTION 0150 - PICTURES:

In addition to the required monthly progress photos, the Contractor will provide the following:

1. Aerial job photos.
2. Sequence photographs showing the flashing in place prior to application of roof. This is MANDATORY. Close-ups of all flashing are required.

The Contractor is required to submit progress photos with each month's application for payment.

SECTION 0160 - CERTIFICATION OF CONSTRUCTION:

The building contractor or construction manager shall certify in writing that the facility has been constructed in accordance to the construction documents and its specifications.

SECTION 0170 - CERTIFICATION OF NON-USE OF ASBESTOS PRODUCTS

The General Contractor shall provide the Architect with written certification letters from all sub-contractors and suppliers that no asbestos products shall be use on this project.

SECTION 0180 - SCOPE AND SEQUENCE OF CONSTRUCTION

1.1 General:

No time extensions shall be considered.

The successful bidder shall under no circumstances leave this project unsecured or unprotected at any time during construction. The General Contractor is to refer to Section 01505 Temporary Facilities for all requirements required by this project.

The General Contractor shall provide all necessary precautions and safeguards during construction for protection of personnel utilizing the site and any visitor who might visit the project site. The General Contractor shall provide in a neat format project monthly reports with photos showing progress of construction for their review.

SECTION 01340 - SUBMITTALS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

The types of submittal requirements for specified in this section including shop drawings, product data, samples and miscellaneous work related Submittals. Individual submittal requirements are specified in applicable sections for each unit of work. Refer to other Division 1 sections and other contract documents for requirements of administrative Submittals.

Definitions: Work related Submittals of this section are categorized for convenience as follows:

Shop drawings include specially prepared technical data for this project including drawings, diagrams; performance curves data sheets schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects.

Product data includes standard printed information on manufactured products that has not been specially prepared for this project, other than the designation of selections from among available choices printed therein.

Samples include both fabricated and un-fabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.

Mock ups are special forms of samples, which are too large or otherwise inconvenient for handling in the manner specified for transmittal of sample Submittals.

Miscellaneous Submittals related directly to the work (non administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records quality testing and certification reports, copies of industry standards, record drawings, field measurement data, operating and maintenance manuals, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

GENERAL SUBMITTAL REQUIREMENTS:

Scheduling: Where appropriate in administrative submittals, (listing of products, manufacturers, suppliers and sub-contractors, and in job progress schedule), show principal work related submittals and time requirements for coordination of submittal activity with related work in each instance.

Listing: Prepare a separate listing; organized by related specification section number sequence, showing principal work related submittals and their initial submittal dates as required for coordination of the work. Submit listing within 45 days of date of commencement of the work.

Coordination and Sequencing: Coordinate preparation and processing of submittals with the performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination of A/E's review with another.

Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, Submittal name, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval markings and provide space for the Architect/Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through Contractor's office will be returned by A/E "without action".

SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:

General: Except as otherwise indicated in the individual work sections, comply with the requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.

Shop Drawings: Provide newly prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). Show dimensions and not which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawing copies without appropriate final "Action" markings by the Architect/Engineer to be used in connection with the work.

Initial Submittal: Provide one electronic print with requested testing data, ICC-ES reports and TDI reports, where applicable.

Product Data: Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at project site, available for reference by Architect/Engineer and others.

Submittals: Do not submit product data, or allow its use on the project, until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated.

Initial submittal is final submittal unless returned promptly by Architect/Engineer, marked with an "Action" which indicates an observed non-compliance. Submit 3 copies where required for maintenance manuals.

Samples: Provide units identical with final condition of proposed materials or products for

the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and described or identify variations between units of each set. Provide full set of optional samples where Architect's/Engineer's selection is required. Prepare samples to match Architect's/Engineer's sample where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Architect/Engineer. Architect/Engineer will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of Contractor.

Submittal: Provide a single set of samples for Architect's/Engineer's review and "Action".

Mock Ups and similar samples specified in individual work sections recognized as a special type of sample. Comply with requirements for "samples" to greatest extent possible, and process transmittal forms to provide a record of activity.

Inspection and Test Reports: Classify each as either "shop drawings" or "product data" depending upon whether report is uniquely prepared for project, or a standard publication of workmanship control testing at point of production and process accordingly.

Warranties: Refer to "Products" section for specific general requirements on warranties, product/workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies except furnish 2 additional (conformed) copies where required for maintenance manuals.

Closeout Submittals: Refer to Section 01705 Project Closeouts and to individual work sections for specific requirements on submittal of closeout information, materials, tools, and similar items.

Materials and Tools: Refer to individual work sections of for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.

General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the work. Include such additional copies in transmittal to the Architect/Engineer where the submittals are required to receive "Action" marking before final distribution. Record submittal distributions on transmittal forms.

ACTION ON SUBMITTALS

Architect/Engineer's Action: Where action and return is required or requested, the Architect/Engineer will review each submittal, mark with "Action", and where possible return within 2 weeks of receipt.

Where the submittal must be held for coordination, Contractor will be so advised by A/E without delay.

Final Unrestricted Release: Work may proceed, provided it complies with the contract

documents, when submittal is returned with the following:

Marking: "Accepted".

Marking: "Reviewed".

Final But Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with contract documents, when submittal is returned with the following:

Marking: "Accepted as Noted".

Marking: "Reviewed as Noted".

Returned for Resubmittal: Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking. Do not allow submittals with the following marking (or unmarked submittals where a marking is required) to be used in connection with performance of the work:

Marking: "Not Accepted, Resubmit".

Marking: "Revise and Resubmit".

Other Action: Where the submittal is returned, for other reasons, with Architect/Engineer's explanation included, it will be marked as follows:

Marking: "Action Not Required".

Marking: "No Action".

Action Stamp: Architect's/Engineer's action stamp, for use on submittals to be returned to Contractor, is self explanatory as marked.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

SECTION 01505 - -TEMPORARY FACILITIES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to the work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect or Engineer that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, support facilities, security/protection provisions, and support facilities.

QUALITY ASSURANCE:

General: In addition to compliance with governing regulations and rules/recommendation of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").

ANSI Standards: Comply with applicable provisions of ANSI A1 Series standards on construction safety, including A.10.3, A.10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.17, A10.18, A10.20, and A10.22.

NFPA Code" Comply with NFPA Code 241 "Building Construction and Demolition Operations."

JOB CONDITIONS:

General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non hazardous, sanitary and protective of persons and property, and free of deleterious effects.

PART 2 AND 3 - PRODUCTS AND EXECUTION

TEMPORARY UTILITY SERVICES:

The types of services required include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service

companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.

TEMPORARY CONSTRUCTION FACILITIES:

The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, enclosure of work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads. Provide facilities reasonably required to perform construction operations properly and be large enough to accommodate meetings for 10 persons.

Water Distribution: Provide hose lengths sufficient to reach entire area of construction work, not less than 3/4" hose size. Prevent freezing of water distribution by either prompt drainage after each use, or by suitable protection.

Electrical Power: Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, lighting, and start up testing of permanent electric powered equipment prior to its permanent connection to electrical system. Provide overload protection. Locate multiple outlets (not less than 4 gang boxes) at each story of construction, spaced so that entire area of construction can be reached by power tools on a single extension cord of 100' maximum length.

Supply power for electric welding, if any, from either temporary power distribution system or by engine driven power generator sets, at Contractor's option.

Lighting: Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug in task lighting. Provide general lighting with local switching which will enable energy conservation during periods of varying activity (work in progress, traffic only security check, lock up, etc.).

Provide uniformly spaced general lighting equivalent to not less than one 200 watt incandescent lamp per 1000 sq. ft. of floor area, and one 100 watt lamp per 50' of corridor and per flight of stairs.

Access Provisions: Provide ramps, stairs, ladders and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections. When permanent stairs are available for access during construction, cover finished surfaces with sufficient protection to ensure freedom from damage and deterioration at time of substantial completion.

SECURITY/PROTECTION PROVISION:

The types of temporary security and protection provision required include, but not by way of limitation, fire protection, barricades, fencing (wire), warning signs/lights, and similar provision intended to minimize property losses, personal injuries and claims for damages at project site.

Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low potential for either electrical or grease oil

flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick instructions at each extinguisher location, and instruct proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.

Permanent Fire Protection: Complete each fire protection facility at earliest reasonable date, make ready for emergency use, and instruct personnel at site on availability and proper use.

Building Enclosure and Lockup: At earliest possible date, secure building against unauthorized entrance at times when personnel are not working.

Temporary Fencing is required at all work areas (Building Addition, walk-way canopies, soccer field, new parking areas etc.) to provide protection for building occupants using the portion of the building being used. Coordinate locations with Owner.

TEMPORARY SUPPORT FACILITIES:

The types of temporary support facilities required include, but not by way of limitation, field offices, storage sheds, fabrication sheds, sanitary facilities, drinking water, first aid facilities, bulletin board, private telephones, project identification signs, clean up facilities, waste disposal service, and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's and Architect's/Engineer's personnel.

Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of the project, only when and in manner authorized by Architect/Engineer; and, if not otherwise indicated, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.

Contractor's Field Offices: Provide adequate office space for field office personnel plus one spare work station for incidental use by subcontractor's personnel, suitably finished, furnished, equipped and conditioned.

Sanitary Facilities: At contractor's option, provide either piped (wet) toilets facilities or self contained toilet units of type acceptable to governing authorities, adequate (at all stages of construction) for use of personnel at job site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site.

Project Identification Sign: At locations(s) shown on site plans provide project identification sign complying with sketch/data sheet included at end of this section. Engage an experienced sign painter to paint graphics on sign as indicated. Construct sign of treated wood framing and posts, and 3/4" plywood panels of exterior type Grade B C sanded 2 sides.

END OF SECTION 01505

SECTION 01605 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials", is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self explanatory and have recognized meanings in the construction industry.

Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Substitutions requested during bidding period, which have been accepted prior to Contract Date, are included in contract documents and are not subject to requirements for substitutions as specified herein. Contractor's determination of an compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions;" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents after the bidding period are considered requests for "substitutions," and are subject to requirements hereof.

Standards: Refer to Division 1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

QUALITY ASSURANCE:

Source Limitations: To the greatest extent possible, for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.

Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

SUBMITTALS:

Requests for Substitutions: Submit 3 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal to or better than work originally indicated.

PRODUCT DELIVER STORAGE HANDLING:

General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

WARRANTIES (GUARANTEES):

Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:

Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.

Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of a product into the work, or has written and executed a special product warranty as a direct result of contract document requirements.

Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1.) Unusual and abnormal phenomena of the elements, 2.) The Owner's misuse,

maltreatment or improper maintenance of the work, 3.) Vandalism after time of substantial completion, or 4.) Insurrection or acts of aggression including war.

Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.

Consequential Damages: Except as otherwise indicated or required by governing regulation, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.

Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.

A period of time is equal to original warranty period of time.

Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.

Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.

Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub subcontract for materials or units of work for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

Specific Warranty Forms: Where a special project warranty (guarantee) or specified project warranty is required, prepare a written document to contain terms and appropriate identification, ready for execution by required parties. Submit draft to Owner (through Architect/Engineer) for approval prior to final executions.

PART 2 PRODUCTS

GENERAL PRODUCT COMPLIANCES:

General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects.

Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

Single Product/Manufacturer Name: Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.

Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.

"Or Equal": Where named products in specifications text are accompanied by the term "or equal", or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect/Engineer's approval (by change order) to provide an unnamed product. This product must meet or exceed the original specified product specifications.

"Named", except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect/Engineer's for acceptance before proceeding.

Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.

Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.

Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.

SUBSTITUTIONS:

Conditions: Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect/Engineer. Otherwise, requests will be returned without action except to record non compliance with these requirements.

Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith,

or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non compliance which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non compatibility, non coordination, non warranty, non insurability or other non compliance as claimed.

Work Related Submittals: Contractor's submittal of (and Architect/Engineer's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

GENERAL PRODUCT REQUIREMENTS:

General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.

Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

Equipment Nameplates: Provide permanent nameplate on each item of service connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3 EXECUTION (not applicable)

END OF SECTION 01605

SECTION 01705 - PROJECT CLOSEOUTS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions: Closeout is hereby defined to include general requirements near the end of the Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

PREREQUISITES TO SUBSTANTIAL COMPLETION:

General: Prior to requesting the Architect/Engineer's inspection for certification of substantial completion, (for either the entire work or for portions thereof), complete the following and list known exceptions in the request:

Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.

Obtain and submit releases enabling Owner's full, unrestricted use of the work and access to services and utilities (where required), include occupancy permits, operating certificates, and similar releases.

Deliver tools, spare parts, extra stocks of materials, and similar physical items to the Owner.

Attic stock or extra materials for the Owner are not to be used for punchlist or warranty work, unless permission is given. In such case, the material is to be restocked and provided to the Owner.

Make final changeover of locks and transmit the keys to the Owner, and advise the Owner's personnel of change over in security provisions.

Complete start up testing of systems, and instructions of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock ups, and similar elements.

Complete final cleaning up requirements, including touch up of painting of marred surfaces.

Inspection Procedures: Upon receipt of the Contractor's request Architect/Engineer will either proceed with inspection or advise Contractor of unfilled prerequisites. Following the initial inspection, the Architect/Engineer will either prepare the certificate of

substantial completion, or will advise the Contractor of work which must be performed prior to the issuance of certificate; and repeat the inspection when requested and when assured that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.

Attic Stock Quantities:

Flooring: (2) Boxes – Each Color
Rubber Base: 60 LF
Paint: (1) 5-gallon - Each Color
(1) 1-gallon – Each Accent Color

SECTION 262726 - WIRING DEVICES

Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- Service/Power Poles: One for every 10, but no fewer than one.
- Floor Service-Outlet Assemblies: One for every 10 but no fewer than one.
- Poke-Through, Fire-Rated Closure Plugs: One for every five floor service outlets installed, but no fewer than two.

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
- Fuse Pullers: Two for each size and type.

SECTION 262913 - ENCLOSED CONTROLLERS

Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
- Control Power Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two of each size and type.
- Indicating Lights: Two of each type and color installed.
- Auxiliary Contacts: Furnish one spare(s) for each size and type of magnetic controller installed.
- Power Contacts: Furnish three spares for each size and type of magnetic contactor installed.

SECTION 265116 - INTERIOR LIGHTING

Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- Lamps: Ten for every 100 of each type and rating installed. Furnish at least one of each type.
- Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
- Fluorescent-luminaire-mounted emergency battery pack: One for every 40 emergency lighting unit.
- Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

SECTION 265219 - EMERGENCY AND EXIT LIGHTING

Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- Lamps: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
- Luminaire-mounted, emergency battery pack: One for every 20 emergency lighting units. Furnish at least one of each type.
- Diffusers and Lenses: two for every 100 of each type and rating installed. Furnish at least one of each type.
- Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

PREREQUISITES TO FINAL ACCEPTANCE:

General: Prior to requesting Architect/Engineer's final inspection for certification of final acceptance, and final payment, as required by the General Conditions, complete the following and list known exceptions, (if any), in request.

Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit certified copy of the Architect/Engineer's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.

Submit consent of surety.

Re-inspection Procedure: Upon receipt of the Contractor's notice that the work has been completed, including punch list items resulting from earlier inspections, and excluding incomplete items delayed because of acceptable circumstances, the Architect/Engineer will re-inspect the work.

Upon completion of re-inspection, the Architect/Engineer will either prepare a certificate of final acceptance, or will advise the Contractor of work that is incomplete or obligations not fulfilled, as required for final acceptance. If necessary, procedure will be repeated.

RECORD DOCUMENT SUBMITTALS:

General: Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in the "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire resistive location; provide access to record documents for Architect/Engineer's reference during normal working hours.

Record Drawings: Maintain a white print set (blue line or white prints of contract drawings and shop drawings in a clean, undamaged condition with mark up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark up, record a cross reference at the corresponding location on the working drawings. Mark with legible erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Verify colors will be visible during scanning of record drawings. Mark up new information which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date. Note related change order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.

Provide two electronic copies on CD of the record drawings to the Owner.

Record Specifications: Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark up variations (of substance) in the actual work in comparison with the text of the specifications and modifications as issued. Give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark up, submit to Architect/Engineer for Owner's records.

Record Product Data: Maintain one copy of each product data submittal, and mark up significant variations in actual work in performed in comparison with the submitted information. Include both variations in product as delivered to site, and variations from the manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark up of record drawings and specifications. Upon completion of mark up, submit complete set to Architect/Engineer for the Owners' records.

Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous record keeping and submittals in connection with the actual performance of the work. Immediately prior to the date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect/Engineer for the Owner's records.

Maintenance Manuals: Organize maintenance and operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb tabbed). Include emergency instructions, spare parts listing, and copies

of warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set of data in a heavy duty 2", 3 ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

PART 2 PRODUCTS (not applicable)

PART 3 EXECUTIONS

CLOSEOUT PROCEDURES:

General Operating and Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at the project site, to provide basic instruction needed for proper operation and maintenance of the entire work. Include instructions by the manufacturer's representatives where installers are not experts in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start up, shut down, emergency operations, noise and vibration adjustments, safety, economy and efficiency adjustments energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds and similar continuing commitments.

FINAL CLEANING:

General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during the progress of the work is specified in General Conditions and as "Temporary Facilities" section of this Division. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples but not by way of limitation, of cleaning levels required.

Remove labels which are not required as permanent labels.

Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision obscuring materials. Replace broken glass and damaged transparent materials.

Clean exposed exterior and interior hard surface finishes to a dirt free condition, free of dust, stains, films and similar noticeable distracting substances. Except as other-wise indicated, avoid disturbance of natural weathering of exterior surface. Restore reflective surfaces to their original reflective condition.

Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.

Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.

Clean concrete floors in non-occupied spaces broom clean. Vacuum clean carpeted surfaces and similar soft surfaces.

Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.

Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use.

Clean light fixtures and lamps so as to function with full efficiency.

Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances.

Sweep paved areas to a broom clean condition; remove stains, petro chemical spills and other foreign deposits. Rake ground which are neither planted nor paved, to a smooth, even textured surface.

Pest Control: Engage an experienced exterminator to make a final inspection of project and to rid project of rodents, insects, and other pests.

Removal of Protection: Except as otherwise indicated or requested by the Architect/Engineer, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from site and dispose of in a lawful manner.

Close-Out Required Documents

Required Documents provided to Owner:

- 2 - Sets of As-Built Drawings (Hard Copy)
 - 1 Set is to be provided to Central Administration Facilities Manager
 - 1 Set is to be provided to the Project Specific Campus Facility Manager
- 1 – CD of As-Built Drawings provided to Central Administration Facilities Manager
- 2 - Sets of Close-Out Binders
 - 1 Set is to be provided to Central Administration Facilities Manager
 - 1 Set is to be provided to the Project Specific Campus Facility Manager.

Required Electronic Documents sent to Owner's Representative:

- Punch Lists
- Special Tests
- Special Inspector Sign-Off
- Asbestos Affidavit
- Certificate of Occupancy
- Certificate(s) of Substantial Completion
- Owner Training / System Demonstrations (Sign-In sheet w/ hours)

- Change Orders
- As-Built Drawings
- Spare Parts / Attic Stock (Transmittal of delivery to Campus & IDEA sign-off)
- Subcontractor / Supplier Contact List
- Warranties
- Elevation Certificates
- Final Release of Liens
- Consent of Surety

END OF SECTION 01705

SECTION 02060 - DEMOLITION

PART 1 - GENERAL:

SUBMITTALS:

The procedures proposed for the accomplishment of salvage and demolition work shall be submitted for approval. The procedures shall provide for safe conduct of the work, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.

GENERAL REQUIREMENTS:

The work includes demolition or removal of all construction indicated or specified. All materials resulting from demolition work, except as indicated or specified otherwise, shall become the property of the Contractor, and shall be removed from the limits of the property. Rubbish and debris shall be removed from the property daily unless otherwise directed so as to not allow accumulation inside or outside the building. Materials that cannot be removed daily shall be stored in areas specified by the Architect.

DUST CONTROL:

The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the building and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create hazardous or objectionable conditions such as ice, flooding, and pollution.

PROTECTION:

1. Protection of Existing Work: Before beginning any cutting or demolition work, the Contractor shall carefully survey the existing work and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to insure against damage to existing work to remain in place, to be reused, or to remain the property of the owner, and any damage to such work shall be repaired or replaced as approved by the Architect at no additional cost to the owner. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. The Contractor shall insure that structural elements are not overloaded and be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this contract.

2. Protection of building from the Weather: The interior of the building and all materials and equipment shall be protected from the weather at all times.

3. Protection of Trees: Trees within the project site which might be damaged during demolition and which is indicated to be left in place shall be protected by a 6-foot high fence. The fence shall be securely erected a minimum of 5-feet from the trunk of individual trees or follow the outer perimeter of branches or clumps of trees. Any tree designated to remain that is damaged during the work under this contract shall be replaced.

4. Environmental protection: All work and Contractor operations shall comply with the requirements of SECTION: ENVIRONMENTAL PROTECTION.

BURNING: The use of burning at the project site of the disposal of refuse and debris will not be permitted.

USE OF EXPLOSIVES: Use of explosives will not be permitted.

PART 2 - EXECUTION:

EXISTING FACILITIES:

1. Structural, Walls, and Partitions: Existing walls and partitions indicated shall remain.

DISPOSITION OF MATERIAL:

1. Title of Materials: Title to all materials and equipment to be demolished, excepting owners salvage and historical items, is vested in the Contractor upon receipt of notice to proceed. The owner will not be responsible for the condition, loss or damage to such property after notice to proceed.
2. Material for Contractor Salvage: Material for salvage shall be stored as approved by the Architect. Salvage materials shall be removed from Owner's property before completion of the Contract. Material for salvage shall not be sold on the site.

CLEAN UP:

1. Debris and Rubbish: Debris created by the demolition of existing roofs shall be removed from site and buildings.
2. Debris Control: Debris shall be removed and transported in a manner as to prevent spillage on streets or adjacent areas.
3. Regulations: Local regulations regarding hauling and disposal apply.

END OF SECTION 02060

SECTION 02110 - SITE PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Site preparation shall include furnishing necessary equipment and labor to remove vegetation and rubbish and the placement of approved excess excavation in conformity with the lines, grades, dimensions, and details shown on the Contract Documents.
- B. Within limits shown on the Contract Documents, or in areas where existing grade is altered, strip existing topsoil to a depth of 6-inches and stockpile in approved areas for subsequent replacement. Contractor to remove and dispose of all excess materials.

1.2 RELATED SECTIONS

- A. Section 02060 - Demolition

1.3 REFERENCES

- A. ASTM D698-1991: Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft [600 kN-m/m]).

1.4 DEFINITIONS

- A. Borrow. Material taken from designated areas to make up any deficit of excavated material.

1.5 SUBMITTALS AND WORK

- A. Coordinate activities with other work being performed so as not to cause any interruption of activities being completed under other Sections of the Contract Documents.

1.6 REGULATORY REQUIREMENTS

- A. Work under this Section shall conform to applicable City Regulations for disposal of debris, including safety requirements during performance of the work.
- B. Work under this Section shall be coordinated with utility companies and any the management of any existing facilities in order to prevent any disruption in operation and/or utility service.
- C. Permits, fees, disposal charges and licenses shall be secured and paid by Contractor.

PART 2 - PRODUCTS

2.1 MANUFACTURER(S) (not used)

2.2 EQUIPMENT

- A. The Contractor may use equipment and materials necessary to properly complete the tasks described under this Section.

2.3 MATERIALS

- A. Fill:
 - 1. Source: Obtain embankment fill from required excavation or, if excavated material is insufficient, from borrowed areas approved by the Geotechnical Engineer.

2. Suitability: Use the best material available from excavation or borrow. Suitability of fill material is subject to the Geotechnical Engineer's approval.
3. Quality: Fill material must be free of excessive silts. Do not use soil containing brush, roots, sod or similar perishable material.
4. Excess Excavation: Use excess excavation or borrowed material with prior approval of the Engineer. Borrow material from the approved source and excavate. On completion of work borrowed area to be cleaned and dressed. Reuse of material stripped from borrow site is not allowed unless specifically indicated on the Drawings.

2.4 FABRICATION (not used)

2.5 QUALITY CONTROL

- A. Fill materials to be acquired as specified in Plans and/or by the Geotechnical Engineer.

PART 3 - EXECUTION

3.1 GENERAL

- A. Verify existing plant life designated to remain and tag as such.
- B. Locate, identify and protect all utilities.
- C. Locate, identify and protect bench marks and existing structures.
- D. Maintain surface drainage on site during construction. Remove unsatisfactory fill material and waste vegetation from jobsite and dispose of properly.

3.2 PRESERVATION AND RESTORATION

- A. Protect trees that are to remain in the project area or in adjacent areas. Take special care not to damage trees outside limits of construction.
- B. Fill depressions made by grubbing with suitable material to make new surface conform to the existing adjacent ground surface.
- C. Final Cleanup: Level washes, ruts, depressions, and mounds to give areas smooth finish.

3.3 CLEARING

- A. Remove designated trees and shrubs along with stumps, roots, rubbish and other objectionable material from the designated areas.
- B. Remove grass and weeds to a depth of two (2) inches below existing soil line.
- C. Remove stumps, roots, muck and spongy materials within the area to a depth of eighteen (18) inches.
- D. For areas where paving will be built remove stumps and roots within pavement section to depth of two feet below finish subgrade elevation.
- E. Provide demolition as required and specified in Section 02115 and the Drawings.

3.4 REMOVING MATERIAL

- A. Unless otherwise specified, cleared and grubbed material shall become property of the Contractor and be removed from the work site or disposed of in manner not to damage the Owner.

- B. Burning of cleared and grubbed material on the Owner's property is not permitted.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of earthwork is indicated on drawings.

Preparation of subgrade for building slabs, walks, and pavements is included as part of this work.

Backfilling of trenches within building lines is included as part of this work.

Definition: "Excavation" consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.

QUALITY ASSURANCE:

Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

Testing and Inspection Service:

Employ, at Contractor's expense, testing laboratory to perform soil testing and inspection service for quality control testing during earthwork operations.

SUBMITTALS:

Test Reports Excavating: Submit following reports directly to Architect/Engineer from the testing services, with copy to Contractor:

Field density test reports.

One optimum moisture maximum density curve for each type of soil encountered.

Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

JOB CONDITIONS:

Site Information: Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn therefrom by Contractor. Data are made available for convenience of Contractor.

Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

Operate warning lights as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

Perform excavation within drip line of large trees to remain by hand, and protect the root system from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with burlap. Paint root cuts of 1" diameter and larger with emulsified asphalt tree paint.

PART 2 PRODUCTS

SOIL MATERIALS:

General:

Backfill and Fill Materials: Provide satisfactory soil materials for backfill and fill, free of clay, rock or gravel larger than 3" in any dimension, debris, waste, frozen materials, vegetable matter, and other deleterious matter. Use excavated or borrow material that has been sampled, tested and approved as satisfactory material. Backfill excavations as promptly as the work permits, but not backfill until completion of all inspections, testing, approvals, and recording locations of underground utilities.

Select Fill: Fill under all floor slabs (and extending 5'-0" beyond the building area), walks, and paved areas to consist of low plasticity index materials (12 or less) as approved by the Architect which is to be placed in 8" layers and compacted by use of sheep foot rollers, pneumatic tired roller, tamp rollers or other compaction equipment capable of obtaining the required density thru out the entire layer. This material shall be predominately sandy in nature, ideally with enough binder to facilitate trenching operations, and with more than 50% retained on a #200 sieve. On site materials are generally acceptable for use, but should be laboratory tested for compliance.

Sand Cushion: Material immediately below sidewalks and at other locations indicated on the drawings shall consist of a clean sand, free of silts, fines, or other organic impurities capable of supporting the migration of water, as approved by the Architect. This material shall be loosely compacted as in typical screeding and placement operations.

Dirt Fill: Fill dirt approved by the Architect shall be furnished, hauled, and spread on the site by this Contractor at all locations where other materials are not specified, and in accordance with drawings. High PI soils are not to be used for dirt fill.

All other materials, not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to the approval of the Architect.

PART 3 EXECUTION

GENERAL:

Ground Surface Preparation: remove vegetation, debris unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

When the existing ground surface is a density less than that specified under "Compaction" for the particular area classification, break up the optimum moisture content, and compact to the required depth and percentage of maximum density.

EXCAVATION:

Excavation to grades shown on drawings, if grades not shown excavate as required to accommodate installation.

Excavation consists of the removal and disposal of all materials encountered to obtain the required subgrade elevations, including earth, rock, etc., necessary for footings, columns, beams, slabs, etc.

Unauthorized Excavation: Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations without the specific direction of the Architect.

Backfill and compact unauthorized excavations as specified for authorized excavations of the same classification, unless otherwise directed by the Architect.

Excavation for Pavements: Cut the ground under pavements to comply with the cross sections, elevations, and grade as shown on the drawings.

Excavation for Ditches: Cut ditches to the cross sections and grades as shown on the drawings. Deposit excavated materials a sufficient distance from the edges of ditches to prevent cave ins or material falling or sliding into ditch. Keep ditches free of an accumulation of leaves, sticks and other debris until final acceptance of work.

Removal of Unsatisfactory Soil Materials: Excavate unsatisfactory soil materials encountered that extend below the required elevations, to the additional depth directed by the Architect. Such additional excavation, provided it is not due to the fault or neglect of the Contractor, will be measured as directed by the Architect and paid for by the Owner as a change in the work. Where the removal of unsatisfactory soil materials, is due to the fault or negligence of the Contractor in his performance of earthwork and site grading operations, excavate the resulting unsatisfactory soil material and replace with compacted satisfactory soil material as required.

Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be at Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Architect.

Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Architect.

Additional Excavation: When excavation has reached required subgrade elevations, notify Architect who will make an inspection of conditions.

If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by Architect.

Removal of unsuitable material and its replacement as directed will be paid on basis of contract conditions relative to changes in work.

Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.

Maintain sides and slopes of excavations in safe condition until completion of backfilling.

Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross braces, in good serviceable condition. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.

Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run off areas. Do not use trench excavations as temporary drainage ditches.

Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.

Dispose of excess soil material and waste materials as herein specified.

Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10', and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.

In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

Do not backfill trenches until tests and inspections have been made and backfilling authorized by Architect. Use care in backfilling to avoid damage or displacement of pipe systems.

Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35° F. (1°C).

COMPACTION:

General: Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below.

Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density for soils which exhibit a well defined moisture density relationship (cohesive soils) determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well defined moisture density relationship (cohesion-less soils).

Structures, Building Slabs: Compact subgrade and each layer of backfill or fill material at 95% relative density.

Lawn or Unpaved Areas: Compact top 6" of subgrade and each layer of backfill or fill material at 85% maximum density for cohesive materials and 90% relative density for cohesion-less soils.

Walkways: Compact top 6" of subgrade and each layer of backfill or fill material at 90% relative density.

Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

BACKFILL AND FILL:

General: Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.

In excavations, uses satisfactory excavated or borrow material.

Under grassed areas, use satisfactory excavated or borrow material.

Under walks and pavements, use subbase material or satisfactory excavated or borrow material, or combination of both.

Under building slabs, use drainage fill material.

Backfill excavations as promptly as work permits, but not until completion of the following:

Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
Inspection, testing, approval, and recording locations of underground utilities.

Removal of concrete formwork.

Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.

Removal of trash and debris.

Permanent or temporary horizontal bracing is in place on horizontally supported walls.

Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture condition to optimum moisture content, and compact to required depth and percentage of maximum density.

Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand operated tampers.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

GRADING:

ROUGH GRADING

After excavation is made to lines shown on the Drawings, and under proposed embankments and structures, as adjusted for topsoil and landscaping depths, remove soft or undesirable material as specified in this Section. Break down sides or holes or depressions to flatten the slopes.

Locate and correct any irregularities in the subsoil, filling each depression with the appropriate subsoil resulting in a level surface. Place any fill necessary in layers moistened and compacted as specified in this Section.

Shape all areas designated for grading, including cut and fill areas, to receive a minimum of 4-inches of topsoil. Topsoil depth at areas receiving landscaping, shrubs or trees shall be coordinated through Landscaping Sections and Drawings

Scarify subsoil to a depth of 4 inches where topsoil is scheduled and in areas where subsoil has been compacted due to equipment activity. Shape all areas designated for grading, including cut and fill areas, to receive a minimum of four inches of topsoil.

Verify that subsoil has been appropriately contoured and shaped.

Tolerance on top surface of subgrade is plus/minus 1/10 foot.

FINISH GRADING

Place topsoil in areas where seeding, sodding and planting is indicated on Drawings or otherwise scheduled.

Place topsoil while soil is dry and during dry weather. Perform topsoil spreading so that planting can proceed with little additional tillage or soil preparation. Fine grade topsoil, eliminating rough or low rough areas. Manually place topsoil around trees, plants, and building to prevent any damage. Lightly compact topsoil.

Verify that finish grades and contours as indicated on Drawings have been maintained after placement of topsoil and any landscape soil.

Tolerance of finish grade is plus/minus 1/2".

FIELD QUALITY CONTROL

Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

Perform field density tests in accordance with ASTM D 1556 (sand cone method), ASTM D2922-81 (nuclear density method), ASTM D 2167 (rubber balloon method), as applicable.

Footing Subgrade: For each strata of soil on which footings will be placed, conduct at least one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata, when acceptable to Architect.

Building Slab Subgrade: Make at least one field density test of subgrade for every 2000 sq. ft. of building slab, but in no case less than 3 tests. In each compacted fill layer,

make one field density test for every 2000 sq. ft. of overlaying building slab but in no case less than 3 tests.

If in opinion of Architect, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

MAINTENANCE:

Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

Repair and re establish grades in settled, eroded, and rutted areas too specified tolerances.

Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re shape, and compact to required density prior to further construction.

Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (lawn or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

DISPOSAL OF EXCESS AND WASTE MATERIALS:

Removal to Designated Areas on Owner's Property: Transport acceptable excess excavated material to designated soil storage areas on Owner's property. Stockpile soil or spread as directed by Architect.

Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off Owner's property.

END OF SECTION 02200

SECTION 02443 - CHAIN LINK FENCES AND GATES

PART 1 GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

DESCRIPTION OF WORK:

Extent of chain link fences and gates is shown on drawings.

Wire Fabric
Fencing

QUALITY ASSURANCE

Provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.

SUBMITTALS

Product data in the form of manufacturer's technical data, specifications, and installation instructions for metal fencing and gates.

PART 2 PRODUCT

GENERAL

Dimensions shown form pipe, roll formed, and H sections are outside dimensions.

MANUFACTURERS

Galvanized Steel Fencing and Fabric:

Allied Tube and Conduit Corp.
Anchor Fence, Inc.
Colorguard Corp.
Davis Walker Corp.
Dominion Fence and Wire Prod.
United States Steel.

STEEL FENCING (STFN):

Fabric: No. 9 ga. (0.148") finished steel wires, 2" mesh, with top selvages knuckled for fabric 60" high and under, and both top and bottom selvages twisted and barbed for fabric over 60" high.

Furnish one piece fabric widths for fencing up to 12' high.

Fabric finish, galvanized, ASTM A392, Class I, with not less than 12 oz. zinc per sq. ft. of surface.

Comply with ASTM 668, Class 2, except provide fabric with diameter (gage) of core wire equivalent to fabric diameter specified when measured prior to application of non metallic coating.

HARDWARE AND ACCESSORIES:

Framework: Galvanized steel, ASTM A 120 or A 123, with not less than 1.8 oz. zinc per sq. ft. of surface.

End, Corner, and Pull Posts: Minimum sizes and weights as follows:

Up to 6 feet fabric height: 2.375 inch OD steel pipe, 3.65 lbs. per lin. ft., or 3.5 inch by 3.5 inch roll formed sections weighing 4.85 lb. per lin. ft.

Over 6 feet fabric height: 2.875 inch OD steel pipe, 5.79 lbs. per lin. ft., or 3.5 inch by 3.5 inch roll formed sections weighing 4.85 lbs. per lin. ft.

Welded Wire Mesh: fabric to be hot dipped galvanized before being secured to fence posts. Mesh to be 4" X 4" x 2.5 mm.

Line posts Space 10' o.c. maximum, unless otherwise indicated, of following minimum sizes and weights.

Up to 6 feet fabric height: 1.90 inch OD steel pipe, 2.70 lbs. per lin. ft. or 1.875" x 1.625" C sections, 2.28 lbs. per lin. ft.

6' to 8' fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft. or 2.25" x 1.875" H sections, 2.64 lbs. per lin. ft.

Over 8 feet fabric height: 2.875 inch OD steel pipe, 5.79 lbs. per lin. ft. or 2.25" x 1.875" H sections, 3.26 lbs. per lin. ft.

Gate Posts: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

<u>Leaf Width</u>	<u>Gate Post</u>	<u>Lbs./Lin. Ft.</u>
Up to 6"	3.5" x 3.5" roll formed section	4.85
	or 2.875" OD pipe	5.79
Over 6' to 13'	4.000" OD pipe	9.11
Over 13' to 18'	6.625" OD pipe	18.97
Over 18'	8.625" OD pipe	28.55

Tension Wire: 7 gage, coated coil spring wire, metal finish to match fabric. Locate at bottom of fabric.

Provide 1.90" O.D. steel pipe at top rail of fencing.

Top Rail: Provide 1 -5/8" diameter galvanized steel.

Post Brace Assembly: Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid height of fabric. Use same material as top rail for brace, and truss to line posts with 0.375" diameter rod and adjustable tightener.

Post Tops: Weathertight closure cap for tubular posts. Provide one cap for each post.

Stretcher Bars: One piece lengths equal to full height of fabric, with minimum cross section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into post.

Corner Bracing: Install diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on corner posts to ensure frame rigidity without sag or twist, if required.

Stretcher Bar Bands: Space not over 15" oc., to secure stretcher bars to end, corner, pull and gate posts.

GATES

Fabrication: Fabricate gate perimeter frames of 1.90" OD pipe. Metal and finish to match fence framework. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame members maximum of 8 feet apart.

Assemble gate frames by welding or with special fittings and rivets, for rigid connections. Use same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges. Bars may also be used at top and bottom edges. Attach stretchers to gate frame at not more than 15" o.c. Attach hardware to provide security against removal or breakage.

Install diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist, if required.

Gate Hardware: Furnish the following hardware and accessories for each gate.

Hinges: Size and material to suite gate size, non lift off type, offset to permit 180 deg gate opening. Provide 1 1/2 pair of hinges for each leaf over 6 foot nominal height.

Latch: Forked type or plunger bar type to permit operation from either side of gate, with padlock eye as integral part of latch.

Keeper: Provide keeper for vehicle gates, which automatically engages gate leaf and holds it in open position until manually released.

Sliding Gates: Provide manufacturer's standard heavy duty track, ball bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, hardware, and accessories as required.

Wire Ties: For tying fabric to line posts, use wire ties spaced 12" o.c. For typing fabric to rails and braces, use wire ties spaced 24" o.c. For tying fabric to tension wire, use hog rings spaced 24" o.c.

Manufacturers standard procedure will be accepted if of equal strength and durability.

Concrete: Provide concrete consisting of portland cement, ASTM C150, aggregates, ASTM C33, and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 2500 psi using at least 4 sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

BASEBALL BACKSTOPS:

At Little League Field, provide C-30 Backstop Kit equal to Hoover fence Co. Item # BS-C30, 20' high, 20' wide and 20' wings.

At Little League Field, provide C-24 Backstop Kit equal to Hoover fence Co. Item # BS-C24, 16' high, 16' wide and 10' wings.

Backstops are constructed using 6 gauge galvanized 10' high chain link stretched on the bottom and 9 gauge galvanized 10' high chain link layered across the top. Galvanized posts are all 4" O.D.. Sideline fences are attached to these backstop posts. Five 1-5/8" horizontal rails are for structural supports.

ROLLING GATES:

Provide 6'-0" tall x 28'-0" wide, chain link rolling gate equal to Hoover Fence Co., single track aluminum slide gate kit. Item # CL-ALUM-SNG-TRACK-GATE-KIT.

Provide rolling gate latch receiver at each gate.

PART 3 EXECUTION

INSTALLATION

Do not begin installation and erection before final grading is completed, unless otherwise permitted.

Excavation: Drill holes for posts to diameters and spacings shown, in firm, undisturbed or compacted soil.

If not shown on drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer.

Unless otherwise indicated, excavate hole depths approximately 3 inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.

Setting Posts: Center and align posts in holes 3 inches above bottom of excavation.

Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.

Center Rails: Provide center rails where shown. Install in one piece between posts and flush with post on fabric side, using special offset fittings where necessary.

Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.

Tension Wire: Install tension wires before stretching fabric and tie to each post with not less than 6 ga. galvanized wire. Fasten fabric to tension wire using 11 gage galvanized steel hog rings of spaced 24 inches o.c.

Fabric: Leave approximately 2 inches between finish grade and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.

Stretcher Bars: Thread through or clamp to fabric 4 inches o.c., and secure to posts with metal bands spaced 15 inches o.c.

Gates: Install gates plumb, level, and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by manufacturer. Adjust hardware for smooth operation and lubricate where necessary.

Tie Wires: Use U shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least 2 full turns. Bend wire to minimize hazard to persons or clothing.

Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

END OF SECTION 02443

SECTION 02514
CONCRETE WALKS

PART 1 - GENERAL

RELATED DOCUMENTS:

Requirements of Drawings, General and Supplementary Conditions and Division-1 apply to work of this section.

SCOPE:

Provide all concrete walk, curb and paving work including but not necessarily limited to:
Walks

Related work specified elsewhere:

Earthwork	Section 02200
Concrete Work	Section 03010
Joint Sealers	Section 07900

QUALITY ASSURANCE:

Comply with local governing regulations of more stringent than herein specified.

SUBMITTALS:

Furnish samples, manufacturer's product data, test reports and materials certifications as required in the referenced Sections for concrete and joint fillers and sealers. Submit data on color admixtures or color finish materials and samples of exposed aggregate if applicable to project.

QUALITY ASSURANCE:

Cast mockup of size directed by Architect of each type of concrete walk to demonstrate typical joints, surface finish, texture, color, and standard of workmanship for Architect's review and acceptance.

When Architect determines that mockup does not meet requirements, demolish, and review if from the site and cast another until the mockup is accepted.

Keep accepted mockup undisturbed during construction as a standard for judging completed paving. Undamaged mockup may be incorporated into the work.

Demolish accepted mockup and remove from site when directed by Architect.

PROJECT CONDITIONS

Maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize flagmen, barricades, warning signs and warning lights as required.

PART 2 - MATERIALS

Forms: steel, wood or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use

straight forms, free of distortion and defects, to provide continuous, straight, smooth exposed surfaces.

Use flexible spring steel forms of laminated boards to form radius bends as required.

Coat forms with a non-staining form release agent that will not discolor or deface the surface of the concrete.

Plain, cold-drawn steel wire: ASTM A182.

Welded wire mesh: Welded plain cold-drawn steel wire fabric, ASTM A 185.

Furnish in flat sheets, not rolls, unless other acceptable to Architect.

Reinforcing bars: deformed steel bars, ASTM A615, Grade 60, unless otherwise indicated.

Joint dowel bars: plain steel bars, ASTM A 615, Grade 60, unless otherwise indicated. But bars true to length with ends square and free of burrs.

Metal expansion caps: furnish for one end of each dowel bar in expansion joints. Design caps with one end closed and a minimum length of 3" to allow bar movement of not less than 1", unless otherwise indicated.

Hook bolts: ASTM A307, Grade 1 Bolts, internally and externally threaded. Design hook bolt joint assembly to hold the coupling against pavement form and in position during concreting operation and to permit removal without damage to concrete or hook bolt.

Supports for reinforcement: chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric and dowels in place. Use wire type for supports complying with CRSI specifications.

Use support with sand plates or horizontal runners where base material will not support chair legs.

Concrete materials: comply with requirements of applicable DIVISION 3 Sections for concrete materials, admixtures, bonding materials, curing materials and others as required.

Bonding Agent: Acrylic or styrene butadiene.

Expansion joint materials: comply with requirements of SECTION 07900 for preformed expansion joint fillers and sealers.

CONCRETE MIX, DESIGN & TESTING

Comply with requirements of applicable DIVISION 3 Sections for concrete mix design, sampling and testing, and quality control and as herein specified.

Design the mix to produce standard -weight concrete consisting of portland cement, aggregate and water to produce the following properties:

Compressive strength:	3000 psi, minimum at 28-days
Slump range:	2" to 4"

PART 3 - EXECUTION

INSPECTION:

Examine areas and conditions under which concrete walks are to be installed. Do not proceed with the work until satisfactory conditions have been corrected.

SURFACE PREPARATION

Remove loose material from compacted sub-base surface immediately before placing concrete.

Proof-roll prepared sub-base surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

FORM CONSTRUCTION

Set forms to required grades and lines, rigidly braced, and secured.

Install sufficient quantity of forms to allow continuous progress of the work and so that forms can remain in place at least 24-hours after concrete pavement.

Check completed formwork for grade and alignment to the following tolerances:

Top of forms not more than 1/8" in 10'

Vertical face on longitudinal axis, not more than 1/4" in 10'

Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

REQUIREMENTS

Locate, place and support reinforcement as specified in SECTION 03010.

CONCRETE PLACEMENT

Comply with requirements of SECTION 03010 for mixing and placing concrete and as herein specified.

Do not place concrete until sub-base and forms have been checked for lime and grade. Moisten sub-base if requirements to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment. Remove snow, ice or frost from subbase surface and reinforcing before placing concrete.

Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse, joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Deposit and spread concrete in a continuous operation between transverse joints, as far as possible. If interrupted for more than ½ hour, place a construction joint.

When adjacent walks are placed in separate pours, do not operate equipment on concrete until concrete has attained sufficient strength to carry the loads without injury.

JOINTS

Construct expansion, weakened-plane (construction), and construction joints true-to-line with face perpendicular to surface of concrete, as shown on drawings. Construct transverse joints at right angles to centerline, unless otherwise indicated.

When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.

Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on Drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

Tooled joints: form weakened-plane joints in fresh concrete by grooving and finishing edges with a radiused jointing tool.

Provide expansion joints of pre-molded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.

Locate expansion joints, unless otherwise indicated, at following spacings:
Walks 40' - 0" o.c.

Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated. If not joint sealer, place top of joint filler flush with finished concrete surfaces.

Furnish joint fillers in one-piece lengths for full width being placed, where possible. Where more than one length is required, lace or clip joint filler sections together.

Protect top edge of joint filler during concrete placement with a metal cap or other temporary materials. Remove protection after concrete has been placed on both sides of joint.

Comply with requirements of SECTION 01900 for preparation of joints, materials, installation, and performance, and as herein specified.

Where load transfer-slip dowel devices are used, install so that one end of each dowel bar is free to move.

CONCRETE FINISHING

After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compare surfaces and produce a uniform texture.

After floating, test surface for trueness with a 10' straightedge.

Distribute concrete as required to remove surface irregularities and refloat repaired areas to provide a continuous smooth finish. Finish surfaces to true planes within a tolerance of 1/4" in 10 feet in any direction.

Work edges of slabs, gutters, back to p edge of curb, and formed joints with an edging tool, and round to 3/8" radius, unless otherwise indicated.

Eliminate any tool marks on concrete surface.

After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:

Provide light broom finish by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to Architect.

On inclined slab surfaces, provide a course, non-slip finish by scoring surface with a stiff-bristled broom, 1/16" to 1/8" deep, perpendicular to line of traffic.

Do not remove forms for 24-hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects as directed by Architect.

CURING

Protect and cure finished concrete surfaces, complying with applicable requirements of SECTION 03010. Use moist-curing methods for initial curing whenever possible.

REPAIRS & PROTECTIONS

Remove and replace broken, damaged, or defective concrete, concrete with defective finishes, or concrete that does not meet the requirements of this Section.

Protect concrete from damage until acceptance of work. Exclude traffic from walks for at least 14-days after placement. When construction traffic is permitted, maintain walks as clean as possible by removing surface stains and spillage of materials as they occur and covering with suitable cover.

Maintain concrete walks free of stains, discolorations, dirt and other foreign material, sweep and clean concrete walks just prior to Substantial Completion inspection.

Protect adjacent construction from concrete splatter. Clean off any splatter and remove any concrete spills from ground surfaces.

END OF SECTION

SECTION 02810 – IRRIGATION

PART 1 – GENERAL

1.01 SCOPE

- A. An automatic underground irrigation system for exterior landscaped areas including, but not limited to, supply an installation of water meter, backflow device and controller, boring and sleeving, rotary heads and spray heads in lawn areas and spray heads and drip lines in shrub, ground cover, and flower bed areas.

NOTE: This project is an existing park with existing irrigation, lawns and landscape. Contractors shall protect existing irrigation, lawns, landscape, etc. Any damage whatsoever to existing irrigation, landscape or lawns shall be repaired and replaced at contractor's expense.

1.02 SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. Provide connection to water source (existing mainline) and new water meters as specified and in accordance with local code requirements.
 - 2. Provide for an electro-mechanical controller.
- B. Performance Requirements: Provide for irrigation at a rate of 1 in. per week applied at 2 or 3 day intervals.

1.03 QUALIFICATIONS

- A. Irrigation work to be performed by a Texas licensed irrigation company specializing in commercial irrigation installation with a minimum of five (5) years experience on similar projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

1.03 SCHEDULE OF VALUES

- A. Landscape/Irrigation subcontractor shall submit costs for GC schedule of values as follows:.
 - 1. Irrigation Sleeving
 - 2. Irrigation Water Meter, Backflow, Permits, Testing
 - 3. Irrigation System
 - 4. Landscape Athletic Field Grading and Soil Mix
 - 5. Landscape Athletic Field Sod
 - 6. Landscape Planting, Materials, Installation, Warranty
 - 7. Landscape / Irrigation 90 Day Maintenance

1.04 SUBMITTALS

- A. Submittals shall be formatted electronically in a PDF file with a table of contents and tabs identifying each section. The following submittals are required for this section:
 - 1. Product Data: Manufacturers' technical data (Cut Sheets) and installation information for all components including: Backflow Assembly (Pressure Vacuum Breaker PVB or Reduced Pressure, Backflow Preventer RPZ (as specified), Y

SECTION 02810 – IRRIGATION

strainer (if required), Ball valves, PVC pipe, PVC fittings, PVC primers, solvents, cement, glue, etc., Control wire / tracking wire, Wire connectors, Pump stations, booster pumps (if specified), Pump enclosures (if specified), Controller (incl. communications modules, etc.), Rain/freeze sensors, Valves, Valve boxes, Decoders (if specified), Rotors, Sprays, Nozzles, Bubblers, Drip line, Drip filters, Drip indicators (operind), Air relief valves, flow sensor.

1.05 QUALITY CONTROL

- A. Submit verification of water pressure at meter or point of connection.

1.06 MAINTENANCE/WARRANTY

- A. Provide the following extra materials to the Owner:
 - 1. Two (2) quick coupler hose bib keys.
 - 2. Four (4) keys for the controller door lock.
- B. Maintenance Requirements: Maintain the work of this Section for ninety days after ‘substantial completion’ and until final acceptance by Owner. Notify the owner in writing of ‘substantial completion’. Maintenance period begins after owner’s acceptance of ‘substantial completion’.
- C. Maintenance Service: Perform the following maintenance operations at least once a week during construction and for 90 day maintenance period after substantial completion:
 - 1. Test entire system and adjust timer as necessary and as directed by landscape contractor, landscape designer or owner.
 - 2. Ensure and confirm existing irrigation system is operational and functioning properly. Existing irrigation system must remain fully functional and operational during the construction period and for 90 days after substantial completion.
 - 3. Replace or repair any broken parts or equipment.
 - 4. Report any significant problems in writing to landscape contractor, owner and landscape designer.
- D. Warranty: Warranty shall cover all parts and equipment for a period of one year from the date of final acceptance. Repairs and replacements shall be completed within two weeks of notification from owner.

PART 2- PRODUCTS

2.1 MATERIALS

- A. PVC Plastic Pipe: ASTM D 2241-83, SDR21, class 160 lateral piping; ASTM D1785, class 200 mainline piping.
- B. Pipe Fittings:
 - 1. Pipe under 3 in., id: Socket type, ASTM D 2466-78, with solvent Cement, ASTM D 2564-80.
 - 2. Pipe 3 in. id and Larger: Gasketed fittings of epoxy coated steel with non-hardening pipe dope or Teflon tape for threads.
- C. Concrete: 2500 psi min. compressive strength.

SECTION 02810 – IRRIGATION

2.2 MANUFACTURED UNITS

- A. Controller: Electro-mechanical, 24 hr./14-day clock with manual operation capacity, with adequate number of stations for system operating requirements (two wire) (see irrigation equipment table). Provide both freeze-protection and rain-sensor devices with controller. Provide ground-fault interrupt and lightning protection. Provide flow sensor, flow control, and IQ System and software. Contractor to coordinate setup and connection to IQ software including training.
- B. Water Meters: Water meters in locations shown on plans. Contractor to coordinate application, permit and installation with local utility company. Contractor responsible for water meters and all associated installation costs.
- C. Booster Pump: If required on plans, contractor shall furnish and install booster pump with enclosure as specified in plans/details. Contractor shall also provide a concrete pad and any and all fittings, adaptors, connections, enclosure, etc. for the complete installation and proper operation of booster pump. If booster pump is existing, contractor must ensure and confirm new system is programmed and functioning properly.
- D. Backflow Preventers: Provide and install backflow devices per local codes, specifications and requirements. Provide steel mesh enclosure per plans/schedule.
- E. Electric Valves: Normally closed, 24v AC, 60 cycle, solenoid actuated, globe pattern, diaphragm type. Cast brass or plastic body and nylon reinforced nitrile rubber diaphragm.
- F. Flow Sensor: Flow sensor size as specified on plans. Coordinate with IQ setup and learned flow for controller scheduling.
- G. Quick coupling Valves: Cast brass body with self-closing cover. Provide (2) brass keys with 1 in. female threaded outlet.
- H. Sprinkler Heads: Heavy-duty plastic sprinkler case, high density plastic sprinkler body, corrosion-resistant internal parts, plastic spray nozzles with adjustable flow and direction features.
- I. Control Wire: 24v UL/UF., approved for direct burial. Provide color-coded wire with white used for common (14-gauge, single-strand copper) and red for control (14-gauge single-strand copper).
- J. Tracking Wire: 18 gauge copper (only where mainline and wiring bundle are separated)
- K. Valve Boxes: Heavy-duty commercial grade, fiberglass reinforced, plastic with locking covers. Rainbird VB series, 10" Round or Standard Rectangular Min. or apprvd equal.
- L. Swing Joints: 3 high density polyethylene street ells with 8 in. Schedule 80 PVC nipple; sized the same as inlet to sprinkler head.
- M. Sleeves: Schedule 40 PVC. Boring as required under all existing pavement, walls or curbs.

SECTION 02810 – IRRIGATION

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine the site and conditions under which irrigation work is to be performed. Irrigation contractor shall notify the landscape contractor in writing, with a copy to Construction Manager, if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to irrigation contractor. Beginning of work indicates acceptance of the site as satisfactory by the irrigation contractor.

3.02 INSTALLATION

- A. General: Install tracking wire along mainline pipe if separate from valve wiring bundle.
- B. Excavating and Filling:
1. Cover for Piping:
 - a) Mains: 18 in. min.
 - b) Laterals: 12 in. min.
 2. Use clean backfill material without stones larger than 1/2 in., debris or extraneous material that may damage pipe assembly.
 3. Compact all trenches to a minimum 95% Standard Proctor Density.
- C. Pipe:
1. Install in existing sleeves under pavement or provide boring and sleeves under pavement as required.
 2. Clean pipe and joints before making connections. Purple primer to be used on all joints before applying solvent. Per TCEQ Regulations.
 3. Attach joints according to manufacturer's instructions. Threaded joints to be coated with "Teflon" tape. Allow joints to set for at least 24 hrs. before applying water pressure to the system.
 4. Thoroughly flush piping before sprinkler heads are installed and test under pressure for leaks in each line separated by valves.
- D. Water Meters: Provide and install water meters per local codes, specifications and requirements. Coordinate permit and application with owner and local utility company. Adjust locations as necessary to coordinate with existing water line locations.
- E. Back Flow Protection: Provide and install backflow devices per local codes, specifications and requirements including enclosure.
- F. Valves:
1. Provide isolation valve on inlet side of every electric control valve (if specified).
 2. Install electric and gate valves with at least 10 in. of cover over the valve and at least 6 in. of cover over the stem.
 3. Install valve box centered over the flow control handle. Provide 1 cu. ft. of clean pea gravel in the bottom of each valve box with filter fabric below.
 4. In lawn areas, valve boxes to be set flush with existing grade; in planting bed areas valve boxes shall be set 2" above grade.

SECTION 02810 – IRRIGATION

- G. Controllers: Hard wire to nearest power source and CAT6 data line/ethernet or cellular module as specified on plans. Coordinate with general contractor. Install on exterior wall in location as shown on plans or as directed/approved by SSP.
- H. Sprinkler Heads: Install all heads on swing joint assemblies and flush with finish grade.
- I. Drip Line: Install dripline as specified in plans/details. All drip lines, fittings, etc. to be buried a minimum of 2” below finish grade and then covered additionally with mulch per depth on plans/details. All dripline to be pinned with galvanized drip pins no more than 36” spacing and at all fittings and joint locations.
- J. Wiring:
 - 1. Bundle and tape wires at 10 ft. o.c., max.
 - 2. Snake wire in trenches to allow for expansion. Provide expansion coils at 100 ft. o.c. max., and at the entry to each valve box.
 - 3. Splice wires using mechanical sealant connector for a waterproof connection. Make all wire splices within valve boxes. Use RB WPCONN N90300 or approved equal.

3.03 FIELD QUALITY WORK

- A. General: Notify the Construction Manager at least 48 hours before testing is begun.
- B. Hydrostatic Test: Test mainline piping to a hydrostatic pressure of not less than 100 psi for a minimum of 24 hours. Piping may be tested in sections to expedite work. Remove and repair piping and connections which do not pass hydrostatic testing.
- C. Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and sprinkler heads adjusted to final position.

3.04 ADJUSTING

- A. Check sprinkler heads for arc of spray. Adjust as necessary to provide 100% coverage of all landscaped areas.
- B. Adjust layout to conform to actual layout of landscape plantings.

3.05 DEMONSTRATION

- A. Demonstrate operation of the system to Owner's personnel and staff.

3.06 CLOSE-OUT DOCUMENTS

- A. As-Built Drawings: Submit ‘As-Built’ drawings before project close-out showing the irrigation system layout, including line locations and sizes, spray heads and types, points of connection, booster pump, location of backflow device(s), controller, and other installation information.
- B. Warranty Letters: Submit warranty letters for all irrigation items including labor for the specified warranty period.
- C. Operation and Maintenance Data: Submit Manufacturers' operation and maintenance instructions and laminated colored (11x17) valve Zoning Diagram.

END OF SECTION

SECTION 02900 – PLANTING

PART 1 - GENERAL

1.01 SCOPE

- A. Supply and installation of all approved materials, labor, equipment, transportation and services required and incidental thereto, in conformity with the plans and specifications, including but not limited to; vegetation protection/pruning, fine grading, earth mounding, bed excavation and preparation, bed edging, planting soil/compost mixes, fertilizer, mulch, trees, palms, shrubs, ground covers, staking, paving, site furniture, clean-up, maintenance, and warranty.
- B. Related Sections:
 - 1. Irrigation – 02810
 - 2. Lawns – 02930

NOTE: This project is an existing park with existing irrigation, lawns and landscape. Contractors shall protect existing irrigation, lawns, landscape, etc. Any damage whatsoever to existing irrigation, landscape or lawns shall be repaired and replaced at contractor's expense.

1.02 REFERENCE STANDARDS

- A. General: "Hortus Third," 1976.
- B. Texas Association of Nurserymen, Grades and Standards for Nursery Stock.
- C. Plant Material: "American Standard for Nursery Stock," ANSI Z60.1-1990.
- D. National Arborist Association Standards

1.03 DEFINITIONS

- A. Specimen Plants: Plants having exceptional character, superiority in form and branching, and the best attributes of the species; all as determined by the Architect, Landscape Designer or Owner.

1.04 QUALIFICATIONS

- A. Landscape work to be performed by a single firm specializing in commercial landscape work with a minimum of five (5) years experience on similar type projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

1.03 SCHEDULE OF VALUES

- A. Landscape subcontractor shall submit costs for GC schedule of values as follows:
 - 1. Irrigation Sleeving
 - 2. Irrigation Water Meter, Backflow, Permits, Testing
 - 3. Irrigation System
 - 4. Landscape Athletic Field Grading and Soil Mix
 - 5. Landscape Athletic Field Sod

SECTION 02900 – PLANTING

6. Landscape Planting, Materials, Installation, Warranty
7. Landscape / Irrigation 90 Day Maintenance

1.04 SUBMITTALS

- A. Submittals shall be formatted electronically in a pdf file with a table of contents and tabs identifying each section. The following submittals are required for this section:
 1. Landscape Construction Sequence
 2. Edging Materials
 3. Post emergent Herbicides
 4. Pre emergent Herbicides
 5. Soils, Compost and Mulch
 6. Sources of all Plant Materials (including address and telephone numbers)
 7. Product Data Material Safety Data Sheets
 8. Paving Materials
 9. Staking Materials
 10. Samples: One foot sections of edging (as specified on plans), one pound bag sample of each; topsoil, premium compost, mulch, decomposed granite, river rock, washed gravel and example boulder/rocks.
 11. Photographs of all plant material prior to ordering/installation
 12. Name and License Number of Subcontractor for pruning trees (Certified I.S.A. Arborist required)

1.05 PROTECTION

- A. Before commencing work, contractor shall place orange construction fencing around all vegetation labeled “to remain” on landscape plans. Fencing shall be placed squarely around each tree 6’ x 6’ and at least 60” in height or continuously around groups of vegetation as shown on plans. No work may begin until this requirement is fulfilled. All other vegetation not labeled “to remain” shall be cleared and grubbed including root systems.
- B. In order to avoid damage to roots, bark or lower branches, no truck or other equipment shall be driven or parked within the drip line of any tree, unless the tree overspreads a paved way.
- C. The contractor shall use any and all precautionary measure when performing work around trees, walks, pavements, utilities, and any other features either existing or previously installed under this Contract.
- D. The Contractor shall adjust depth of earthwork and loaming when working immediately adjacent to any of the aforementioned features in order to prevent disturbing tree roots, undermining walks and pavements, and damage in general to any existing or newly incorporated item.
- E. Where excavating, fill or grading is required within the branch spread of trees that are to remain, the work shall be performed as follows:
 - a. TRENCHING: When trenching occurs around trees to remain, the tree roots shall not be cut but the trench shall be tunneled under or around the roots by careful hand digging and without injury to the roots.

SECTION 02900 – PLANTING

- b. **RAISING GRADES:** When the existing grade at tree is below the now finished grade, and fill not exceeding 16 inches (16") is required, clean, washed gravel graded from one to two inches (1" - 2") in size shall be placed directly around the tree trunk. The gravel shall extend out from trunk on all sides a minimum of 18 inches (18") and finish approximately two inches (2") above the finished grade at tree. Install gravel before any earth fill is placed. New earth fill shall not be left in contact with the trunks of any trees requiring fill. Where fill exceeding 16 inches (16") is required, a dry laid tree well shall be constructed around the trunk of the tree. The tree well shall extend out from the trunk on all sides a minimum of three feet (3') and to three inches (3") above finish grade. Coarse grade rock shall be placed directly around the tree well extending out the drip line of the tree. Clean, washed gravel graded from one to two inches (1" - 2") in size shall be placed directly over the coarse rock to a depth of three inches (3"). Approved backfill material shall be placed directly over the washed gravel to desired finished grade.
 - c. **LOWERING GRADES:** Existing trees in areas where the now finished grade is to be lowered shall have regarding work done by hand to elevation as indicated. Roots as required shall be cut cleanly three inches (3") below finished grade and scars covered with tree paint.
 - d. Trees marked for preservation that are located more than six inches (6") above proposed grades shall stand on broad rounded mounds and be graded smoothly into the lower level. Trees located more than 16 inches (16") above proposed grades shall have a dry laid stonewall, or other retaining structure as detailed on the plans, constructed a minimum of five feet (5') from the trunk. Exposed or broken roots shall be cut clean and covered with topsoil.
- F. Contractor is responsible for all protection measures listed above. If these procedures are not followed, contractor is responsible for replacement of existing trees with approved trees of equal caliper and height.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. **Packing and Shipping:** Transport plant materials covered or in closed vehicles to protect from exposure to heat and wind. Spray trees and in full leaf with anti-desiccant - as recommended by the manufacturer - before shipping. Take precautions to protect plant materials from desiccation and from damage to bark, branches and roots. Do not allow root balls to crack. Schedule shipments to coincide with planting work schedule.
- B. **Storage and Protection:** If planting is delayed after delivery, keep plants in a shaded area, cover roots with mulch or topsoil, and keep plants constantly watered until planted.

1.07 MAINTENANCE/WARRANTY

- A. **Maintenance Requirements:** Maintain the work of this Section throughout construction and for ninety days after 'substantial completion' and until final written acceptance by Owner. Notify the owner in writing of 'substantial completion'. Maintenance period begins after owner's written acceptance of 'substantial completion'.
- B. **Maintenance Service:** Perform the following maintenance operations at least once a week:
 - 1. Remove and replace dead plant material. Prune plants to remove dead wood and to maintain health of plants.

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2. Maintain all mulched areas at a 2 in. depth. Remove weeds and grass from shrub and ground cover areas and from watering basins.
 3. Provide insect and disease control to maintain health of plants.
 4. Irrigation:
 - a) If the irrigation system is operating, program and monitor the system to provide adequate water for plants.
 - b) If the irrigation system is not operating, hand water plants. Deep water trees each week.
 5. Dispose of all maintenance debris/clippings off-site. Owner's dumpsters shall not be used.
 6. Keep all site areas tidy and free of grass clippings, mulch or other foreign materials.
 7. Submit dates, descriptions and receipts of all maintenance operations to SSP Design for approval.
- C. Warranty: Warranty shall cover all shrubs/groundcovers for a period of three months and trees/palms for a period of one year from the date of final acceptance. Any plant material deemed dead or unrecoverable by the owner shall be replaced with similar species and size within two weeks of notification from owner.

1.08 RIGHT OF REJECTION

- A. The Owner/SSP Design reserve the right to inspect and reject plants at any time and at any place.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fertilizer: 13-13-13 Osmocote slow release fertilizer granules or approved equal.
- B. Planting tablets: Agriform 21 gram slow release fertilizer tablets or approved equal.
- C. Compost: Premium grade compost ('9 Kids Compost' or approved equal).
- D. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 5.4 and maximum 7.0; organic matter to exceed 1.5%, magnesium to exceed 100 units; phosphorus to exceed 150 units; potassium to exceed 120 units; soluble salts/conductivity not to exceed 900 ppm/0.9 mmhos/GC in soil.
- E. Sand: Clean, screened inorganic masonry sand. Silica sand only. River sand not acceptable. Mathis sand, Wright Materials, Plant 3 masonry sand (361) 387-0293 or approved equal
- F. Mulch:
 1. Shrub and Ground Cover Planting Areas: Grade A Shredded Hardwood; long, fibrous bark strands free from wood chips. Texas Natives or Approved Equal.
 2. Watering basins: Grade A Shredded Hardwood; long, fibrous bark strands free from wood chips. Texas Natives or Approved Equal.
- G. Plants:
 1. General: Provide plant materials that are healthy and free from disease, insects, and larvae

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and without damage to bark, branches, and roots.

2. Approval: All plants must be approved by Owner/SSP Design prior to installation. Any plants not approved by Owner/SSP Design shall be subject to rejection. All trees/palms must be inspected, approved and tagged by Owner/SSP Design at their place of origin or as directed in writing by Owner/SSP Design. Container grown trees shall be obtained by Glen Flora Farms, Inc. or approved equal.
3. Sizes: Measured after pruning and in accordance with the plant schedule.
4. Root Treatment: As follows in accordance with the Reference Standards:
 - a) Palms: Balled and burlapped or containerized if they have been in the container for at least one growing season.
 - b) Trees, Shrubs, Ground Cover Plants: Container grown with a well-established fibrous root system.
5. Palms: All new palms shall be field dug or containerized material in specified sizes shown in plant schedule. All palms shall have good form (straight trunks) consistent of its species, free of scares/abrasions/burn marks and disease and insects, with large healthy root systems. Rootballs sizes for B/B material must meet the following minimum specifications:
 - a) Sabal Palms - 44" diameter, 36" height
 - b) Washingtonia Palms - 44" diameter, 36" height
 - c) Cuban Royal Palms, Mediterranean Fan Palms, Cocos Palms - 30" diameter, 30" height

H. Staking material:

1. Tree stakes shall be commercial grade T-Posts, 1.25 Gauge, 8' Ht., Green with orange safety caps on tops. Note: Do not drive through stakes through root balls.
2. Tree ties shall be Poly Chain Lock – 1" width, black, ProLock or approved equal
3. Palm stakes shall be treated timber braces, stakes, and battens including burlap protection and steel straps sized per palm planting detail. Ground stakes must be at least 48" in length with at least 42" securely embedded in undisturbed soil.
4. All staking to be removed at the end of the maintenance period or at final acceptance, whichever is later.

I. Edging:

1. Concrete Edging: Extruded, colored, fibermesh reinforced concrete edging (per details) *Curb Appeal (or approved equal)*
2. Tree Rings: 4" Ht., 30" Dia., Black Anodized Aluminum tree rings. *Dreamscapes (or approved equal)*
3. Aluminum edging: 4" Ht., Black Anodized Aluminum Edging. *Dreamscapes (or approved equal)*

2.2 PLANTING SOILS

- A. Planting Mix: 75 percent sandy-loam topsoil; 25 percent premium compost; (3:1 ratio by volume); and specified fertilizer or planting tablets.
- B. Shrub and Ground Cover Areas:
 1. Where no topsoil has been installed: Remove twelve inches of existing soil and replace with ten inches of 'Planting Mix' as described in Item A above.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine the site and conditions under which landscape work is to be performed. Have the installer notify the Contractor in writing, with a copy to SSP Design if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to installer. Beginning of work indicates acceptance of the site as satisfactory by the installer.

3.02 EXECUTION

- A. Site Preparation: Contractors must visit and review site prior to bidding. Compacted soils and sub-soils from construction activities must be ripped and tilled until a loose, friable and free-draining condition is met. All existing weeds, grass, stabilized sub-base material, rubble, excavated soil and other material shall be removed from the site and disposed of by the contractor prior to starting any new landscape work. Soil conditions around entire site must be approved by Owner/SSP Design prior to rough and finished grading operations. Contractor shall not install any fill or topsoil in landscape areas prior to site condition approval by Owner/SSP Design.
- B. Drainage: Landscape contractor shall follow grading as shown and specified on Civil Engineer's grading plans. Landscape contractor shall coordinate grading operations with site contractor. Landscape contractor shall ensure final grades conform to the Civil Engineer's grading plan including grades around building, swales, sidewalk under-drains/swales, roof drains, splash blocks and rock swales through planting beds.
- C. Vegetation Protection: Contractors are responsible for protection of existing vegetation labeled on plans "to remain". Protection of existing vegetation includes supply and installation of protective fencing around all existing planting areas.
- D. Bed Preparation and herbicide: All planting areas shall be free of weeds, grass, insects, or any other deleterious material prior to bed preparation. Contractor shall herbicide all planting areas with 'RoundUp' or approved equal at least two times prior to installation of any new plants. Pre-emergent herbicide shall be applied after planting and before placement of mulch.
- E. Planting Beds: Excavate 12" of existing soil within planting beds and replace with 8" of imported topsoil and 2" of premium compost. Mechanically till into top six inches of bed until a loose, friable soil condition is met. Final grades within all planting beds shall be 3" below building weep holes and adjacent curbs to allow for 2" layer of mulch. Contractor to ensure positive drainage throughout all landscape areas. Adjust grades as necessary to direct water away from buildings, structures and planting beds. Report any discrepancies on all drainage issues in writing to Construction Manager or the Civil Engineer. Owner or SSP Design to approve planting beds prior to planting operations.
- F. Edging: Edging shall be installed as shown on plans. Edging shall allow for tapered drainage points (10 feet on center or less) to ensure free drainage away from all structures and walkways. Edging shall be set flush with adjacent paving, sidewalks or driveways.

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- G. Grass Areas: Scarify, float and fine grade all areas to receive sod or hydromulch for approval by SSP prior to placement of sod or application of hydromulch. Supply additional topsoil as necessary to fill any/all low areas and ensure positive drainage away building / planting beds. (see specification on lawns for further requirements).
- H. Berms and Mounding: Supply topsoil and construct berms as indicated on plans. Berms shall have a maximum slope of 1:4. Owner or Construction manager to approve berming and mounding prior to planting operations.
- I. Planting:
 - 1. Installation:
 - a) Excavate planting pit and french drains to depth and width indicated on details in drawings.
 - b) Set root ball on undisturbed or compacted soil in planting pit. Remove burlap, rope, wire, and all other wrapping material from top of ball. Remove any binding rope which is not biodegradable completely. Top of root ball shall be set 1” above adjacent finished grade.
 - c) Fill planting pit 2/3 full with planting mix, soak with water and allow settling, and adding fertilizer tablets as detailed. Finish filling pit with planting mix and tamp lightly.
 - d) Construct a watering basin as detailed (or install aluminum edge tree ring) and install 2 in. layer of mulch. Water-in to completely saturate the root ball and planting mix. Add planting mix where any settling or air pockets occur.
 - e) Stake all trees/palms immediately after planting as detailed.
 - 2. Palms: New Washingtonia palms shall be cleaned (skinned) completely of their leaf stem bases and fibers to a height 4 feet below the crown. Sabal palms shall be planted with their leaf stem bases remaining but cleaned and trimmed evenly. All palms shall be planted with several petioles or fronds tied up straight with natural twine. Remaining fronds shall be trimmed or ‘hurricane cut’ to lighten wind load on terminal bud. Contractor is responsible for removing or cutting the twine supporting the fronds at the appropriate time. All palms must be inspected and approved on site by SSP Design prior to installation.
 - 3. Shrubs: All plants shall be of species denoted on plans and shall be container-grown material at specified sizes. All plants shall be of size equal or greater than T.A.N. standards for their respective container size. All material shall be vigorous, well established, of good form consistent of species, free of disease and insects, with large healthy root systems and with no evidence of being restricted or damaged. All plants shall be inspected and approved on site by SSP Design prior to installation.

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4. **Planting Holes:** All tree/palm holes shall be excavated with a diameter at least two times the rootball size and to a depth equal to the height of the rootball. The bottoms and sides of each hole shall be scarified with a pick to allow for free drainage and maximum root penetration. After tree/palm placement, the hole shall be backfilled with a mixture of excavated soil and premium compost mixture (9 Kids Compost or approved equal). All holes shall be tested/inspected by SSP Design for free drainage prior to installation of trees.
 5. **Tree Rings:** Tree rings shall be installed on trees within grass areas as indicated on plans. Tree rings are to be aluminum edge or extruded concrete per plans and details. A minimum of 2 inches of specified mulch shall be placed within the tree rings. Tree rings must be maintained and kept free of weeds during the entire maintenance period.
 6. **Watering Basins:** Watering basins for all trees/palms that do not include a tree ring shall be constructed in a ring shape around each tree or palm trunk. This earthen berm shall be constructed 6” in height and 36” in diameter so as to hold water and allow infiltration around root ball. A minimum of 2 inches of specified mulch shall be placed within the watering basin. Watering basins must be maintained and kept free of weeds during the entire maintenance period.
- J. **Insect and Disease Control:** Apply treatment as frequently as required during construction and 90-day maintenance period to prevent damage to plant material. Use only chemicals specifically approved by TNRCC.
- K. **Pruning:** All existing and new vegetation shall be pruned/trimmed by a Certified I.S.A. Arborist as directed on site by SSP Design.

3.03 CLEANUP AND PROTECTION

- A. Remove debris from landscaped areas daily and sweep clean adjacent pavements, if soiled by landscape activities.
- B. Provide temporary barriers or fences as required to protect landscaping from any type of damage or theft until final acceptance.

3.04 CLOSE-OUT DOCUMENTS

- A. **As-Built Drawings:** Submit ‘As-Built’ drawings before project close-out showing the landscape layout, including revised plant material, and other installation information.
- B. **Warranty Letters:** Submit warranty letters for trees / palms / lawns / shrubs / pavers / furniture / masonry / stone / amenities.

END OF SECTION

SECTION 02902 – VEGETATION PROTECTION & RELOCATION

PART 1 GENERAL

1.01 SCOPE

General: Section Includes: Labor, materials, necessary equipment and services to complete the tree protection and relocation work.

NOTE: This project is an existing park with existing vegetation, irrigation, lawns and landscape. Contractors shall protect existing vegetation, irrigation, lawns, landscape, etc. Any damage whatsoever to existing vegetation, irrigation, landscape or lawns shall be repaired and replaced at contractor's expense.

- A. Related Section:
 - 1. 02900 - Planting.
- B. Before tree excavation, pruning, removal, or relocation of existing trees, contractor shall engage a certified arborist (ISA Certified) and notify and meet with:
 - 1. SSP
 - 2. Appropriate utility companies for spotting and coordination of service disconnection as necessary to complete work.
 - 3. All other trades associated or affected by this work.

1.02 REFERENCES

- A. General: "Hortus Third," 1976.
- B. Texas Association of Nurserymen, Grades and Standards for Nursery Stock.
- C. Plant Material: "American Standard for Nursery Stock," ANSI Z60.1-1990.
- D. NAA: National Arborist Association Standards
- E. ISA: International Society of Arboriculture

1.03 SCHEDULE OF VALUES

- A. Landscape subcontractor shall submit costs for GC schedule of values as follows:.
 - 1. Tree or palm pruning (ISA Certified Arborist)
 - 2. Tree or palm preparation, relocation, fertilization, mulching, watering system

1.03 DEFINITION

- A. Toxic Substances:
 - 1. Do not deliver any toxic substance or item to the site without furnishing to the owner a Texas Material Safety Data Sheet (MSDS).
 - 2. Provide current MSDS information with each initial shipment.
 - 3. The MSDS shall contain the following information:
 - a. The chemical name and the common name of the toxic substance.
 - b. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity and reactivity.
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally

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recognized as being aggravated by exposure to the toxic substance.

- 3) The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, any other safety precautions in the use of or exposure to the toxic substance including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

1.04 DESCRIPTION

- A. Protect existing trees to remain during construction phases. Provide tree protection fencing around all trees to remain and barriers for existing trees adjacent to tree transplantation operations. Any trees designated to remain that are scarred, damaged or destroyed shall be replaced at the Contractor's expense, with similar species, size, and quality. Provide temporary watering methods for trees and vegetation to remain on site – hand water if required. Watering schedule shall be coordinated by contractors' certified arborist in conjunction with Owner.
- B. Relocate trees/palms as noted on plans. Store and maintain relocated trees/palms in contractor's nursery during construction. Storage and maintenance includes regular watering (or drip irrigation), fertilizing and pruning as necessary for healthy growth. Storage area in contractor's nursery must be approved prior to relocation. Relocate stored material on site in locations shown on final landscape plans or as directed by SSP.
- C. Resulting tree pits of relocated material on site shall be backfilled with clean top soil fill and brought back flush with surrounding grade, unless the pits are to be immediately replanted. Stabilize/compact grade if required. Correct problems caused by erosion, wind, etc., in the reclaimed area. Pits to be quickly replanted shall be surrounded by safety barricades to prevent accidental falls into pits.
 1. In areas where new plant material will replace relocated plant material, appropriate planting soil mix shall be used as backfill.
- B. Remove other vegetation per plans or as directed by SSP to accommodate new plantings. Prepare areas to be planted according to Section 02900.

1.05 SUBMITTALS

- A. Submit certified arborist information, protection measures & materials, pruning/trimming/watering schedule, for use in tree protection for approval by SSP.
- B. Submit a list of equipment, procedures, and labor force anticipated for use in tree relocation for approval by SSP.
- C. Submit a daily/weekly schedule indicating trees/palms to be dug and relocated. Note materials requiring root pruning, and that the relocation schedule is to begin at the end of the specified root pruning period.

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- D. Obtain permits required by the local tree or landscape ordinances which may include meeting with the local City or Urban Forester.
- E. Submit written certification that trees indicated to remain have been protected during the course of construction according to industry standards. Certify that where damage did occur:
 - 1. Trees were promptly and properly treated.
 - 2. Indicate which damaged trees (if any) are incapable of retaining full growth potential and are recommended to be replaced.

1.06 QUALITY ASSURANCE

- A. The Contractor's crew used for the relocation of existing trees shall have minimum 10 years' experience in relocation of existing plant materials and shall include an ISA Certified Arborist.
- B. Unless otherwise specified, tree transplanting shall comply with NAA Ref.1.
- C. Comply with NAA standards for pruning and remove branches from trees to remain to clear new construction.
- D. Recommend procedures to compensate for loss of roots (if any) and perform initial pruning of branches and stimulation of root growth where removed to accommodate new construction.
- E. Perform tree repair work for damage incurred by new construction.
- F. Provide routine progress evaluation reports on relocated trees until the end of the maintenance period.
- G. Evaluate existing trees and verify trees are free of disease and ready to survive relocation from the site to their new location on-site or off-site.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Properly handle trees and palms during moving so trunks will not be scarred or damaged and to avoid broken limbs. Broken limbs not causing the tree to be rejected shall be repaired as follows:
 - 1. Properly prune dead, dying, or damaged branches with clean, sharp equipment.
 - 2. Remove injured bark and wood of a tree would with a clean, sharp knife to a point where healthy bark and wood make contact at their margins.
 - 3. Inspect and treat wound for insect and disease.
 - 4. Seal wounds with bituminous base wound paint for all limbs greater than 3 inch diameter.
- B. Transport trees on vehicles of adequate size to prevent overcrowding, broken limbs, foliage damage, or root ball damage.
- C. Keep root balls moist during relocation.
- D. Protect tree crowns with shade cloth to prevent desiccation and wind burn. Crowns shall be periodically sprayed with water to help ensure against desiccation.
- E. Handle plant material only in ways and means accepted by industry standards and accepted by Owner.
- F. Plant material shall be planted the same day it is dug. Coordinate preparation of planting pits or temporary nursery accommodations to ensure this schedule.

1.08 WARRANTY

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- A. For protected/preserved trees or palms that die due to contractor negligence during construction, replace their canopy area with new trees as specified:
 - 1. Canopy spread for trees shall be a minimum of six feet and a caliper of at least 3 inches. Height for replacement palms shall be a minimum of six clear trunk feet.
 - 2. Replacements (mitigation plantings) shall be provided at no additional cost to the Owner.
 - 3. Proposed replacement canopy tree species shall be approved by Owner.
 - 4. The specification requirements for trees and palms are according to Section 02900.
- B. For relocated trees or palms that die, replace their canopy area with new trees as specified:
 - 1. Canopy spread for trees shall be a minimum of six feet and a caliper of at least 3 inches. Height for replacement palms shall be a minimum of six clear trunk feet.
 - 2. Replacements (mitigation plantings) shall be provided at no additional cost to the Owner.
 - 3. Proposed replacement canopy tree species shall be approved by Owner.
 - 4. The specification requirements for trees and palms are according to Section 02900.
- C. Repair damage to other plants and lawn or construction work within the relocation area during tree transplantation at no cost to the Owner. This includes, but is not limited to, damage to curbs, walks, roads, fences, site furnishings, etc. Replacing and replanting of damaged trees, shrubs or turf shall be according to Section 02900.

1.09 MAINTENANCE

- A. Maintain protected/preserved and relocated plant materials throughout construction period and continue until the 90 day maintenance period is complete, upon which time the Owner will take over maintenance of materials following procedures and recommendations of contractor and specifications.
- B. During the maintenance period, maintain protected and relocated plant materials according to procedures described in Section 02900.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Tree Protection Fence: Tree protection fence shall be a minimum of four feet high. Chain Link Fencing (No 9. GA. 2” Mesh with 2” Posts, driven at least 2’ into ground @ 6 foot intervals or approved equal-see details on plans for alternate tree protection fencing).
- B. Tree Protection Signage: Vegetation Protection Areas shall be labeled “Vegetation Protection Area”. Signs shall be laminated or otherwise weatherproof and printed in bold text so as to be easily read from a distance of 20 feet. Wording on signage shall be provided in both English and Spanish.
- C. Compost, topsoil, planting soil, mulch, staking, and guying, shall be as specified in section 02900.
- D. Fill materials shall be as specified in Section 02900.

SECTION 02902 – VEGETATION PROTECTION & RELOCATION

PART 3 EXECUTION

3.01 VEGETATION PROTECTION

- A. Initial Work: No other construction activity may occur on site until Tree Protection Fencing has been installed and approved by SSP.
- B. Construction Activity: All construction activity within the areas fenced off around the trees shall be prohibited. This shall include the following activities:
 - 1. Parking or driving of equipment, machinery or vehicles of any type.
 - 2. Storage of any construction materials, equipment, stockpiling, excavation or fill, soil, gravel, etc.
 - 3. Dumping of any chemicals, (i.e. paint thinner from cleaning brushes), wash-out materials from cleaning equipment, concrete or mortar remainder, trash, garbage, or debris of any kind.
 - 4. Burning within or in proximity to protected areas.
 - 5. Felling trees into protected areas.
 - 6. Trenching or grading within the Critical Root Zones of protected trees for any purpose without notifying Owner 10 days in advance of operation in writing. This includes utilities, lighting, irrigation, drainage etc.
- C. Tree Protection Areas: Any work required by plans which is in a Tree Protection Area shall be performed by hand. All work shall be performed in a manner to prevent compaction, siltation and disturbance of the root systems of all associated trees and understory trees. At no time shall tree protection fencing be removed or relocated without permission of Owner.
- D. Subcontractor: The general contractor shall be responsible for insuring that all subcontractors are aware of all Vegetation Protection Specifications.
- E. Critical Root Zone: Contractor may operate equipment within the root zone of trees to be preserved only if buffered with 1/2" plywood with a 6" layer of wood chips underneath; or 12 inches of wood chips. Approval from Owner is required prior to operation of any equipment in tree protection areas. Root protection measures shall be inspected and maintained throughout construction.
- F. Location: Contractor will be responsible for installation, repairs and upkeep of tree protection fencing around trees and groups of trees to be preserved. See plan for locations.
- G. Flagging: Prior to installation, Contractor shall flag or paint location of fencing in field for verification by Owner.
- H. Contractor shall include supply, installation, maintenance, and removal of fencing in bid.
- I. Tree Protection Fence: Fencing shall remain in place and be continuously maintained for duration of construction.
- J. Watering: Contractor shall engage ISA Certified Arborist to coordinate and submit watering schedule for approval by Owner. Watering shall be scheduled as required specific species, soil conditions, and time or year.
- K. Damage: Contractor will provide services as necessary to respond to damage by construction activities within 48 hours of notification by the Owner.

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- L. Penalties: Failure to comply with specifications will result in penalties as prescribed herein and by local codes and ordinances.

3.02 TRANSPLANTATION

- A. Transplanting shall consist of on-site or off-site transplanting of existing trees or palms from proposed construction areas to storage areas to permanent locations as noted on the drawings.
- B. Digging, Wrapping, and Handling: Plants shall be dug and prepared for moving in a manner that will not cause damage to branches, shape, root system, and development.
- C. Balled and Burlapped Plants:
 - 1. Balls shall be firmly wrapped with wire mesh, burlap or accepted cloth substitute.
 - 2. No balled plant will be acceptable if the ball is cracked and broken or if the stem or trunk is loose in the ball, either before or during transplanting.
 - 3. Balled plants shall be lifted and handled from the bottom of the ball.
 - 4. Protect ball and deliver to the site, plant immediately, and water thoroughly.
 - 5. Ball sizes shall be as recommended in ANSI Z60.1

3.02 PLANTING

- A. Relocated Material:
 - 1. Relocated trees/palms shall be planted according to procedures described for new material, Section 02900. Verify final grades have been established before planting operations. Ensure proposed planting pits drain freely by test-filling with water before transplantation.
 - 2. Continue watering and caring for relocated material as specified.
 - 3. Mulch tree pit areas to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuations.
 - 4. Brace trunk and leave in place for approximately one year until trees are wind firm.
 - 5. Wrap trunks and structural branches of thin-barked trees to protect against sun scald and dehydration. Retain through at least one growing season, and through hurricane season.
 - 6. Feed with a diluted solution of N-P-K in solution form with a soil needle, providing water, air, and nutrients.
 - 7. Where foliage is retarded, spray with soluble type foliage feeder.
 - 8. At time of planting, fill air pockets and keep roots, especially feeder roots, moist, live, and healthy. Use soil needles for watering new transplants. Direct fine spray at foliage to help harden-off new leaves.

3.03 STAKING AND GUYING

- A. Stake and guy designated material according to procedures described for new plant materials, Section 02900.

3.04 WATERING

- A. Following transplantation, water trees daily for the first two weeks, every other day for the next three weeks, and every third day for the balance of the three month

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watering/maintenance period. Such watering shall thoroughly saturate the root ball to its full depth.

- B. Following relocation, trees designated for transplanting shall be watered as specified in this section. Such watering shall thoroughly saturate the root ball to its full depth.
- C. Provide temporary automatic or manual watering of protected/preserved trees and relocated plant materials during construction and for 90 days after substantial completion. If used, after 90-day maintenance period, Contractor shall be responsible for the complete removal of all temporary watering systems.

3.05 TAGGING

- A. Trees within the designated areas for relocation shall be clearly marked by means of yellow plastic surveyor's ribbons and coordinated with, inspected, and accepted by Owner before root pruning and digging.

3.06 ROOT PREPARATION

- A. Trees to be relocated shall be root pruned at least 45 days before digging with clean, sharp equipment.
 - 1. Maintain root pruned materials by watering, weeding, mowing, spraying, fertilizing, and other horticulture practices.
 - 2. After root pruning, backfill with good rooting medium, fertilize with organic fertilizer to promote root growth.
 - 3. Mulch to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuation.
- B. Root Ball Size Chart: Root ball sizes shall be according to minimum standards set forth in Texas Association of Nurserymen, Grades and Standards for Nursery Stock.
 - 1. Trees-Minimum Ball Sizes:

<u>Caliper Minimum</u>	<u>Ball Diameter</u>	(Larger sizes increase proportionally)
3-1/2" to 4"	28"	
4" to 4-1/2"	30"	
4-1/2" to 5"	32"	
5" to 5-1/2"	34"	

- 2. Minimum Ball Depth:
 - Ball Diameter Depth
 - Less than 20" Not less than 75 percent of diameter.
 - 20" to 30" Not less than 65 percent of diameter.
 - 30" to 48" Not less than 60 percent of diameter.

3.07 CROWN PREPARATION

- A. Shade and Flowering Trees:
 - 1. Shade Trees: ISA Certified Arborist to selectively prune and thin crown to remove approximately one third of the branches. Preserve the basic shape and form of the tree, eliminate cross-branching and dead or diseased branches.

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2. ISA Certified Arborist to hand strip selected species of all leaves following pruning and before moving.
- B. Palms: Follow standard procedure for transplantation of palms as specified in Section 02900.

3.08 HAND DIGGING

- A. Burlapping is required. Trees that are burlapped for relocation shall comply and be handled in same manner as new plant material specified in Section 02900.

3.09 SPECIAL CONDITIONS

- A. Multi-Trunk Trees: Relocate multi-trunk tree as one unit. Measure trees by taking the aggregate total of all DBH measurements.
- B. Multi-Trunk Palms: Relocate multi-trunk palms as one. Palms shall be measured as follows:
 1. 50 percent of the value in dollars of the largest trunk in the grouping times the number of trunks in the clump.
- C. On/Off-site relocation:
 1. Relocation shall include root pruning, canopy pruning, on/off-site transportation, off-site storage, watering and maintenance, hauling and dumping of debris, and 90-day maintenance after final planting.
 2. If the tree or palm should die within the 90 day maintenance period, remove the tree, replace the material, and restore the site at no additional cost to the Owner.

3.10 CLEANING

- A. Site Clean-up:
 1. Upon completion of each day's work, thoroughly clean up the project site.
 2. Remove equipment, unused materials, deleterious material, and surplus excavated material.
 3. Fine grade all disturbed areas and the areas adjacent to the transplanted material to provide a neat and uniform site.
 4. All damaged or altered existing structures, as a result of the landscape work, shall be corrected.

END OF SECTION

SECTION 02930 – LAWNS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: The establishment of a complete and uniform lawn by sodding and/or hydromulching.
- B. Related Sections:
 - 1. Section 02810-Irrigation
 - 2. Section 02900-Planting

NOTE: This project is an existing park with existing irrigation, lawns and landscape. Contractors shall protect existing irrigation, lawns, landscape, etc. Any damage whatsoever to existing irrigation, landscape or lawns shall be repaired and replaced at contractor's expense.

1.02 QUALIFICATIONS

- A. Lawn work to be performed by a single firm specializing in commercial landscape work with a minimum of five (5) years experience on similar type projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

1.03 SCHEDULE OF VALUES

- A. Landscape subcontractor shall submit costs for GC schedule of values as follows:
 - 1. Irrigation Sleeving
 - 2. Irrigation Water Meter, Backflow, Permits, Testing
 - 3. Irrigation System
 - 4. Landscape Athletic Field Grading and Soil Mix
 - 5. Landscape Athletic Field Sod
 - 6. Landscape Planting, Materials, Installation, Warranty
 - 7. Landscape / Irrigation 90 Day Maintenance

1.03 SUBMITTALS

- A. Submittals shall be formatted electronically in a pdf file with a table of contents and tabs identifying each section. The following submittals are required for this section:
 - 1. Product Data: Manufacturer's specifications and application instructions for fertilizer.
 - 2. Hydromulch mixes, percentages, lbs per acre, etc. for SSP review and approval before application.
 - 3. Samples: Topsoil, compost, silica/masonry sand for SSP review and approval before installation.
 - 4. Certificates: Inspection certificate from Texas Department of Agriculture indicating sod has been found free of, insects and larvae.
 - 5. Certificates: Breakdown of seed types, percentages, and mixture composition.
 - 6. Sod Delivery Tickets: One per truckload indicating sod species, nursery certification, date and time of cutting. diseases

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1.04 DELIVERY, STORAGE AND HANDLING

- A. Sod Delivery: Have sod delivered within forty-eight hours of cutting. Stack sod with roots to roots, protected from exposure to elements during shipment.
- B. Storage: Lay sod as soon as practicable after delivery. If installation is delayed more than four hours, store sod under shade and keep constantly moist. Sod must be laid within forty-eight hours of cutting. Do not pile more than two foot depth of sod. Do not tear, stretch or drop sod. Do not allow soil to break free of turf roots.

1.05 PROJECT CONDITIONS

- A. Utility Construction: Do not lay sod or begin hydro-mulching until all underlying utility work is complete, trenches backfilled, compacted and graded, and topsoil placed and fine graded and sports fields laser leveled and approved by Owner/SSP.

1.06 MAINTENANCE/WARRANTY

- A. Maintenance Service: Maintain the work of this Section throughout construction until the Date of Substantial Completion and ninety (90) days thereafter until a complete and uniform lawn has been established and accepted by the Owner / SSP.
1. Establish hydro-mulched or sodded lawns per planting plans. Reapply hydro-mulch or re-sod as necessary until **full and uniform** coverage is obtained.
 2. Mow general lawn areas **at least once per week** to maintain height of grass at 2 inches for ‘common Bermuda grass’ and 1” for ‘Bermuda 419 sodded grass’ and or as directed by Owner/SSP. Mowing of general lawn areas may be carried out using standard rotary type mowing equipment.
 3. Mow Sports Fields **at least twice per week** to maintain an initial height of 1” for the establishment period then begin lowering the height over the next 90-days to achieve a final height of 5/8” to ¾”. Mowing of Sports Field areas shall be carried out using reel type mowers only. Rotary mowers will not be accepted for Sports Field maintenance.
 4. Trim/edge all lawn areas adjacent to watering basins, pavements, driveways, walls, structures, curbs, planting beds, edges and islands.
 5. Provide insect and disease control to maintain health of grass.
 6. Apply pre and post emergent herbicides as required or directed to control weed growth throughout the establishment and maintenance periods.
 7. Fertilize general lawn areas (minimum two applications) with balanced commercial grade lawn fertilizer until complete and uniform coverage is obtained.
 8. Fertilize Sports Field areas (minimum four applications) using a high nitrogen formula such as HJ 25-0-0 with Wolftrax or Scotts Sierrablen 27+5+5+Fe or Scotts Fairwaymaster 20+5+8 or approved equal.

Note: Submit fertilizer type for SSP review and approval prior to application. Depending on time of year, SSP may require a fertilizer that includes pre or post emergent herbicide.

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9. Verti-cut or de-thatch Sports Field turf at least one time at the end of the maintenance period.
10. Apply top dressing (clean inorganic sand-see below) to level any divots, depressions or low spots during the maintenance period. Top dressing must be completed utilizing a mechanical top dressing machine and applying a minimum of 1/2" depth sand layer over entire field surface. (approx. 90 cubic yards of sand required).
11. Irrigation:
 - a) If the irrigation system is operating, program and monitor the system to provide adequate water for grass.
 - b) If the irrigation system is not operating, hand water grass.
12. Submit receipts/dates of all maintenance operations to SSP Design for approval.
 - B. Warranty: Warranty shall cover all lawn grasses for a period of three months from the date of final acceptance. Final acceptance will not be approved until full and uniform lawns are completely established and proof of all fertilizations including receipts have been reviewed and accepted.

PART 2 PRODUCTS

2.01.1 MATERIALS

- A. Fill Soil (sub-grade): Fertile agricultural screened topsoil or amended topsoil from site with amendments as required by soil testing lab. Use of existing site soil is prohibited until a full soil analysis/test has been completed by a certified soil testing lab. Contractor to provide testing of at least two samples from the existing soil proposed for use and submit soil test listed below for SSP / Owner review and approval. Use of existing soil for grading and fill is not acceptable until test results have been submitted and approved.
<https://www.soilkits.com/so55.html> SO-55♣ TPSL® Turfgrass, Lawns & Athletic Fields Specific Test, Item# SO-55, Texas Plant & Soil Lab, Main Phone 956-383-0739, Fax Line 956-383-0730, Address 4915 West, Monte Cristo Road, Edinburg TX 78541
- B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 5.4 and maximum 7.0; organic matter to exceed 1.5%, magnesium to exceed 100 units; phosphorus to exceed 150 units; potassium to exceed 120 units; soluble salts/conductivity not to exceed 900 ppm/0.9 mmhos/cm in soil.
- C. Sand: For athletic/sports fields. Silica sand, clean, screened and free of debris. (Mathis Sand, Wright Materials Plant-3, Tel. (361) 387-0293 or approved equal). Also for use with top dressing as required by item 10 above.
- D. Sod: (See schedule for type). Provide premium #1 certified sod grown in a sod nursery on sandy soil, at least 1 yr. old with a heavy top and a strong, well-knit root system, and not more than five percent weeds or foreign grasses. Palleted sod is acceptable for general lawn areas. Large Roll sod (42" width rolls) is required for athletic fields. (King Ranch Turf Grass or approved equal)

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- E. Hydromulch Material. Material for hydraulic mulching shall consist of virgin wood fibers manufactured expressly from clean whole wood chips. The chips shall be processed in such a manner as to contain no growth or germination inhibiting factors. Fiber shall not be produced from recycled materials such as sawdust, paper, cardboard, or residue from pulp and pure plants. The wood cellulose fiber mulch shall be dyed green to aid in visual metering during application. The dye shall be biodegradable and not inhibit plant growth. The wood cellulose fibers of the mulch must maintain uniform suspension in water under agitation. Upon application, the moist material shall form a blotter-like mat covering the ground. This mat shall have the characteristics of moisture absorption, percolation, and shall cover and hold seed in contact with the soil. The Contractor shall obtain certifications from suppliers that laboratory, field-testing of their product has been accomplished, and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch. Terra-Mulch Terra-Blend with UltraGro or approved equal.
- F. Fertilizer: Starter fertilizer (BCF 15-15-15) shall be used in hydro-mulch mix. The Contractor shall provide a Soil Analysis Report and shall use report to determine quantity and ratio of fertilizer for sustained growth of grass.
- G. Soil and Mulch Tackifier: Tackifier used with mulch shall be organic. Tackifier shall be mixed and applied with the hydromulch at an appropriate rate to stabilize soils and minimize erosion. Tackifier shall be pH stable with fertilizer and shall hydrate and disperse in mixing tank with water and other materials to form homogeneous slurry. Tackifier shall leave loose, chain-like stabilizing film on surface of soil, allow moisture to percolate into soil during seed germination and seedling growth, and break itself down through microbial action. Tackifier shall not inhibit plant germination or growth.
1. Organic Tackifier. Organic tackifier shall be, starch-based tackifier formulated for use with conventional mulches. Active ingredient in tackifier shall be 100 percent derived from plant starch.
 2. Dry powder tackifier shall be blended with insolubilizer. After blending and mixing with water, tackifier shall swell, become sticky, and be suitable for use during heavy rain. Tackifier shall be applied at rate of 80 pounds per acre. Emulsion shall cure on surface of soil and become insoluble. Tackifier shall not inhibit plant germination or growth.
- H. Fertilizer: 12-4-8 (N-P-K), formulated for slow-release Nitrogen.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine the site and conditions under which this work is to be performed. Have the installer notify the Contractor in writing, with a copy to SSP Design, if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to installer. Beginning of work indicates acceptance of the site as satisfactory by the installer.

3.02 PREPARATION

- A. Topsoil: Refer to Section 02900 'Landscaping' for topsoil amendment.

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- B. Site Preparation: Contractors must visit and review site prior to bidding. Compacted soils and sub-soils from construction activities must be ripped and tilled until a loose, friable and free-draining condition is met. All existing weeds, grass, stabilized sub-base material, rubble, excavated soil and other material shall be removed from the site and disposed of by the contractor prior to starting any new landscape work. Soil conditions around entire site must be approved by SSP Design prior to rough and finished grading operations. Contractor shall not install any fill or topsoil in landscape areas prior to site condition approval by SSP Design.

3.03 INSTALLATION – HYDROMULCH / SOD

- A. All exterior ground within the limit of contract or any damaged adjacent areas, except surfaces occupied by structures and paving, except areas indicated to be undisturbed, shall be seeded, hydromulched, sodded or planted as shown on drawings. Furnish topsoil (if required or specified in plans/schedules), provide finish grading, prepare seed bed, seed, hydromulch, sod and maintain areas as indicated on the drawings.
- B. Lawn Area Preparations - Grade areas to finish grades, filling as needed or removing surplus material. Float all lawn areas to a smooth, uniform grade as indicated on engineers grading plans. All lawn areas shall slope to drain away from structures and planting beds. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs, catch basin, elevational steps or structures) and elevations shown on plans. Contractor to ensure proper drainage around all structures. Adjust grades as necessary to direct water away from structures and planting beds. Report any discrepancies on all drainage issues in writing to SSP Design or the project engineer.
- C. Roll, scarify, rake and level as necessary to obtain true, even lawn surfaces. All finish grades shall meet approval of the SSP, before seeding/hydromulching operations. Loosen soil to a depth of three inches (3") in lawn areas by approved method of scarification and grade to remove edges and depressions. Remove stones or foreign matter over one half inch (1/2") in diameter from the top two inches (2") of soil. Float lawn areas to finish grades as shown on civil plans. Install topsoil over prepared subbase if included in materials schedules or as required to allow for a proper seed bed for germination and strong healthy growth of hydromulch or sod.
- D. Lawn areas should be permitted to settle or should be firmed by rolling before hydromulching or sodding.
- E. Hydromulching shall not be performed in windy weather.
- F. Lawn areas shall be seeded by hydro-mulching evenly with an approved mechanical hydro-mulcher at the rate of a minimum of three (5) pounds per 1,000 square feet. In areas inaccessible to hydro-mulching equipment, the seeded ground shall be lightly raked with flexible rakes and rolled with a water ballast roller. After rolling, seeded areas are to be lightly mulched with wheat straw or approved material.
- G. Lawns shall be maintained by the Contractor for at least 90 days after substantial completion or as long as necessary to establish a uniform stand of the specified grasses,

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or until final acceptance of lawns, whichever is later.

- H. Water hydromulched / sodded areas to a minimum depth of six inches (6") with a fine spray as necessary to the equivalent of one inch (1") per week. Increase or decrease watering based on season and weather / rainfall amounts.
- I. The surface layer of soil for hydromulched areas must be kept moist during the germination period. Set irrigation controller to short (5 minute) cycles, multiple times per day to keep hydromulch moist but prevent runoff and erosion. Any eroded areas of hydromulch must be regraded and re-hydromulched.
- J. Sod shall be installed to all areas as indicated on plans.
- K. Sod Bed Preparation – See A, B, C, D above. All lawn areas are to slope to drain.
- L. Sod shall be laid within 48hrs of being cut or 24 hours after delivery to the project site. Only healthy vigorous growing sod is to be laid. Any stressed or yellowing sod shall be rejected.
- M. Always lay sod across slope and tightly together so as to make a solid area. All rolls or pieces of sod must be butt-jointed with no open joints. Any open joints will require clean sand or topsoil fill and re-leveling and rolling.
- N. Roll all new sod sufficiently to set or press sod into underlying soil and provide a smooth and even finished surface. Mechanical 2 ton roller or equivalent is required.
- O. After sodding has been completed, clean up and thoroughly moisten by sprinkler newly sodded areas.
- P. Make weekly inspections to determine the moisture content of the soil and adjust the watering schedule established by the irrigation system installer to fit conditions
- Q. After grass growth has started, all areas or parts of areas, which fail to show a uniform stand of grass for any reason whatsoever shall be re-hydromulched or sodded in accordance with the plans and as specified herein. Such areas and parts of areas shall be hydromulched or sodded repeatedly until all areas are covered with a full and uniform stand of grass at no additional cost to the Owner.
- R. Watering shall be done in such a manner and as frequently as is deemed necessary by SSP to assure continued growth of healthy grass. All areas of the site shall be watered in such a way as to prevent erosion due to excessive quantities applied over small areas and to avoid damage to the finished surface due to the watering equipment.
- S. Water for the execution and maintenance of this work shall be provided by the Owner at no expense to the Contractor. The Contractor shall, however, furnish his own portable tanks, pumps, hose, pipe, connections, nozzles, and any other equipment required to transport the water from the available outlets and apply it to the seeded area in an approved manner.
- T. Mowing of the seeded, hydromulched or sodded areas shall be initiated when the grass

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has attained a height of one and one-half to two inches (1-1/2" to 2"). Grass height shall be maintained between one and one and one-half inches (1 to 1½") at subsequent cutting depending on the time of year. Not more than one third (1/3) of the grass leaf shall be removed at any cutting and cutting shall not occur more than seven (7) days apart.

- U. When the amount of grass is heavy, it shall be removed to prevent destruction of the underlying turf. If weeds or other undesirable vegetation threaten to smother or takeover the planted species, such vegetation shall be mowed or, in the case of rank growths, shall be uprooted, raked and removed from the area by methods approved by the SSP.
- V. Protect hydromulched / sodded areas against trespassing and damage while the grass is germinating and/or growing in. Furnish and install fences, signs, barriers or any other necessary temporary protective devices. Damage resulting from trespass, erosion, washout, settlement or other causes shall be repaired by the Contractor at his expense.
- W. Remove all fences, signs, barriers or other temporary protective devices after final acceptable.

3.04 FERTILIZING – GRASS

- A. General lawn areas shall have fertilizer applied in two (2) applications with a thorough watering immediately following each application. The first application shall be one (1) week after the hydro-seeding using a ‘starter fertilizer’ at manufacturer’s recommended rates. The second application shall be done after 30-60 days with an approved turf builder fertilizer at manufacturer’s recommended rates and as approved by SSP.
- B. Sports Field areas shall have a minimum of four (4) applications with a thorough watering immediately following each application. The first application shall be one (1) week after the hydro-seeding using a ‘starter fertilizer’ at manufacturer’s recommended rates. Subsequent applications shall be done after 30 days, 60 days and 90 days with a balanced or higher nitrogen fertilizer at manufacturer’s recommended rates and as approved by SSP.
- C. Soil analysis and time of year shall be considered with SSP to determine fertilizer type, composition and final application rates. Submit fertilizer type and analysis to SSP for approval before any application. Document fertilizer application with photos and receipts of fertilizer purchases.

3.05 CLEANUP AND PROTECTION

- A. Remove debris from landscaped areas daily and sweep clean adjacent pavements, if soiled by landscape activities.
- B. Protect lawns from any type of damage, theft or vandalism until final acceptance. Install stakes and flagging or temporary fencing if required to keep traffic off newly established lawn areas until final acceptance.

END OF SECTION

SECTION 03010 CONCRETE WORK

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section.

DESCRIPTION OF WORK:

Extent of concrete work shown on drawings.

Concrete paving and walks are specified in Division 2.

Precast concrete is specified in other Division 3 sections.

QUALITY ASSURANCE:

Codes and Standards: Comply with provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified:

ACI 301 "Specifications for Structural Concrete for Buildings".

ACI 318 "Building Code Requirements for Reinforced Concrete."

Concrete Reinforcing Steel Institute, "Manual of Standard Practice".

Concrete Testing Service: The Owner shall employ a testing laboratory to perform material evaluation tests and to design concrete mixes.

Materials and installed work may require testing and retesting, as directed by Architect, at any time during progress of work. Allow free access to material stockpiles and facilities. Tests, including retesting of rejected materials and installed work, shall be done at Contractor's expense.

SUBMITTALS:

Product Data: Submit manufacturer's product data with application and installation instructions for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry shake finish materials, and others as requested by Architect.

Shop Drawings; Reinforcement: Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required at openings through concrete structures.

Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design test as specified.

PART 2 PRODUCTS

FORM MATERIALS:

Forms for Exposed Finish Concrete: Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal framed plywood faced or other acceptable panel type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.

Forms for Unexposed Finish Concrete: Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

Form Coatings: Provide commercial formulation form coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

REINFORCING MATERIALS:

Reinforcing Bars (Rebar): ANSI/ASTM A 615, Grade 60, deformed. No. 3 bars may be grade 40.

Welded Wire Fabric (WWF): ANSI/ASTM A 185, welded steel wire fabric.

Supports for Reinforcement: Provide brick bat supports for reinforcement for supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations, unless otherwise acceptable.

For slabs on grade: Use Brick bats (1/2 of full brick) to support slab and beam reinforcing.

For exposed to view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

CONCRETE MATERIALS:

Portland Cement: ANSI/ASTM C 150, Type I.

Use one brand of cement throughout project, unless otherwise acceptable to Architect.

Normal Weight Aggregates: ANSI/ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.

Water: Potable.

Moisture Barrier: Provide moisture barrier cover over prepared base material where indicated. Use only materials which are resistant to decay when tested in accordance with ANSI/ASTM E 154, as follows:

Clear Polyethylene Sheet not less than 6 mils thick.

Chemical Hardener (ChHd Fn): Colorless aqueous solution containing a blend of magnesium flousilicate and zinc flousilicate combined with a wetting agent, containing not less than 2 lbs. of flousilicates per gal.

Non slip Aggregate Finish (NSAg Fn): Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non slip finish with emery aggregate containing not less than 40% aluminum oxide and not less than 25% ferric oxide. Use material that is factory graded, packaged, rust proof and non glazing, and is unaffected by freezing, moisture and cleaning materials.

Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.

Moisture Retaining Cover: One of the following, complying with ANSI/ASTM C 171.

10 mil polyethylene vapor barrier (clear).

Liquid Membrane Forming Curing Compound: (Typical): ASTM C309 Type 1; approved by Asphalt and Vinyl Composition Tile Institute; 30% minimum solids content.

Products: offered by manufacturers to comply with the requirements for membrane forming curing compounds include the following:

"Klearseal"; Setcon Industries.
"Floor Coat"; The Euclid Chemical Corp.
"MB 429"; Master Builders
"Kure N Seal 800"; Sonneborn Contech.
"Klorkure 800"; Setcon Industries.
"Clear Seal 800"; W. R. Grace
"Dress and Seal"; L & M Construction Chemicals.
"Sealco 800"; Gifford Hill.

Note: Verify that selected product will not affect bonding of subsequent wall finishes or floor coverings.

PROPORTIONING AND DESIGN OF MIXES:

Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Architect.

Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Architect.

Design mixes to provide normal weight concrete with the following properties unless otherwise noted on the structural drawings, as indicated on drawings and schedules:

All concrete, except curb concrete, shall be flowable concrete comprised of:

1. Not less than 470# (5 sacks) of cement Type I per yard of concrete. (Unless water reducing agent is provided.)

2. Water reducer shall be used equal to WRDA No. 79, 20 oz. per yard by manufacturer by Grace Chemical.
3. Air 2% to 5 %.
4. 5" max. slump after additive placed in mix.
5. All concrete shall have a minimum compressive 28 day strength of 3,000 PSI. (Unless noted otherwise on construction drawings.)

Design Test cylinders and compression breaks of the above mix shall be submitted to the Architect/Engineer for approval. Should cylinders fail to meet specifications, the cement added shall be increased to satisfy the required strength.

Curb concrete shall be 4 sack per yard minimum cement factor and have a w/c maximum ratio of 0.65 with a minimum 28 day compressive strength of 2,500 PSI. Max slump shall be 3".

CONCRETE MIXES:

Ready Mix Concrete: Comply with requirements of ANSI/ASTM C 94, and as herein specified.

Addition of water to the batch will not be permitted.

During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.

When air temperature is between 85 degrees F (30 degrees C) and 90 degrees F (32 degrees C), reduce mixing and delivery time from 1 1/2 hours to 75 minutes, and when air temperature is above 90 degrees F (32 degrees C), reduce mixing and delivery time to 60 minutes. Ice or other means of cooling shall be added to mix should concrete exceed 95 deg. F.

Admixtures:

Use air entraining in all concrete, unless otherwise shown or indicated. Add air entraining admixture at the manufacturer's prescribed rate to result in concrete at point of placement having air content within the following limits: 2% to 5% air.

When air entrainment is used, reduce the maximum water content of the design mixes.

A water reducing additive such as Master Builders' Pozzolite or Gifford Hills' PSI shall be used for all concrete. Such shall be used in strict compliance with manufacturer's recommendations, such as to provide a flowable mix.

Use amounts of admixtures as recommended by the manufacturer for climate conditions prevailing at the time of placing. Adjust quantities of admixtures as required to maintain quality control. All such shall be subject to approval of the Engineer and Architect.

Calcium Chloride: Do not use calcium chloride in concrete, except as otherwise authorized in writing by the Architect. Do not use any admixtures containing calcium chloride where concrete is placed against any galvanized steel, post tension steel or in any mix using high early strength cement.

PART 3 EXECUTION

FORMS:

Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position. Use wood forming for the full surfaces of the exterior side of all grade beams.

Design formwork to be readily removable without impact, shock or damage to cast in place concrete surfaces and adjacent materials.

Construct forms to sizes shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.

Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.

Chamfer exposed corners and edges as indicated, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.

Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

PLACING REINFORCEMENT:

Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support

reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

Chuting of concrete in excess of 25' (twenty five feet) of slab perimeter is not approved. "Pumping Placement" of all concrete shall be required of all foundation work beyond 25' (twenty five feet) of perimeter.

JOINTS:

Construction Joints: Locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure, as acceptable to Architect.

Provide keyways at least 1 1/2" deep in construction joints in walls, slabs and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.

Place construction joints perpendicular to the main reinforcement. Continue reinforcement across construction joints.

Joint sealant materials are specified in Division 7 sections of these specifications.

INSTALLATION OF EMBEDDED ITEMS:

General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast in place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.

Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike off templates or accepted compacting type screeds.

PREPARATION OF FORM SURFACES:

Coat contact surfaces of forms with a form coating compound before reinforcement is placed.

Thin form coating compounds only with thinning agent of type, and in amount, and under conditions of form coating compound manufacturer's directions. Do not allow excess form coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

CONCRETE PLACEMENT:

Contractor shall notify Architect's office 48 hours prior to placement of concrete for on-

site visual inspection by Structural Engineer.

Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

General: Comply with ACI 304 and as herein specified.

Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

Consolidate placed concrete by mechanical vibrating equipment supplemented by hand spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.

Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.

Maintain reinforcing in proper position during concrete placement operations.

Cold Weather Placing: Place no concrete when temperature is less than 40 degrees F or 45 degrees F and falling.

Hot Weather Placing: When hot weather conditions exist that would seriously impair

quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

Cover reinforcing steel with water soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

Wet forms thoroughly before placing concrete.

FINISH OF FORMED SURFACES:

Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

Smooth Form Finish: For formed concrete surfaces exposed to view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, painting or other similar system. This is as cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed.

Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment, not later than one day after form removal.

Moisten concrete surfaces and rub with carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.

Related Uniformed Surfaces: At tops of walls, horizontal offsets surfaces occurring adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

MONOLITHIC SLAB FINISHES:

Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.

After placing slabs, plane surface to a tolerance not exceeding 1/2" in 10' when tested with a 10' straightedge. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set, with stiff brushes, brooms or rakes.

Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand bed terrazzo, and as otherwise indicated.

After screening, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power driven floats, or both. Consolidate

surface with power driven floats, or by hand floating if area is small or inaccessible to power units. Check and level surface plane to a tolerance not exceeding 1/4" in 10' when tested with a 10' straight edge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed to view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint or other thinfilm finish coating system.

After floating, begin first trowel finish operation using a power driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding

1/8" in 10' when tested with a 10' straightedge. Grind smooth surface defects which would telegraph through applied floor covering system.

Non Slip Broom Finish: Apply non slip broom finish to exterior concrete platforms, steps and ramps, and elsewhere as indicated.

Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

Chemical Hardener Finish: Apply chemical hardener finish to interior concrete floors where indicated. Apply liquid chemical hardener after complete curing and drying of the concrete surface. Dilute liquid hardener with water, and apply in 3 coats; first coat, 1/3 strength; secondcoat, 1/2 strength; third coat, 2/3 strength. Evenly apply each coat, and allow 24 hours for drying between coats.

Apply proprietary chemical hardeners, in accordance with manufacturer's printed instructions.

After final coat of chemical hardener solution is applied and dried, remove surplus hardener by scrubbing and mopping with water.

Non slip Aggregate Finish: Apply non slip aggregate finish to concrete stair treads, platforms, ramps, and elsewhere as indicated.

After completion of float finishing, and before starting trowel finish, uniformly spread 25 lbs. of dampened non slip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as herein specified.

After curing, lightly work surface with a steel wire brush, or an abrasive stone, and water to expose non slip aggregate.

CONCRETE CURING AND PROTECTION:

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.

Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

Curing Methods: Perform curing of concrete by moist curing, by moisture retaining cover curing, by curing compound, and by combinations thereof, as herein specified.

Provide moisture curing by following methods.

Keep concrete surface continuously wet by covering with water.

Continuous water fog spray.

Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.

Provide moisture cover curing as follows:

Cover concrete surfaces with moisture retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

Provide curing compound to slab as follows:

Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's directions. Recoat areas immediately after initial application. Maintain continuity of coating and repair damage during curing period. Apply 2 separate coatings of spray cure. Second coat shall be applied in a pattern at 90 deg. to the first coat.

Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials, unless otherwise acceptable to Architect.

Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of appropriate curing compound. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture retaining cover, unless otherwise directed.

REMOVAL OF FORMS:

Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 degrees F. (10 degrees C) for 24 hours after placing concrete, provided concrete is

sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field cured specimens representative of concrete location or members.

Form facing material may be removed 4 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

RE USE OF FORMS:

Clean and repair surfaces of forms to be re used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.

When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Architect.

MISCELLANEOUS CONCRETE ITEMS:

Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in place construction. Provide other miscellaneous concrete filling shown or required to complete work.

Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

CONCRETE SURFACE REPAIRS:

Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect.

Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water and brush coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.

For exposed to view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.

Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.

Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non reinforced sections regardless of width, spalling, pop outs, honeycomb, rock pockets, and other objectionable conditions.

Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.

Correct low areas in unformed surfaces during, or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Architect.

Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.

Repair isolated random cracks and single holes not over 1" in diameter by dry pack method. Groove top of cracks and cut out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry pack, consisting of one part portland cement to 2 1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.

Use epoxy based mortar for structural repairs, where directed by Architect.
Repair methods not specified above may be used, subject to acceptance of Architect.

QUALITY CONTROL TESTING DURING CONSTRUCTION:

The Owner will employ a testing laboratory to perform other tests and to submit test reports.

Sampling and testing for quality control during placement of concrete may include the following, as directed by Architect.

Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.

Slump: ASTM C 143; the first three trucks will be tested for adequate slump, and every fifth truck thereafter. Those trucks exceeding the maximum 5" slump WILL NOT BE ACCEPTED.

Compression Test Specimen: ASTM C 31; one set of 3 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field cure test specimens are required. All making and handling of test specimens shall be by Laboratory personnel.

Compressive Strength Tests: ASTM C 39; one set for each 50 cu. yds. or fraction thereof, of each concrete class placed in any one day for each 5,000 sq. ft. of surface area placed: 1 specimen tested at 7 days, 1 specimens tested at 28 days, and one specimen retained in reserve for later testing if required.

Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive by more than 500 psi.

Test results will be reported in writing to Architect and Contractor on same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7 day tests and 28 day tests.

Additional Tests: The testing service will make additional tests of in place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

END OF SECTION 03010

SECTION 05500 - METAL FABRICATIONS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

SUMMARY

This section includes the following metal fabrications:

Lintels
Trench Grate Covers

Miscellaneous framing and supports for the following:

Related Sections: The following sections contain requirements that relate to this section.

DEFINITIONS

SUBMITTALS:

General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

Product Data: for products used in miscellaneous metal fabrications, including paint products and grout.

Shop Drawings: Submit shop drawings for fabrication and erection of miscellaneous metal fabrications. Include plans, elevations and details of sections and connections. Show anchorage and accessory items. Provide templates for anchors and bolts specified for installation by other sections.

Samples: representative of materials and finished products as may be requested by Architect.

QUALITY ASSURANCE

Fabricator Qualifications: Firm experienced in successfully producing metal fabrications similar to that indicated for this project, with sufficient production capacity to produce required units without causing delay in the work.

Installer Qualifications: Arrange for installation of metal fabrications specified in this section by same firm that fabricated them.

Qualify welding processes and welding operators in accordance with AWS D1.1 "Structural Welding Code - Steel," D1.3 "Structural Welding Code - Sheet Steel", and D1.2 "Structural Welding Code - Aluminum."

Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

PROJECT CONDITIONS

Field Measurements: Check actual locations of walls and other construction to which metal fabrications must fit, by accurate field measurements before fabrication; show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay of Work.

Where field measurements cannot be made without delaying the Work, guarantee dimensions and proceed with fabrication of products without field measurements. Coordinate construction to ensure that actual opening dimensions correspond to guaranteed dimensions. Allow for trimming and fitting.

PART 2 - PRODUCTS:

FERROUS METALS:

Metal Surfaces, General: For metal fabrications exposed to view upon completion of the Work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials whose exposed surfaces exhibit pitting, seam marks, roller marks, rolled trade names, roughness, and, for steel sheet, variations in flatness exceeding those permitted by reference standards for stretcher-leveled sheet.

- A. Structural-Steel Shapes: ASTM A 572 or ASTM A 992 (Fy=50 ksi)
- B. Structural steel pipe: ASTM A53, standard weight (Schedule 40), black finish.
- C. Steel Tubing: Cold-formed steel tubing complying with ASTM A 500, GR B.
- D. Plates, bars and angles: ASTM A36.
- E. Anchor Rods, Bolts, Nuts: ASTM A 36.
- F. Bolts, Nuts, and Washers: ASTM A 325, Type 1, high-strength heavy hex steel structural bolts, heavy hex carbon-steel nuts, and hardened carbon-steel washers, uncoated.
- G. Primer: Lead- and chromate-free, nonasphaltic, rust-inhibiting primer.

For exterior installations and where indicated, provide fabrications with hot-dip galvanized coating.

Uncoated Structural Steel Sheet: Product type (manufacturing method), quality, and grade, as follows:

- A. Cold-Rolled Structural Steel Sheet: ASTM A 611, grade as follows:
- B. Grade A, unless otherwise indicated or required by design loading.
- C. Hot-Rolled Structural Steel Sheet: ASTM A 570, grade as follows:
- D. Grade 30, unless otherwise indicated or required by design loading.

Uncoated Steel Sheet: Commercial quality, product type (method of manufacture) as follows:

- A. Cold - Rolled Steel Sheet: ASTM A 366.
- B. Hot - Rolled Steel Sheet: ASTM A 569

Galvanized Steel Sheet: Quality as follows:

- A. Structural Quality: ASTM A 446; Grade A, unless another grade required for design loading, and G90 coating designation unless otherwise indicated.
- B. Commercial Quality: ASTM A 526, G90 coating designation unless otherwise indicated.
- C. Type S, Grade A standard weight (schedule 40), unless otherwise indicated, or another grade or weight or both required by structural loads.

Provide Hot Dipped Galvanized finish for exterior installations and where indicated.

Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.

Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron, ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers, and shims as required, hot-dip galvanized per ASTM A 153.

Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for the metal alloy to be welded.

GROUT AND ANCHORING CEMENT

Non-shrink Nonmetallic Grout: ASTM C 1107; recommended by manufacturer for exterior applications.

Available Products: Subject to compliance with requirements, products that may be incorporated in the work include but are not limited to the following:

Products: Subject to compliance with requirements, provide one of the following:

Non-shrink Nonmetallic Grouts:

"Basal Construction Grout"; W. R. Bonsal Co.

"Euco N-S Grout"; Euclid Chemical Co.

"Kemset"; Chem-Masters Corp.

"Masterflow 713"; Master Builders.

"Sealtight 588 Grout"; W. R. Meadows, Inc.

"SonogROUT"; Sonneborn Building Products Div., Rexnord Chemical Products, Inc.

"Five Star Grout"; U. S. Grout Corp.

"Vibropruf #11"; Lambert Corp.

Fasteners:

General: Provide zinc coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.

- A. Bolts and Nuts: Regular Hexagon head type, ASTM A 307, Grade A.
- B. Lag Bolts: Square head type, FS FF-B-561.
- C. Machine Screws: Cadmium plated steel, FS FF-S-92.
- D. Wood Screws: Flat head carbon steel, FS FF-W-92.
- E. Plain Washers: Round, carbon steel, FS FF-W-92.
- F. Drilled- In Expansion Anchors: Expansion anchors complying with FS FF-S-325, Group VIII (anchors, expansion, (non-drilling), Type I(internally threaded tubular expansion anchor); and machine bolts complying with FS FF-B-575, Grade 5.
- G. Toggle Bolts: Tumble-wing type, FS FF-B-588, type, class, and style as required.
- H. Lock Washers: Helical spring type carbon steel, FS FF-W-84.

Paint:

Shop Primer for Ferrous Metal: Manufacturer's or fabricator's standard, fast-curing,

lead-free, universal modified alkyd primer selected for good resistance to normal atmospheric corrosion, for compatibility with finish paint systems indicated, and for capability to provide a sound foundation for field-applied topcoats despite prolonged exposure complying with performance requirements of FS TT-P-645.

Galvanizing Repair Paint: High zinc dust content paint for re-galvanizing welds in galvanized steel, with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD - P- 21035 or SSPC-Paint-20.

Bituminous Paint: Cold-applied asphalt mastic complying SSPC-Paint 12 except containing no asbestos fibers.

Zinc Chromate Primer: FS TT-P-645.

Fabrication:

Fabrication shop shall have a minimum of three years experience in the field of steel fabrication. Steel erector shall have same minimum experience.

Allow for thermal movement resulting from the following maximum change (range) in ambient temperature in the design, fabrication, and installation of installed metal assemblies to prevent buckling, opening up of joints, and overstressing of welds and fasteners. Base design calculations on actual surface temperatures of metals due to both solar heat gain and nighttime sky heat loss.

Temperature Change (Range): 100 deg F (55.5 deg C).

General: Shear and punch metals cleanly and accurately. Remove burrs and ease exposed edges. Form bent-metal corners to smallest radius possible without impairing work.

Submit shop drawings of all structural steel members. Shop drawings shall include fabrication piece drawings and field erection drawings. Structural construction drawings shall not be photocopied and submitted. Contractor to provide electronic copies for engineering review.

Welding: Weld corners and seams continuously. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. At exposed connections, finish welds and surfaces smooth with contour of welded surface matching those adjacent. Fabrication shop shall provide AWS welder certifications as requested by owner's engineer.

Fabricate loose lintels from steel angles. Loose lintel angles shall be hot dipped galvanized unless noted other wise.

Fabricate steel pipe columns with steel top plates drilled for connection bolts and welded to pipe with continuous fillet weld same size as pipe wall thickness.

1. Provide base plates as scheduled on construction documents.

Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.

Provide for anchorage of type indicated, coordinated with supporting structure.

Fabricate and space anchoring devices to provide adequate support for intended use.

Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.

Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.

ERECTION

Perform cutting, drilling, and fitting required for installing miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack.

Fit exposed connections accurately together to form hairline joints.

All bolted moment connection shall have high strength bolts using "Turn-of-Nut" method according to RCSC's specification structural joints using ASTM A325 or A490 Bolts and AISC "Manual of Steel Construction".

A qualified independent inspector shall be hired by the contractor to provide inspection of all bolted and welded connections.

END OF SECTION 05500

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Definition: Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Types of work in this section include rough carpentry for:

Finish carpentry is specified in another section within Division 6.

REFERENCES:

Lumber Standards: Comply with PS 20 70 and with applicable rules of the respective grading and inspecting agencies for species and products indicated.

Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provision, with applicable APA Performance Standard for type of panel indicated.

SUBMITTALS:

Wood Treatment Data: Submit treatment manufacturer's instructions for proper use of each type of treated material.

Preservative Treatment: For each type specified, include certification by treating plant stating type of preservative retained and conformance with applicable standards.

For water borne treatment, include statement that moisture content of treated materials was reduced to a maximum of 15% prior to shipment to project site.

PRODUCT HANDLING:

Delivery and Storage: Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels; provide for air circulation within stacks.

JOB CONDITIONS:

Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work.

PART 2 PRODUCTS

LUMBER, GENERAL:

Factory mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.

Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.

Provide dressed lumber, S4S, unless otherwise indicated.

Provide seasoned lumber with 19% maximum moisture content at time of dressing.

Framing Lumber (2" through 4" thick) (Wd Frm):

For light framing (less than 6" wide), provide "Stud" grade lumber for stud framing and "Standard" grade for other light framing, any species.

For light framing (less than 6" wide), provide the following grade, any species:

For structural framing (6" and wider and from 2" to 4" thick), provide the following grade and species:

Select Structural grade.

No. 1 grade.

No. 2 grade.

No. 3 grade.

Any species of the specified grade.

Any species and grade which meets or exceeds the following values:

Fb (minimum extreme fiber stress in bending); 1500 psi.

E (minimum modulus of elasticity); 1,500,000 psi.

Exposed Framing Lumber (2" through 4" thick):

Where framing will not be concealed by other work, provide the following grade and species:

Douglas Fir, Appearance Framing (WCLB or WWPA).

Southern Pine, Appearance Grade, Kiln Dried (SPIB).

Redwood Clear All Heart (RIS).

Boards (less than 2" thick).

Exposed Boards: Where boards will be exposed in the finished work, provide the following:

Moisture Content: 19% maximum, "S DRY."

Where painted finish is indicated, provide Southern Pine, No. 2 Boards per SPIB, or Douglas Fir Construction Boards (WCLB or WWPA).

Concealed Boards: Where boards will be concealed by other work, provide lumber of 19% maximum moisture content (S DRY) and of following species and grade:

Board Sizes: Provide sizes indicated or, if not indicated (for sheathing, sub flooring and similar uses), provide 1" x 8" boards.

MISCELLANEOUS, LUMBER:

Provide wood for support or attachment of other work including cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:

Moisture content: 15% maximum for lumber items not specified to receive wood preservative treatment.

Grade: Construction Grade light framing size lumber of any species or board size lumber as required. Provide construction grade boards (RIS or WCLB) or No. 2 boards (SPIB or

WWPA).

PLYWOOD (Pwd):

Trademark: Identify each plywood panel with appropriate APA trademark.

Plywood Decking / Sheathing: Refer to Structural.

Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant treated plywood panels with grade designation, APA C-D PLUGGED INT with exterior glue, in thickness indicated, or, if not otherwise indicated, not less than ½".

Plywood Exterior Sheathing: Provide fire-retardant treated plywood panels with grade designation, APA C-D plugged exterior with exterior glue in thickness shown.

MISCELLANEOUS MATERIALS:

Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices.

Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommended nails.

Where rough carpentry work is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners and anchorages with a hot dip zinc coating (ASTM A 153).

WOOD TREATMENT:

Preservative Treatment: Where lumber or plywood is indicated as "Trt Wd" or "Treated," or is specified herein to be treated, comply with applicable requirements of AWPB Standards C2 (Lumber) and C9 (Plywood) and of AWPB Standards listed below. Mark each treated item with the AWPB Quality Mark Requirements.

Pressure treat above ground items with water borne preservatives complying with AWPB LP 2. After treatment, kiln dry to maximum moisture content, respectively of 19% and 15%. Treat indicated items and the following:

Wood cants, nailers, curbs, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

Inspect each piece of treated lumber or plywood after drying and discard damaged or defective pieces.

BARRIER MEMBRANE AND FLASHING:

Membrane over Plywood (exterior): Acceptable Product: Sharkskin Ultra SA™ as manufactured by: Kirsch Building Products LLC, 1464 Madera Road, Suite 387, Simi Valley, CA 93065; Tel: (805) 750-0084 Fax: 805-526-1116; www.sharkskin.us.

Provide a self-adhered roof underlayment that has passed the requirements set forth in ICC/ES Report 1708 and Miami/Dade TAS 103.

PART 3 – EXECUTION

INSTALLATION, GENERAL:

Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted.

Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards.

Countersink fasteners on exposed carpentry work and fill holes.

Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

WOOD GROUNDS, NAILERS, BLOCKING AND SLEEPERS:

Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.

Provide permanent grounds of dressed, preservative treated, key beveled lumber not less than 1 1/2" wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

Fire stop concealed spaces with wood blocking not less than 2" thick, if not blocked by other framing members. Provide blocking at each building story level and at ends of joist spans.

Installation of Plywood:

General: Comply with applicable recommendations contained in Form No. E 304, "APA Design/Construction Guide Residential & Commercial," for types of plywood products and applications indicated.

Fastening Methods: Fasten panels as indicated below:

Sheathing: Screw to framing.

Plywood Backing Panels: Screw to supports.

END OF SECTION 06100

SECTION 07410 - PREFORMED ROOFING AND SIDING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of each type of preformed roofing and siding is indicated on the drawings and by provisions of this section. Provide exposed flashing gutters and trim to match.

Preformed roofing/siding is hereby defined to include panels which are structurally capable of spanning between supports spaced as indicated.

The types of panels required include the following:

Formed sheet panels, intended for lapped seam installation.

QUALITY ASSURANCE:

Field Measurements: Where possible, prior to fabrication of prefabricated panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units where final dimensions cannot be established prior to fabrication.

SUBMITTALS:

Product Data: Submit manufacturer's product specifications, standard details, certified product test results, installation instructions and general recommendations, as applicable to materials and finishes for each component and for total system of preformed panels.

Metal roof system must be tested in accordance with ASTM E 1592-95 for negative loading. Determine panel bending and clips-to-panel strength by testing in accordance with ASTM E 1592-95 procedures.

Samples: Submit 2 samples 12" square, of each exposed finish material.

Shop Drawings: Submit small scale layouts of panels on walls and roofs, and large scale details of edge conditions, joints, corners, custom profiles, supports, anchorages, trim, flashings, closures, and special details. Distinguish between factory and field assembly work.

Submit documentation panel assemblies have been tested in compliance with Structural Engineer Design Pressures and Texas Department of Insurance Guidelines.

WARRANTY:

Owner shall receive one (1) warranty from manufacturer of roof panels covering all of the following criteria. Multiple warranties are not acceptable.

1. Manufacturer's 15 + 15 year watertight warranty, including coverage for all trim, flashings, and penetrations associated with the roof area.
2. 20 year coverage on finish including checking, crazing, peeling, chalking, fading and/or adhesion.
3. 20 year material coverage.
4. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.

The Contractor, in writing, will guarantee the job to manufacturer for two (2) years from the date of acceptance by the Owner and the Roofing System Manufacturer.

PART 2 - PRODUCTS

ACCEPTABLE MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering preformed roofing and siding products which may be incorporated in the work include, but are not limited to the following:

METAL SIDING:

- (A) Roof Panels: to be equal to MBCI Double Lok panels. Pre-finished metal 24-gauge hot dipped galvanized steel ASTM A446-85. Finish shall be Galvalume Plus. Provide all trims, closures, and accessories for proper installation.
- (B) Canopy Roof Panels: Equal to MBCI Classic Series Panels, 24 ga. pre-finished with Kynar 500 finish at all surfaces.
- (C) Metal gutter and Downspouts: to be pre-finished metal. Finish shall be Kynar 500 Fluorocarbon at all trim and accessories. Match finish at all trims, accessories exposed to view.

SHEET MATERIALS:

Steel for Painting/Coating: Hot dip coated steel sheet, ASTM A446, Grade A except where higher strength required for performance, G90 zinc coating, surface treated for maximum coating performance.

METAL FINISHES:

General: Apply coatings either before or after forming and fabricating panels, as required by coating process and as required for maximum coating performance capability. Protect coating promptly after application and cure, by application of strippable film or removable adhesive cover, and retain until installation has been completed. Provide colors or color matches as indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors.

Flouropolymer Coating: Full strength 70% "Kynar 500" coating baked on for 15 minutes at 450 degrees F. (232 degree C), in a dry film thickness of 1.0 mil, 30% reflective gloss (ASTM D523), over min. 0.2 mil baked on modified epoxy primer.

The Contractor, in writing, will guarantee the job to manufacturer for two (2) years from the date of acceptance by the Owner and the Roofing System Manufacturer.

MISCELLANEOUS MATERIALS:

Internal Panel Framing: Manufacturer's standard, as required for 100 MPH wind loading.

Fasteners: Manufacturer's standard non-corrosive types, with exterior heads gasketed.

Seam Lock: Wall Panels are required to have optional seam lock feature to comply with wind loading requirements.

Accessories: All exposed fascia, metal trim shall match metal roof color. Except as indicated as work of another specification section, provide components required for a complete roofing/siding system, including trim, copings, fascias, gravel stops, mullions,

sills, corner units, ridge closures, clips, seam covers, battens, flashings, gutters, louvers, sealants, gaskets, fillers, closure strips and similar items. Match materials/finishes of preformed panels.

Membrane over Plywood Substrate: Acceptable Product: Sharkskin Ultra SA™ as manufactured by: Kirsch Building Products LLC, 1464 Madera Road, Suite 387, Simi Valley, CA 93065; Tel: (805) 750-0084 Fax: 805-526-1116; www.sharkskin.us.

Provide a self-adhered roof underlayment that has passed the requirements set forth in ICC/ES Report 1708 and Miami/Dade TAS 103.

PANEL FABRICATION; PERFORMANCES:

General: Fabricate and finish panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes, and as required to fulfill indicated performance requirements which have been demonstrated by factory testing. Comply with indicated profiles and dimensional requirements, and with structural requirements. Provide only full length sheets.

Metal Gages: Thicknesses shall be 24 gage.

Required Performances: Fabricate panels and other components of roof/wall system for the following installed as indicated performances:

Water Penetration: No significant, uncontrolled leakage at 4 lbs. per sq. ft. pressure with spray test.

Air Infiltration: 0.02 cfm per sq. ft. for gross roof/wall areas, with 4 lbs. per sq. ft. differential pressure.

Apply bituminous coating or other permanent separation materials on concealed panel surfaces where panels would otherwise be in direct contact with substrate materials which are non-compatible or could result in corrosion or deterioration of either material or finishes.

Condensation: Fabricate panels for control of condensation, including proper inclusion of seals and provisions for breathing, venting, weeping and draining.

PART 3 - EXECUTION

INSTALLATION:

General: Comply with panel fabricator's and material manufacturers' instructions and recommendations for installation, as applicable to project conditions and supporting substrates. Anchor panels and other components of the work securely in place, with provisions for thermal/structural movement. Metal roof panels must be installed in accordance with UL 90 Construction method.

Install panels with concealed fasteners.

Installation tolerances: Shim and align panel units within installed tolerance of 1/4" in 20' 0" on level/plumb/slope and location/line as indicated, and within 1/8" offset of adjoining faces and of alignment of matching profiles.

Joint Sealers: Install gaskets, joint fillers and sealants where indicated and where required for weatherproof performance of panel systems. Provide types of gaskets and

sealants/fillers indicated or, if not otherwise indicated, types recommended by panel manufacturer.

Refer to other sections of these specifications for product and installation requirements applicable to indicated joint sealers.

Joint Sealers: Refer to other sections of these specifications for post installation requirements on joint sealers; not work of this section.

CLEANING AND PROTECTION:

Damaged Units: Replace panels and other components of the work which have been damaged or have deteriorated beyond successful repair by means of finish touch up or similar minor repair procedures.

Cleaning: Remove temporary protective coverings and strippable films (if any) as each panel is installed. Upon completion of panel installation, clean finished surfaces as recommended by panel manufacturer, and maintain in a clean condition during construction.

END OF SECTION 07410

SECTION 07900 - JOINT SEALERS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of each form and type of joint sealer is indicated on drawings and by provisions of this section.

Refer to Division 8 sections glazing requirements; not work of this section.

Refer to sections of Division 15 and 16 for joint sealers in mechanical and electrical work; not work of this section.

General Performance: Except as otherwise indicated, joint sealers are required to establish and maintain airtight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and as indicated for each application. Failures of installed sealers to comply with this requirement will be recognized as failures of materials and workmanship.

SUBMITTALS:

Product Data: Submit manufacturer's product specifications, handling/installation/curing instructions, and performance tested data sheets for each elastomeric product required.

JOB CONDITIONS:

Weather Conditions: Do not proceed with installation of liquid sealants under unfavorable weather conditions. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer for installation.

PART 2 - PRODUCTS

MATERIALS:

General Sealer Requirements: Provide colors indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors. Select materials for compatibility with joint surfaces and other indicated exposures, and except as otherwise indicated select modules of elasticity and hardness or grade recommended by manufacturer for each application indicated. Where exposed to foot traffic, select non-tracking materials of sufficient strength and hardness to withstand stiletto heel traffic without damage or deterioration of sealer system.

Sealant: (with expansion and compression capability of plus or minus 50%).

Silpruf Silicone weatherproofing sealant: General Electric

790 Building Sealant: Down Corning

Caulking:

NP -2 Sonneborn. Polyurethane

Install at all locations where notes as "caulk" or required to provide a neat joint.

Expansion Joint Sealer:

ACMA Seal: ACME Highway Products Corp., Buffalo, N.Y. 14207

System: Series "J", Style No. 2-602, 1-3/4" wide x 2" high.
Install with manufacturer's ACMA Lubricant Adhesive.

Wall Penetration Sealant:

FireBarrier Silicone Sealant - 3M™ Fire Barrier Silicone Sealant 2000+ or approve equal.

Fire Barrier Foam Sealant - 3M™ Fire Barrier Rated Foam FIP 1-Step or approve equal.

Foam Joint Filters:

Expanded Polyethylene Joint Filler (ExPe -JF): Provide flexible, compressible, closed - cell, polyethylene of not less than 10 psi compression deflection (25%) except provide higher compression deflection strength as may be necessary to withstand installation forces and provide proper support for sealants; surface water absorption of not more than 0.1 lbs. per sq. ft.

MISCELLANEOUS MATERIALS:

Sealant backer Rod (S -Br): Provide compressible rod stock of polyethylene foam, polyurethane foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended by sealant manufacturer for backup of an compatibility with sealant. Where used with hot -applied sealant, provide heat -resistant type which will not be deteriorated by sealant application temperature as indicated.

PART 3 - EXECUTION

INSPECTION:

Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed, and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to installer.

JOINT PREPARATION:

Clean joint surfaces immediately before installation of gaskets, sealant or caulking compounds. Remove dirt, insecure coatings, moisture and other substances which could interfere with seal of gasket or bond of sealant or caulking compound. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.

Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer. Confine primer/sealer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.

INSTALLATION:

Install at exterior doors, glass frames (both interior and exterior of frames), exterior louvers, windows, exterior joints in walls and other locations where indicated or required to provide weather tight joints. Indicated for floor or wall assembly in which penetration occurs.

Install in accordance with manufacturer's recommendations.

Produce beads of proper width and depth.

Tool as recommended by manufacturer.

Remove surplus materials.

Study drawings and furnish and install proper materials at each point where called for on the drawings plus all other points essential to continued integrity of the watertight barrier.

CURE AND PROTECTION

Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Advise the Contractor of procedures required for cure and protection of joint sealer during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion. Cure and protect sealants in a manner which will minimize increases in modulus of elasticity and other accelerated aging effects. Replace or restore sealant which are damaged or deteriorated during construction period.

END OF SECTION 07900

SECTION 104400 SPECIALTY SIGNS

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section.

DESCRIPTION OF WORK:

Extent of specialty signs is shown on drawings.

Forms of specialty signs required include the following:

- Cast metal plaques
- Exterior Metal signs
- Address Numbers
- Project Job Sign

QUALITY ASSURANCE:

Uniformity of Manufacturer: For each sign form and graphic image process indicated, furnish products of a single manufacturer.

SUBMITTALS:

Product Data: Submit manufacturer's technical data and installation instructions for each type of sign required.

Samples: Submit samples of each sign form and material showing finishes, colors, surface textures and qualities of manufacture and design of each sign component, including graphics.

Shop Drawings: Submit shop drawings for fabrication and erection of specialty signs. Include plans, elevations, and large-scale details of sign wording and lettering layout. Show anchorages and accessory items. Furnish location template drawings for items supported or anchored to permanent construction.

PART 2 PRODUCTS

ACCEPTABLE MANUFACTURERS:

Panel Signage

Manufacturers of Rooms Signs and Address Numbers:

Basis of Design: Corpus Christi Stamp Works
Bayuk Graphic Systems, Inc.
MULTI-graphics, Inc.

Manufacturers of Plaques

Basis of Design: A.R.K. Ramos
The Southwell Company.

MATERIALS:

Plastic Laminate: Provide high pressure plastic laminate engraving stock with face and core plies in contrasting colors, in finishes and color combinations indicated. Manufacturer standard colors.

CAST METAL PLAQUES:

Fabricate cast plaques to comply with requirements indicated below for metal, border

style, background texture and finish, and on drawings for thickness, size, shape and copy. Produce castings free from pits, scale, and sand holes or other defects. Hand tool and buff borders and raised copy to produce manufacturer's standard satin polished finish. Refer to "Finish" article of other finish requirements.

Quantity: One (1)

Size: 30"W x 20"H x 3/4" D (with Cameron County Logo)

Metal: Aluminum.

Fonts: Times New Roman (Refer to drawings for plaque layout. Revisions to verbiage on plaque will be verified and made by Owner before final approval)

Texture: Letherette

Finish: BR-400 Dark Oxidized background with Satin Bronze raised areas

Mounting: Concealed (Verify location for anchoring type)

Refer to drawings for location and spacing. Coordinate power supply with Electrical drawings.

PROJECT JOB SIGN:

Provide for (1) – 4'x8' Plywood Sheets with Owner directed signage to be used on Project Job Sign. Provide for possible project renderings and school logos and images. Mount on 4"x4" post or as required to stand for duration of project. Location on site to be provided by Owner.

Refer to drawings for location and spacing. Coordinate power supply with Electrical drawings.

FINISHES:

Colors and Surface Textures: For exposed sign materials which require selection of materials with integral or applied colors, surface textures or other characteristics related to appearance, provide color matches indicated, or if not otherwise indicated, as selected by the Architect from the manufacturer's standards.

Metal Finishes: Comply with NAAMM "Metal Finishes Manual" for finish designations and application recommendations.

Aluminum Finishes:

Baked Enamel Finish: Provide finish AA M4xC12C42Rlx (manufacturer's standard non directional mechanical finish including sanding and filing; cleaning with inhibited chemicals; conversion coated with an acid chromate fluoride phosphate treatment; and painted with organic coating specified below).

Bronze Finishes:

Natural Satin Finish: NAAMM-M31-06x (fine satin directional textured mechanical finish with clear organic coating specified below).

Clear Organic Coating: Manufacturer's standard clear coating.

PART 3 EXECUTION:

INSTALLATION:

General: Locate sign units and accessories where shown or scheduled, using mounting methods of type described and in compliance with the manufacturer's instructions, unless otherwise indicated.

Install sign units level, plumb and at the height indicated, with sign surfaces free from

distortion or other defects of appearance.

Metal Letters and Numbers:

Mount letters and numbers as follows: use standard fastening methods recommended by manufacturer for letter form, type of mounting, wall construction, and condition of exposure indicated. Provide heavy weight paper template to establish letter spacing and to locate holes for fasteners.

Cast Metal Plaques: Mount cast plaques using the manufacturer's standard fastening methods recommended by manufacturer for type of wall surface indicated.

Concealed Mounting: Mount the plaques by inserting threaded studs into tapped lugs on the back of the plaque. Set in predrilled holes filled with quick setting cement.

CLEANING AND PROTECTION:

At completion of the installation, clean soiled sign surface in accordance with the manufacturer's instructions. Protect units from damage until acceptance by the Owner.

END OF SECTION 10440

SECTION 11480 - RECREATIONAL EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide sports equipment, where shown on drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related:
 - 1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Section in Division 1 of these specifications.

1.2 SUBMITTALS:

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: within 35 calendar days after Contractor has received the Owners Notice to Proceed, submit the following:
 - 1. Materials list of items proposed to be provided under this section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - 3. Dimensioned drawings as needed to depict the space required for these items, and their interface with the work of other trades.
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the procedures used on the work.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with all specified requirements and the methods needed for proper performance of the work in this section.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01605.

PART 2 – PRODUCTS

Basis of Design: Porter Sports Equipment
Draper, Inc.
All other manufacturers must receive prior approval before bidding.

2.1. Baseball Bases

- 1. Double First Base
Provide (1) at each field – Gill Athletic Baseball Double First Base; Model No: 33212
- 2. Home Plate
Provide (1) at each field – Gill Athletic Major League Home Plate; Model No: 33250

3. Pitchers Rubber
Provide (1) at each field – Gill Athletic 4-Way Pitchers Rubber; Model No: 33252
4. Bases (set of 3):
Provide (3) at each field – Gill Athletic Major League Shock Absorbing Bases;
Model No: Major League Bases
5. Replacement Parts: Provide additional set of 3 anchors and plugs at each field.

2.2 Bleachers

Provide (1) -33' x 5 row picket guard rail aluminum bleachers, fasten to concrete foundation. Model # BGS-124 by Belson Outdoors 1-800-323-5664.

Provide (1) -21' x 5 row picket guard rail aluminum bleachers, fasten to concrete foundation. Model # BGS-007 by Belson Outdoors 1-800-323-5664.

2.3 Bleacher Shade Structure (Alternate #1)

Provide (1) - 16'd x 50'w x 12'-0"h standard cantilevered shade structure as manufactured by Tensoshade. 17595 W Blanco Rd., Suite 300, San Antonio, TX 78232, 210.888.0128

Provide (1) - 16'd x 32'w x 12'-0"h standard cantilevered shade structure as manufactured by Tensoshade. 17595 W Blanco Rd., Suite 300, San Antonio, TX 78232, 210.888.0128

Provide (1) - 14'd x 62'w x 12'-0"h standard cantilevered shade structure as manufactured by Tensoshade. 17595 W Blanco Rd., Suite 300, San Antonio, TX 78232, 210.888.0128

Provide sealed engineered documents to comply with IBC wind uplift requirements. Frames to be hot dipped galvanized at the factory. Fabric to be commercial 95 HDPE shade cloth with fire retardant coating.

PART 3 - EXECUTION

INSTALLATION:

Install equipment where shown on drawings and comply with manufacturer's instructions and final shop drawings. Provide accessories indicated and anchors, inserts, and other items required for installation of units and attachment of adjoining construction.

ADJUSTMENT AND CLEANING

Upon completion of installation, including work of other trades, lubricate, test and adjust equipment to operate easily and in compliance with manufacturer's specifications.

Clean installed bleacher units on exposed and semi-exposed surfaces. Touch-up shop applied finishes restoring damaged or soiled area.

END OF SECTION 11480

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June 22, 2023

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SECTION 260010 - SUMMARY OF ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and other Division 26 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.
- B. Scope of Work:
 - 1. General: The “Cameron County Parks - Santa Rosa Park Improvements” consists of various upgrades to an existing park; Upgrades to the existing sports lighting as part of an alternate bid. These premises will generally be operated from 7:00am to 8:00pm. (Monday through Sunday).
 - 2. Electrical: Provide all materials and labor associated with a complete operational electrical distribution system. Major items of work include, but are not limited to:
 - (a) Demolition (Alternate #2):
 - (i) Disconnect and remove existing sports lighting heads for retrofit.
 - (ii) Disconnect and remove existing sports lighting electrical panel for replacement.
 - (iii) Disconnect and remove existing sports lighting control cabinet for replacement.
 - (b) Sports Lighting Electrical Service (Alternate #2): Replace existing panelboard and Musco Sports Lighting Contactor Cabinet as noted on drawings. See electrical riser diagram.
 - (c) Exterior Athletic Lighting (Alternate #2): See plans and specifications for detailed scope of work.
 - (d) Future Scoreboard: Provide raceways, pullwire, and pull boxes as per plans and specifications.
 - (e) Power systems: Provide power for irrigation controller.
 - (f) Commissioning: Provide for lighting equipment and lighting controls as required per IECC 2018.

1.3 ALLOWANCES

- A. Electrical: See Division 1 for electrical allowances.

1.4 COORDINATION

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

- A. All electrical work shall be done under sub-contract to a General Contractor, who ultimately responsible for the entire project. Electrical Contractor shall coordinate all work through General Contractor, even in areas where only electrical work is to take place.
- B. All questions, requests for information, submittals, and correspondence from the Electrical Contractor shall be submitted via the General Contractor, who will forward to the Architect, who will then forward to the Engineer.
- C. Electrical Contractor shall not make any changes to design without written authorization from the Engineer. If changes are requested by the Owner, Architect, General Contractor, Suppliers, Manufacturers, or any others, Contractor should issue a written RFI for response by the Engineer.
- D. Electrical Contractor shall issue seven (7) days written notice prior to any activities that require the presence of the Engineer at the job-site. This applies to all inspections required by specifications, and particularly to those where work will be covered (underground raceways).
- E. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
- F. Issue written notification of the following tasks and allow five (5) days for Engineer to respond and schedule an inspection as required:
 - 1. Upon completion of underground raceways installation and prior to covering up.
 - 2. Upon completion of installing all raceways, labeling all j-boxes.
 - 3. Upon completion of pulling all wiring, making all terminations, labeling and color-coding wires at the panelboards and prior to installing their covers.
 - 4. When ready to request manufacturer's start-up of each piece of equipment.
 - 5. When ready for Substantial Completion Inspection.
 - 6. When ready for Final Inspection.

Failure to issue written notification may result in work having to be redone to allow for proper inspection. It is this contractor's responsibility to make sure Engineer receives notification.

1.5 UTILITIES

- 1. Coordinate with power, water, telephone, cable and gas utilities to locate all utilities prior to digging in any area.
- 2. Obtain any approvals required from utilities to relocate utilities.
- 3. Cost of relocating or bypassing utilities indicated on drawings shall be included in Base Bid.

1.6 CONTRACTOR USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises, clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

- B. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:
 - 1. Temporary fencing around construction areas.
 - 2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.
 - 3. Temporary fencing around equipment while site work is in progress.
- C. Work shall take place with minimal disruption to Owner's operations in areas surrounding the job site.

1.7 SUBMITTALS - Special Requirements

- A. All submittals need to comply with submittal requirements as outlined on this Pre-Construction Meeting Agenda & specifications.
- B. Electrical Submittals shall be submitted electronically. Please organize the files as noted below (Native PDF format & searchable format). Files would need to be properly identified (cover letter, stamped, etc.) from the general contractor.
- C. All submittals to be separated by sections and identified by section #s, in native and searchable pdf format. All selections/markings or highlighting made on the submittal shall be specific for project requirements and exactly for what the Contractor is intending to provide on the project. If submittal does not specify as to which model/options will be used by highlighting or marking the submittal, then submittal will be returned as rejected.
- D. Manufacturer's standard dimensioned drawings, performance and product data shall be edited to delete reference to equipment, features, or information which is not applicable to the equipment being supplied for this project. Including Bill or List of Materials.
- E. Individual submittals shall not be reviewed until a complete package is received.
- F. Allow two weeks for initial review by Engineer, from the day it is received.
- G. After released by GC, Subcontractor shall have one week to respond to our submittal/re-submittal review comments.
- H. Allow one week for review of resubmittals by Engineer, from the day it is received.
- I. All submittal review comments shall be forwarded by Engineer to Architect, who will then distribute as per Division 1.
- J. Provide detailed coordination drawings showing how electrical system components will be installed in coordination with work by others. Engineer's drawing files will be made available to Contractor for producing coordination and as-built drawings upon request.

1. Miscellaneous Electrical – Submittal #1

- a. 260010 Summary of Electrical Work
- b. 260519 Low-Voltage Electrical Power Conductors and Cables

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

- c. 260526 Grounding and Bonding for Electrical Systems
- d. 260529 Hangers and Supports for Electrical Systems
- e. 260533 Raceways and Boxes for Electrical Systems
- f. 260553 Identification for Electrical Systems

2. Electrical Gear Submittal #2

- a. 262416 Panelboards

3. Light Fixtures Submittal #3

- a. 265668 Exterior Athletic Lighting

4. Commissioning Submittal #4

- a. 260800 Commissioning of Electrical Systems

1.8 SCHEDULE OF VALUES -Special Requirements

- A. Electrical Contractor shall submit a Schedule of Values reflecting the total value of Electrical Work in the Contract and broken down into the following items as a minimum, with a line item for Materials/Equipment and another for Labor.

ELECTRICAL

- 1. Electrical gear.
- 2. Raceways including wiring.
- 3. Exterior athletic lighting.
- 4. Allowances.
- 5. Miscellaneous.
- 6. Administrative and project management.

1.9 CODE COMPLIANCE:

The design for this project is based on:

- 1. Occupational Safety and Health Act (OSHA)
- 2. National Electric Code (NEC)
- 3. National Fire Code
- 4. International Building Code
- 5. UL 916
- 6. Local ordinances

END OF SECTION 260010

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member Company of NETA or an NRTL.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturer:
 - 1. Senator Wire & Cable Company.
 - 2. Southwire Company.
 - 3. Encore Wire
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN-2, Type XHHW-2 and Type SO.

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

- D. Multiconductor Cable: Comply with UL 1569 and NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC and Type SO with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers:
 1. AFC Cable Systems, Inc.
 2. AMP Incorporated/Tyco International.
 3. Hubbell/Anderson.
 4. O-Z/Gedney; EGS Electrical Group LLC.
 5. 3M Company; Electrical Products Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- B. Feeders Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN/THWN-2, single conductors in raceway.
- C. Exposed Branch Circuits: Type THHN/THWN-2, single conductors in raceway.
- D. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN/THWN-2, single conductors in raceway.

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, which will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- B. Test and Inspection Reports: Prepare a written report to record the following:
1. Procedures used.
 2. Results that comply with requirements.
 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground rods.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section "Operation and Maintenance Data," include the following:
 - a. Instructions for periodic testing and inspection of grounding features at ground rings and grounding connections for separately derived systems based on and NFPA 70B.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless **exothermic**-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad; 3/4 inch by 10 feet.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 1. Feeders and branch circuits.
 2. Lighting circuits.
 3. Flexible raceway runs.
- C. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
4. Prepare dimensioned Drawings locating each, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

B. Grounding system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

D. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and less: 10 ohms.
2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).

E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Nonmetallic support systems.
 - b. Clamps.
 - c. Turnbuckles.
 - d. Sockets.
 - e. Eye nuts.
 - f. Saddles.
 - g. Brackets.
 - 2. Include rated capacities and furnished specialties and accessories.
- B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.
 - 1. Equipment supports.

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M.

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

2. AWS D1.2/D1.2M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 1. Flame Rating: Class 1.
 2. Self-extinguishing according to ASTM D 635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4 factory-fabricated components for field assembly.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 2. Material: Plain steel.
 3. Channel Width: 1-1/4 inches.
 4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 5. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 6. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
 8. Channel Dimensions: Selected for applicable load criteria.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 - a. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 - b. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - c. Toggle Bolts: All-steel springhead type.
 - d. Hanger Rods: Threaded steel.
 - e. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - f. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - g. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - h. Toggle Bolts: All-steel springhead type.
 - i. Hanger Rods: Threaded steel

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems unless requirements in this Section are stricter.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs and RMCs as scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in] NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMTs, and RMCs may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.

6. To Steel: Spring-tension clamps.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Architectural Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Sections "Cast-in-Place Concrete" or "Miscellaneous Cast-in-Place Concrete."
- C. Anchor equipment to concrete base as follows:
 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

- B. Touchup: Comply with requirements in Sections "Exterior Painting", "Interior Painting" and "High-Performance Coatings" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Boxes, enclosures, and cabinets.
 - 6. Handholes and boxes for exterior underground cabling.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.
- C. EMT: Electrical metallic tubing.
- D. ENT: Electrical nonmetallic tubing.
- E. EPDM: Ethylene-propylene-diene terpolymer rubber.
- F. FMC: Flexible metal conduit.
- G. LFMC: Liquidtight flexible metal conduit.
- H. LFNC: Liquidtight flexible nonmetallic conduit.
- I. NBR: Acrylonitrile-butadiene rubber.
- J. RNC: Rigid nonmetallic conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale.
- B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Electri-Flex Co.
 - 6. Manhattan/CDT/Cole-Flex.
 - 7. Maverick Tube Corporation.
 - 8. O-Z Gedney; a unit of General Signal.
 - 9. Wheatland Tube Company.
 - 10. Hylsa
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch, minimum.
- E. EMT: Comply with ANSI C80.3 and UL 797.
- F. FMC: Comply with UL 1; zinc-coated steel.
- G. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- H. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- a. Material: Steel (Zinc is not acceptable).
 - b. Type: set-screw.
- 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- I. Joint Compound for GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 3. Arco Corporation.
 - 4. CANTEX Inc.
 - 5. CertainTeed Corp.; Pipe & Plastics Group.
 - 6. Condux International, Inc.
 - 7. ElecSYS, Inc.
 - 8. Electri-Flex Co.
 - 9. Lamson & Sessions; Carlon Electrical Products.
 - 10. Manhattan/CDT/Cole-Flex.
 - 11. RACO; a Hubbell Company.
 - 12. Thomas & Betts Corporation.
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. RNC: Type EPC-40-PVC complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. LFNC: Comply with UL 1660.
- E. RTRC: Comply with UL 1684A and NEMA TC 14.
- F. Fittings for and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- G. Fittings for LFNC: Comply with UL 514B.

2.3 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. EGS/Appleton Electric.
 3. Erickson Electrical Equipment Company.
 4. Hoffman.
 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 6. O-Z/Gedney; a unit of General Signal.
 7. RACO; a Hubbell Company.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Spring City Electrical Manufacturing Company.
 10. Thomas & Betts Corporation.
 11. Walker Systems, Inc.; Wiremold Company (The).
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- H. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- I. Gangable boxes are allowed as long is permitted by the NEC.
- J. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 for indoor applications and Type 3R (stainless steel) outdoor with continuous-hinge cover with flush latch unless otherwise indicated.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Nonmetallic Enclosures: Fiberglass.
 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- K. Cabinets:
1. NEMA 250, Type 1, Type 3R galvanized-steel or 4XSS box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.
 5. Accessory feet where required for freestanding equipment.
 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

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2.4 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation.
 - d. NewBasis.
2. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 3. Standard: Comply with SCTE 77.
 4. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 5. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 6. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 7. Cover Legend: Molded lettering, "ELECTRIC".
 8. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
 9. Handholes 18 Inches Wide by 24 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.5 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by an independent testing agency.
2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

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PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC.
 - 2. Concealed Conduit, Aboveground: GRC.
 - 3. Underground Conduit: RNC, Type EPC-40-PVC.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R or Type 4SS as noted on plans.
- B. Minimum Raceway Size: 1/2-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use setscrew steel fittings. Comply with NEMA FB 2.10.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- D. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- F. Install surface raceways only where indicated on Drawings.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.

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- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Support conduit within 12 inches of enclosures to which attached.
- H. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 2 inches of concrete cover in all directions.
 - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
 - 5. Change from RNC, Type EPC-40-PVC TO EMT or GRC before rising above floor.
- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- J. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- K. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- L. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- M. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- N. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- O. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- P. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

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- Q. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- R. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where an underground service raceway enters a building or structure.
 3. Where otherwise required by NFPA 70.
- S. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- T. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- U. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- V. Locate boxes so that cover or plate will not span different building finishes.

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- W. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- X. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 3 for pipe less than 6 inches in nominal diameter.
2. Install backfill as specified in Division 3."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 3."
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
6. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits but a minimum of 6 inches below grade. Align planks along centerline of conduit.
7. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.

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- D. Install handholes with bottom below frost line, below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Identification for raceways.
 2. Identification of power and control cables.
 3. Identification for conductors.
 4. Underground-line warning tape.
 5. Warning labels and signs.
 6. Instruction signs.
 7. Equipment identification labels.
 8. Miscellaneous identification products.

1.2 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
1. Black letters on an orange field.
 2. Legend: Indicate voltage and system or service type.

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- C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

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2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical- resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.4 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

2.5 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.6 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.

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- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Underground-Line Detectable Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- H. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Install labels at 30-foot maximum intervals.
- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.

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- d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- C. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- E. Control-Circuit Conductor Termination Identification: For identification at terminations provide heat-shrink preprinted tubes with the conductor designation.
- F. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. Locations of Underground Lines: Identify with underground-line detectable warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 1. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- I. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- K. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 1. Labeling Instructions:
 - a. Outdoor Equipment: Engraved, laminated acrylic or melamine label Sten-

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- ciled legend 4 inches high.
 - b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
- 2. Equipment to Be Labeled:
 - a. Panelboards, electrical cabinets, and enclosures.
 - b. Contactors.

3.3 INSTALLATION

Verify identity of each item before installing identification products.

END OF SECTION 260553

SECTION 260800 - COMMISSIONING OF ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes commissioning process requirements for the following MEP systems, assemblies, and equipment:
 - 1. Electrical lighting and lighting controls.
- B. Related Requirements:
 - 1. Section 019113 "General Commissioning Requirements" for general commissioning process requirements and Commissioning Coordinator responsibilities.

1.3 DEFINITIONS

- A. Refer to Section 019113 "General Commissioning Requirements" for additional definitions and assignment of responsibilities.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Refer to Section 019113 "General Commissioning Requirements".
- B. Perform commissioning tests at the direction of the CxA.
- C. Attend construction phase controls coordination meeting.
- D. Participate in electrical systems, assemblies, equipment, and component maintenance orientation and inspection.
- E. Provide information requested by the CxA for final commissioning documentation.
- F. Provide measuring instruments and logging devices to record test data, and provide data acquisition equipment to record data for complete range of testing for the required test period.
- G. Provide Project-specific construction checklists and commissioning process test procedures for actual electrical systems, assemblies, equipment, and components to be furnished and installed as part of the construction contract.
- H. Direct and coordinate commissioning testing among subcontractors, suppliers, and vendors.

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- I. Verify testing and adjusting of Work are complete.
- J. Provide test data, inspection reports, and certificates in Systems Manual.

1.5 COMMISSIONING DOCUMENTATION

- A. Provide the following information to the CxA for inclusion in the commissioning plan:
 - 1. Plan for delivery and review of systems manuals, and other documents and reports.
 - 2. Identification of installed systems, assemblies, equipment, and components including design changes that occurred during the construction phase.
 - 3. Process and schedule for completing construction checklists and manufacturer's pre-start and startup checklists for electrical systems, assemblies, equipment, and components to be verified and tested.
 - 4. Certificate of completion certifying that installation, pre-start checks, and startup procedures have been completed.
 - 5. Certificate of readiness certifying that electrical systems, subsystems, equipment, and associated controls are ready for testing.
 - 6. Test and inspection reports and certificates.
 - 7. Corrective action documents.

1.6 INFORMATIONAL SUBMITTALS

- A. Construction Checklists: See related Sections for technical requirements, and generate construction checklists for the following:
 - 1. Revise list of construction checklists below to suit Project. Coordinate list with appropriate related Sections' content. Below are examples of common construction checklists.
 - 2. Electrical lighting and lighting control systems.
- B. Certificates of readiness.
- C. Certificates of completion of installation, pre-start, and startup activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Refer to Section 019113 "General Commissioning Requirements".

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3.2 SYSTEMS READINESS CHECKLISTS

- A. Construction Checklists: Assist CxA in the preparation of detailed Systems Readiness checklists for systems, subsystems, equipment, and components.
 - 1. Contributors to the development of checklists shall include, but are not limited to:
 - a. Systems and equipment installers.
 - b. Electrical and lighting technicians.
 - c. Lighting controls installers.
- B. Contractor shall conduct Systems Readiness Testing to document compliance with installation and Systems Readiness checklists prepared by Commissioning Authority for Division-26 items.
- C. Refer to Section 019113 "General Commissioning Requirements" for issues relating to Systems Readiness checklists and testing, description of process, details on non-conformance issues relating to pre-functional checklists and test.
- D. Contractor shall participate in Pre-Functional testing activities to document electrical work associated with mechanical and plumbing systems.

3.3 SYSTEM START-UP

- A. Contractor is solely responsible for system start-up. CxA may, at his discretion, witness start up procedures, but will not perform any Functional Testing of systems until Contractor has completed start-up and resolved all operating deficiencies.

3.4 TESTING PREPARATION

- A. Certify that electrical systems, subsystems, and equipment have been installed, calibrated, and started and are operating according to the Contract Documents.
- B. Certify that electrical instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents and approved Shop Drawings and submittals, and that pretest set points have been recorded.
- C. Set systems, subsystems, and equipment into operating mode to be tested according to approved test procedures (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, and alarm conditions).
- D. Inspect and verify the position of each device and interlocks identified on checklists.
- E. Testing Instrumentation: Install measuring instruments and logging devices to record test data as required.

3.5 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.

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- B. Tests will be performed using design conditions whenever possible.
- C. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the Contracting Officer and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
- D. The CxA may direct that set points be altered when simulating conditions is not practical.
- E. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- F. If tests cannot be completed because of a deficiency outside the scope of the electrical system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.
- G. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

3.6 FUNCTIONAL TEST PROCEDURES FOR SYSTEMS TO BE COMMISSIONED

- A. General
 - 1. The following paragraphs outline the functional test procedures for the various Div. 26 items to be commissioned. Functional testing will take place only after System Readiness checklists have been completed, equipment has been started-up, and Contractor has certified that systems are ready for functional testing.
 - 2. All systems controlled via the Building Automation System shall have all control points and sequences tested by Controls Contractor prior to requesting testing by CX Authority.

3.7 COMMISSIONING TESTS

- A. Lighting Systems:
 - 1. Light Fixtures: Verify all lamps work without flicker.
 - 2. Lighting Controls: Verify Schedule and/or photocell controls
- B. Customized system readiness checklists and function testing requirements will be released after the submittal review phase.

3.8 TRAINING AND O&M MANUALS

- A. Refer to Div. 26 specifications.

END OF SECTION 260800

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.
 - 3. Engraved nameplates for each circuit breaker on Power Panelboards

1.3 DEFINITIONS

- A. ATS: Acceptance testing specification.
- B. GFCI: Ground-fault circuit interrupter.
- C. GFEP: Ground-fault equipment protection.
- D. HID: High-intensity discharge.
- E. MCCB: Molded-case circuit breaker.
- F. SPD: Surge protective device.
- G. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
 - 1. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
 - 2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details.
 - 2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.

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3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
4. Detail bus configuration, current, and voltage ratings.
5. Short-circuit current rating of panelboards and overcurrent protective devices.
6. Include evidence of NRTL listing for series rating of installed devices.
7. Include evidence of NRTL listing for SPD as installed in panelboard.
8. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
9. Include wiring diagrams for power, signal, and control wiring.
10. Key interlock scheme drawing and sequence of operations.
11. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device. Include an Internet link for electronic access to downloadable PDF of the coordination curves.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Keys: Two spares for each type of panelboard cabinet lock.
 2. Circuit Breakers Including GFCI and GFEP Types: Two spares for each panelboard.
 3. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: ISO 9001 or 9002 certified.

SECTION 262416 - PANELBOARDS

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.
- B. Handle and prepare panelboards for installation according to NEMA PB 1.

1.10 FIELD CONDITIONS

- A. Environmental Limitations:
 - 1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
 - 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding 23 deg F to plus 104 deg F.
 - b. Altitude: Not exceeding 6600 feet.
- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet.
- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Architect no fewer than 7 days in advance of proposed interruption of electric service.
 - 2. Do not proceed with interruption of electric service without Architect's, Construction Manager's and Owner's written permission.
 - 3. Comply with NFPA 70E.

1.11 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.
 - 1. Panelboard Warranty Period: 18 months from date of Substantial Completion.
- B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace SPD that fails in materials or workmanship within specified warranty period.
 - 1. SPD Warranty Period: Five years from date of Substantial Completion.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Square D Co.
 - 2. Eaton Corporation.
 - 1. Siemens
 - 2. General Electric ABB

2.2 PANELBOARDS COMMON REQUIREMENTS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NEMA PB 1.
- E. Comply with NFPA 70.
- F. Enclosures: Flush and Surface-mounted, dead-front cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - b. Outdoor Locations: NEMA 250, Type 3R or 4XSS (as noted on plans).
 - c. Kitchen Areas: NEMA 250, Type 4X, stainless steel.
 - d. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
 - e. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 5 or Type 12 (as noted on plans).
 - 2. Height: 84 inches maximum.
 - 3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
 - 4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
 - 5. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
 - 6. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.

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7. Finishes:
 - a. Panels and Trim: Steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Same finish as panels and trim.

- G. Incoming Mains:
 1. Location: coordinated on the field by the electrical contractor.
 2. Main Breaker: Main lug interiors up to 400 amperes shall be field convertible to main breaker.

- H. Phase, Neutral, and Ground Buses:
 1. Material: Hard-drawn copper, 98 percent conductivity.
 - a. Plating shall run entire length of bus.
 - b. Bus shall be fully rated the entire length.
 2. Interiors shall be factory assembled into a unit. Replacing switching and protective devices shall not disturb adjacent units or require removing the main bus connectors.
 3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
 4. Isolated Ground Bus: Adequate for branch-circuit isolated ground conductors; insulated from box.
 5. Full-Sized Neutral: Equipped with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure. Do not mount neutral bus in gutter.
 6. Extra-Capacity Neutral Bus: Neutral bus rated 200 percent of phase bus and listed and labeled by an NRTL acceptable to authority having jurisdiction, as suitable for nonlinear loads in electronic-grade panelboards and others designated on Drawings. Connectors shall be sized for double-sized or parallel conductors as indicated on Drawings. Do not mount neutral bus in gutter.
 7. Split Bus: Vertical buses divided into individual vertical sections.

- I. Conductor Connectors: Suitable for use with conductor material and sizes.
 1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Terminations shall allow use of 75 deg C rated conductors without derating.
 3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
 4. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
 5. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
 6. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
 7. Subfeed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.

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8. Gutter-Tap Lugs: Mechanical type suitable for use with conductor material and with matching insulating covers. Locate at same end of bus as incoming lugs or main device.
9. Extra-Capacity Neutral Lugs: Rated 200 percent of phase lugs mounted on extra-capacity neutral bus.

- J. NRTL Label: Panelboards or load centers shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards or load centers shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.

- K. Future Devices: Panelboards or load centers shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
 1. Percentage of Future Space Capacity: Ten percent.

- L. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.
 1. Panelboards and overcurrent protective devices rated 240 V or less shall have short-circuit ratings as shown on Drawings, but not less than 10,000 A rms symmetrical.
 2. Panelboards and overcurrent protective devices rated above 240 V and less than 600 V shall have short-circuit ratings as shown on Drawings, but not less than 14,000 A rms symmetrical.

2.3 PERFORMANCE REQUIREMENTS

- A. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1 or Type 2 (as noted on plans).

2.4 POWER PANELBOARDS

- A. Panelboards: NEMA PB 1, distribution type.
- B. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
 1. For doors more than 36 inches high, provide two latches, keyed alike.
- C. Mains: Circuit breaker or Lugs only (as noted on plans).
- D. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

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2.5 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- B. Mains: Circuit breaker or Lugs only (as noted on plans).
- C. Branch Overcurrent Protective Devices: Plug-in circuit breakers, replaceable without disturbing adjacent units.
- D. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.
- E. Doors: Door-in-door construction with concealed hinges; secured with multipoint latch with tumbler lock; keyed alike. Outer door shall permit full access to the panel interior. Inner door shall permit access to breaker operating handles and labeling, but current carrying terminals and bus shall remain concealed.

2.6 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
 - 1. Thermal-Magnetic Circuit Breakers:
 - a. Inverse time-current element for low-level overloads.
 - b. Instantaneous magnetic trip element for short circuits.
 - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 - 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 - 3. Electronic Trip Circuit Breakers:
 - a. RMS sensing.
 - b. Field-replaceable rating plug or electronic trip.
 - c. Digital display of settings, trip targets, and indicated metering displays.
 - d. Multi-button keypad to access programmable functions and monitored data.
 - e. Ten-event, trip-history log. Each trip event shall be recorded with type, phase, and magnitude of fault that caused the trip.
 - f. Integral test jack for connection to portable test set or laptop computer.
 - g. Field-Adjustable Settings:
 - 1) Instantaneous trip.
 - 2) Long- and short-time pickup levels.
 - 3) Long and short time adjustments.
 - 4) Ground-fault pickup level, time delay, and I squared T response.
 - 4. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
 - 5. GFEP Circuit Breakers: Class B ground-fault protection (30-mA trip).
 - 6. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
 - 7. Subfeed Circuit Breakers: Vertically mounted.
 - 8. MCCB Features and Accessories:

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- a. Standard frame sizes, trip ratings, and number of poles.
- b. Breaker handle indicates tripped status.
- c. UL listed for reverse connection without restrictive line or load ratings.
- d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
- e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
- f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
- g. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
- h. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional with field-adjustable 0.1- to 0.6-second] time delay.
- i. Rating Plugs: Three-pole breakers with ampere ratings greater than 150 amperes shall have interchangeable rating plugs or electronic adjustable trip units.
- j. Auxiliary Contacts: Two, SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts and "b" contacts operate in reverse of circuit-breaker contacts.
- k. Alarm Switch: Single-pole, normally open contact that actuates only when circuit breaker trips.
- l. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.
- m. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function with other upstream or downstream devices.
- n. Multipole units enclosed in a factory assembled to operate as a single unit.
- o. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
- p. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.7 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.
 1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.
- D. Circuit Directory: Computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.
 1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

SECTION 262416 - PANELBOARDS

2.8 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.
- B. Receive, inspect, handle, and store panelboards according to NECA 407 and NEMA PB 1.1.
- C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.
- D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Comply with NECA 1.
- C. Install panelboards and accessories according to NECA 407 and NEMA PB 1.1.
- D. Equipment Mounting:
 - 1. Install panelboards on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations specified in Section 033000 "Cast-in-Place Concrete." and or Section 033053 "Miscellaneous Cast-in-Place Concrete."
 - 2. Attach panelboard to the vertical finished or structural surface behind the panelboard.
- E. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.

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- F. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- G. Mount panelboard cabinet plumb and rigid without distortion of box.
- H. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- I. Mounting panelboards with space behind is recommended for damp, wet, or dirty locations. The steel slotted supports in the following paragraph provide an even mounting surface and the recommended space behind to prevent moisture or dirt collection.
- J. Mount surface-mounted panelboards to steel slotted supports 5/8 inch in depth. Orient steel slotted supports vertically.
- K. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
 - 2. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written instructions.
- L. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- M. Install filler plates in unused spaces.
- N. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch empty conduits into raised floor space or below slab not on grade.
- O. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. [Device Nameplates: Label each branch circuit device in Power Panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."](#)

SECTION 262416 - PANELBOARDS

- E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- D. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers and low-voltage surge arrestors stated in NETA ATS, Paragraph 7.6 Circuit Breakers and Paragraph 7.19.1 Surge Arrestors, Low-Voltage. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 3. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
 - c. Instruments and Equipment:
 - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
- E. Panelboards will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

SECTION 262416 - PANELBOARDS

3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573 "Overcurrent Protective Device Coordination Study."
- C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes. Prior to making circuit changes to achieve load balancing, inform Architect of effect on phase color coding.
 - 1. Measure loads during period of normal facility operations.
 - 2. Perform circuit changes to achieve load balancing outside normal facility operation schedule or at times directed by the Architect. Avoid disrupting services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
 - 3. After changing circuits to achieve load balancing, recheck loads during normal facility operations. Record load readings before and after changing circuits to achieve load balancing.
 - 4. Tolerance: Maximum difference between phase loads, within a panelboard, shall not exceed 20 percent.

3.6 PROTECTION

- A. Temporary Heating: Prior to energizing panelboards, apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

SECTION 265668 - EXTERIOR ATHLETIC LIGHTING

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. Replace the old Musco HID Metal Halide Sports Lighting and replace it with LED Sports Lighting, including but not limited to Crossarms, wire harness, remote drivers' enclosures and lighting contactor cabinet.
- C. Provide a new Musco Sports Lighting Pole and connect to existing electrical panel as noted on plans
- D. The purpose of this specification is to define the lighting system performance and design standards for sports lighting using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- E. The primary goals of this sports lighting project are:
 - 1. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore, light levels are guaranteed to not drop below specified target values for a period of 25 years.
 - 2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors. The LED design should provide better control than a good HID design.
 - 3. Life-cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 - 4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.

1.2 LIGHTING PERFORMANCE

- A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting manufacturers will provide a guarantee that light levels will be sustained over the life of the warranty period. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below.

Manufacturers will provide lumen maintenance data of the LED luminaires used per TM-21-11 and will incorporate the lumen maintenance projections into the lighting designs to ensure target light levels are achieved throughout the guaranteed period of the system. Per IES guidelines, lumen maintenance hours should be reported based on the 6x multiplier of testing hours.

SECTION 265668 - EXTERIOR ATHLETIC LIGHTING

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Little League 1	50fc Infield / 30fc Outfield	2:1 Infield / 2.5:1 Outfield	25 / 71	20' x 20'
Little League 2	50fc Infield / 30fc Outfield	2:1 Infield / 2.5:1 Outfield	25 / 67	20' x 20'
Entire Area	40fc	NA	99	30' x 30'
Parking Lot	6fc	NA	78	10' x 10'

- B. Color Temperature: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.
- C. Playability: Lighting design and luminaire selection should be optimized for playability by reducing glare onfield and providing sufficient uplight.
 - 1. Aiming Angles: To reduce glare, luminaire aiming should ensure the top of the luminaire field angle (based on sample photometric reports) is a minimum of 10 degrees below horizontal.
 - 2. Glare control technology – Luminaires selected should have glare control technology including, but not limited to: external visors, internal shields and louvres. No symmetrical beam patterns are acceptable.
 - 3. Aerial lighting – Adequate illumination must be provided above the field in order to see the ball in flight. It is recommended that a lighting analysis be performed above the field of play to evaluate the visibility of the ball over its typical trajectory to ensure the participants will adequately see the ball. Calculation planes should be evaluated up to the maximum anticipated height for the level of play.

1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- B. Spill Light and Glare Control: The lighting equipment manufacturer shall assess both spill and glare at all areas of concern on adjacent properties. To minimize impact, values must not exceed the following levels taken at 3 feet above grade. Field measurements of spill light and glare shall be taken at the areas of concern.

11th Street Property Line	Maximum
Specified Spill Line Horizontal Footcandles	14.50 fc
Specified Spill Line Max Vertical Footcandles	15 fc
Specified Spill Line Max Candela (taken at 5 ft above grade)	173,000 cd
Santa Lorraine Street Property Line	Maximum
Specified Spill Line Horizontal Footcandles	18.50 fc

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Specified Spill Line Max Vertical Footcandles	30 fc
Specified Spill Line Max Candela (taken at 5 ft above grade)	286,000 cd

- D. Environmental Glare Impact Scans: Environmental glare impact scans must be submitted showing the maximum candela from the field edge on a map of the surrounding area until 300,000 candela or less is achieved.
- E. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights. Illumination level shall be measured in accordance with the IESNA LM-5-04 after 1 hour warm up.
- F. Sample Photometry: The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.
- G. Field Verification – Lighting manufacturer shall supply field verification of environmental light control using a meter calibrated within the last 12 months:
 - 1. Spill verification: The light sensing surface of the light meter should be held 36 inches above the playing surface with the sensing surface horizontal (for horizontal readings) or vertically pointed at the brightest light bank (for max vertical readings).
 - 2. Glare verification: The light sensing surface of the luminous intensity meter should be held 60 inches above grade with the aperture adjusted so that it detects luminous intensity from the brightest luminaire on each light bank.

1.4 LIFE-CYCLE COSTS

- A. Manufacturer shall submit a 25-year life cycle cost calculation as outlined in the required submittal information.
- B. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years from the date of equipment shipment. Individual outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

PART 2 – PRODUCT

2.1 SPORTS LIGHTING SYSTEM CONSTRUCTION

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized

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per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

- C. System Description: Lighting system shall consist of the following:
1. Galvanized steel poles and cross-arm assembly.
 2. Non-approved pole technology:
 - a. Square static cast concrete poles will not be accepted.
 - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
 3. Lighting systems shall use concrete foundations. See Section 2.3 for details.
 - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-inforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
 4. Manufacturer will supply all drivers and supporting electrical equipment
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.
 5. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
 6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 7. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
 8. Control cabinet to provide remote on-off control and monitoring of the lighting system. See Section 2.4 for further details.
 9. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
 - a. Integrated grounding via concrete encased electrode grounding system.

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- b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

D. Safety: All system components shall be UL listed for the appropriate application.

2.2 ELECTRICAL

A. Electric Power Requirements for the Sports Lighting Equipment:

1. Electric power: See plans.
2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

B. Energy Consumption: The kW consumption for the field lighting system shall be 41.40 kW.

2.3 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2012 International Building Code. Wind loads to be calculated using ASCE 7-10, an ultimate design wind speed of 140 and exposure category C.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).
- C. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report. If a geotechnical report does not exist the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2012 IBC Table 1806.2.

2.4 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- C. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities

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for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- E. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

 - 1. Cumulative hours: shall be tracked to show the total hours used by the facility
 - 2. Report hours saved by using early off and push buttons by users.
- F. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

PART 3 – EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor’s responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner’s approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of Texas for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY TIMING

- A. Delivery Timing Equipment On-Site: The equipment must be on-site 6-8 weeks from receipt of approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
- B. Field Light Level Accountability

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1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 Years.
 2. The contractor/manufacturer shall be responsible for an additional inspection one year from the date of commissioning of the lighting system and will utilize the owner's light meter in the presence of the owner.
 3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities.
Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

PART 4 – DESIGN APPROVAL

4.0 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

- A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.0.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.
- B. Approved Product: Musco's Light-Structure System™ with TLC for LED™ is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.

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- D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

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REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED)
10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. Submit checklist below with submittal.

Yes / No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	On Field Lighting Design	Lighting design drawing(s) showing: <ol style="list-style-type: none"> Field Name, date, file number, prepared by Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics Height of light test meter above field surface. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in foot-candles. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years' experience.
	F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	G	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of Texas, if required by owner.
	H	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system to include monitoring. They will also provide ten (10) references of customers currently using proposed system in the state of Texas.
	I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Texas.
	J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of Texas.

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K	Project References	Manufacturer to provide a list of ten (10) projects where the technology and specific fixture proposed for this project has been installed in the state of Texas. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
L	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
M	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
N	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
O	Life-cycle Cost Calculation	Document life-cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system must be included in the warranty. All costs should be based on 25 Years.

The information supplied herein shall be used for the purpose of complying with the specifications [for this project](#). By signing below, I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: _____

Signature: _____

Contact Name: _____

Date: ____ / ____ / ____

Contractor: _____

Signature: _____