

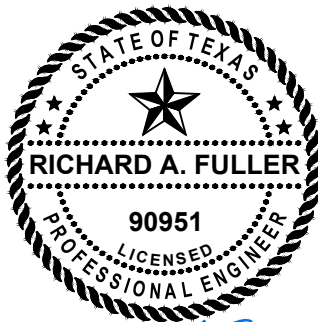


COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

JACKSON AVE DRAINAGE IMPROVEMENTS- PHASE II (9TH ST. TO NORTH OF 14TH ST.)

ITB #B231025



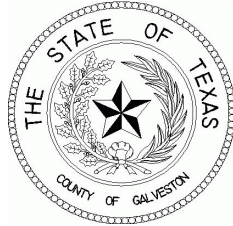

06/20/2023

June 2023

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**GALVESTON COUNTY
PURCHASING DEPARTMENT**



INVITATION TO BID

ITB #B231025

**JACKSON AVE DRAINAGE IMPROVEMENTS PHASE II
(9TH ST. TO NORTH OF 14TH ST.)**

BID DUE DATE: 07/25/2023

2:00 P.M. CST

***Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372***



INVITATION TO BID
JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II
(9TH ST. TO NORTH OF 14TH ST.)
GALVESTON COUNTY, TEXAS

Purpose:

Galveston County is seeking a contractor to construct Jackson Avenue Drainage and Street Improvements Phase II. The scope of work consists of the items shown on the construction drawings and attached specifications, and generally described as follows:

- Installation of approximately 1,550 LF of 7-Foot by 3-foot concrete box culverts,
- Multiple Type E inlets,
- Manholes, and
- Reconstruction of Jackson Avenue paving.

The project is located in Bacliff, Texas, on Jackson Avenue, approximately 40 feet west of 9th street to approximately 30 feet west of 14th street.

Sealed bids in **sets of four (4), one (1) unbound single-sided original and three (3) single-sided copies**, will be received in the office of the Galveston County Purchasing Agent **until 2:00 P.M. CST, on Tuesday, July 25, 2023**, and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bids received after 2:00 P.M. CST on the specified date will be returned unopened.

All submittals must be marked on the outside of the sealed envelope:

ITB #B231025, Jackson Ave Drainage Improvements - Phase II (9th St. to North of 14th St.)

Bidder's name, return address, should be prominently displayed on the proposal package for identification purposes.

Virtual Bid Opening:

Interested parties can attend the Tuesday, July 25, 2023, at 2:00 p.m. bid opening virtually. Join the meeting link below:

Join from Meeting Link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=mb49f32db2d47d44d4bcc302f36909cbb>

Pre-Bid Conference:

A non-mandatory Pre-Bid conference will be held on Wednesday, July 5, 2023, at 10:00 a.m., CST. Join the meeting link below:

Join from Meeting Link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=me7ad811ab4ecbbedeaad4b2979e252c0>

Plans and Specifications: Specifications can be obtained by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/county-offices/purchasing>

Copies of bid/Contract Documents may also be obtained from www.Civcast.com search Jackson Ave Drainage Improvements - Phase II (9th St. to North of 14th St.). Proposers must register on this website in order to view and/or download specifications and plans for this project. There is NO charge to view or download documents. Hard copies can be purchased through CivCast. If copies of the proposing documents are to be mailed, please contact IDS Engineering Group, Inc, at 713.462.3178.

Pricing: Submitted prices, if required and applicable, shall be either lump sum or unit prices as shown on proposal sheets. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt, and no taxes should be included in proposal pricing.

Bonding Requirements:

- **BID GUARANTEE:** Evidencing its firm commitment to engage in the contract if Bidder is selected for award of contract, each Bidder is required to furnish with their proposal a Cashier's Check, or an acceptable Bidder's Bond, in the amount of five percent (5%) of the total contract price. The Bidder's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/proposal guarantee in the proper form and amount, by the time set for opening of bids may be cause or rejection of the proposal.
- **PERFORMANCE AND PAYMENT BONDS:**
Successful bidder, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).
- **DAVIS-BACON WAGE RATES:**
Davis-Bacon Wage Rates are requirements for this solicitation.
Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor 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. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, **Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**.
- **DEBARMENT AND SUSPENSION:**
To participate in this solicitation, respondent certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. All contractors/subcontractors that are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

**GENERAL PROVISIONS
JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II
(9TH ST. TO NORTH OF 14TH ST.)
GALVESTON COUNTY, TEXAS**

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The Special Provisions and the General Provisions of this Invitation to Bid and the Exhibits attached hereto are made are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

This solicitation is issued under the general guidance and mandates as referenced in the *Texas Local Government Code, SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL, Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing Act.*

Interested parties are requested to familiarize themselves with these provisions as well as the entire General and Special Provision sections of this document prior to participating and submitting a response to this request.

1. BID PACKAGE

*The Invitation to Bid, General and Special Provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Bid are all part of the Bid package and Resultant Contract. **Bids must be submitted in sets of four (4), one (1) unbound single-sided original, and three (3) single-sided copies,** on the forms provided by the County if County forms are provided and shall include the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners' Court. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid under the terms and conditions in this request for Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this request for Bid and the Bidder's response hereto.*

Bidder further understands that Bidders' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners' Court and the contract properly executed by the Commissioners' Court.

All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail.

Each Bidder is required to thoroughly review this entire Invitation to Bid package to familiarize themselves with the Bid procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Bidder will execute with the County.

2. BIDDER'S RESPONSIBILITY

The Bidder must affirmatively demonstrate its responsibility. The Bidder must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances, and orders regarding this request for Bid;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics; and
- E. be otherwise qualified and eligible to receive an award.

3. TIME FOR RECEIVING BIDS

The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. **Potential proposers must register through the online portal to participate electronically.** "Walk-in (hand delivered)" or "mailed-in" proposal submittals are statutorily

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allowed, however, **proposers are strongly encouraged to submit their bids and proposals online via Galveston County's e-Procurement Portal located at <https://galvestoncountytx.bonfirehub.com/>.**

Registration is open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential proposers should visit the link below and click on the New Vendor Registration tab to register your business:

<https://galvestoncountytx.bonfirehub.com/portal/?tab=login>

There is no cost to register as a vendor. For more detailed clarification and information on how to register and submit your bids and proposals through Bonfire, click on the video link below:

Submission Video: <https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission->

Bids may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Bidder must deliver the Bid to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

**Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550**

Bids will not be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions section of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the Bids. **For clarity, mailing date/postmark is not sufficient – Bids must be received by the County Purchasing Agent on or before the deadline.** Late Bids will not be accepted and will be returned to the Bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept Bids from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time clock for the purpose of this solicitation and thus shall be the determinant of whether the Bid was timely received.

The Bidder should prominently identify the procurement number and name on the outside of the envelope/ mailing package. If the Bidder fails to identify the request for Bid number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a Bid.

If a Bid is not submitted, return this Request for Bid and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **Bidders are to direct all communications regarding this invitation to bid only to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

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Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the Bid of the firm found to be in non-compliance.

All questions regarding this Invitation to Bid must be submitted in writing to:

**Rufus Crowder, CPPO CPPB
Purchasing Agent
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: purchasing.bids@co.galveston.tx.us**

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective Bidders by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Bidder is advised to carefully review this Invitation to Bid – it provides specific information necessary to aid participating firms in formulating a thorough response. Bidder's failure to examine all documents shall not entitle the Bidder to any relief from the conditions imposing in the Invitation to Bid and the resultant contract.

An authorized person from the Bidder must sign the Bid. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this Request for Bid, the Bidder's response, and all other terms and conditions of the contract. By this signature, the Bidder further acknowledges that the Bidder has read the request for Bid and Bid documents thoroughly before submitting a Bid and will fulfill the obligations in accordance with the terms, conditions, and specifications detailed herein.

5. BID OPENING

The Purchasing Agent shall open the Bids on the date and time specified herein. Bids shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the Bids secret during negotiations. The Purchasing Agent will examine Bids promptly and thoroughly. **Upon opening, no Bid may be withdrawn for a period of sixty (60) calendar days after the Bid opening date.**

6. WITHDRAWAL OF BID / FIRM BID RULE

Bidders may request withdrawal of their sealed Bid prior to the scheduled Bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No Bids may be withdrawn for a period of sixty (60) calendar days after opening of the Bids.

7. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

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8. REJECTION OF BIDS / DISQUALIFICATION

Galveston County, acting through its Commissioners' Court, reserves the right to:

- reject any and all Bids in whole or in part received by reason of this request for Bid;
- waive any informality in the Bids received;
- disregard the Bid of any Bidder determined to be not responsible;
- disregard the Bid of any Bidder determined to have not submitted its Bid timely; and/or
- discontinue its efforts for any reason under this request for Bid package at any time prior to actual execution of contract by the County.

Bidders may be disqualified, and rejection of Bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the Bid forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of Bidder;
- C. Failure to properly complete the Bid;
- D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Department;
- E. Failure to meet the mandatory requirements of this request for Bid; and/or
- F. Evidence of collusion among Bidders.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective Bidder to review the entire request for Bid packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Bid procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for Bid opening. Bidders are to submit their Bid as specified herein or propose an approved equal.

10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Bidder desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder, by submission of its Bid, certifies that if awarded any portion of this procurement, the Bidder will supply only material and equipment that is 100% asbestos free.

11. EXCEPTIONS TO BID CONDITIONS

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this request for Bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid. If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

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The Bidder must specify in its Bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Bid and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

12. PRICING

Bids will be either lump sum or unit prices as shown on the Bid sheets if included. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges. Galveston County is a tax-exempt local government of the State of Texas, therefore, no taxes shall be included with submitted pricing.

Cash discount must be shown on the Bid, otherwise prices will be considered net. Unless prices and all information requested are complete, the Bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If awarded company will accept payment via credit card (Visa, MasterCard, etc.), this should be notated in the Bid submittal.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances, Contractor prices shall remain firm throughout the contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass-through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass-through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original Bid.

A request for a pass-through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid submit the request to the Commissioners' Court for authorization and determination of the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for the product as such cost is reflected in Contractor's original Bid or the

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duration exceed a period of sixty (60) calendar days. In addition, should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF BIDS

A Bidder may modify a Bid by letter at any time prior to the submission deadline for receipt of Bids. Modification requests must be received by the Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by Bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. PRE-BID CONFERENCE

A pre-bid conference for the purpose of discussing contract requirements and answering questions of prospective Bidders may be conducted in this procurement. A pre-Bid conference may be mandatory or voluntary. If the pre-bid conference is mandatory, then the County is authorized to condition acceptance of a Bid on compliance with attendance. The Special Provision section of this procurement shall specify if a pre-bid conference is to be held and shall specify whether the pre-bid conference is mandatory or voluntary. Regardless of whether the pre-Bid conference is mandatory or voluntary, only a principal, officer, or employee of the Bidder may represent the Bidder at the pre-bid conference and no person may represent more than one Bidder at the pre-bid conference.

17. SIGNATURE OF BIDS

Each Bid shall give the complete name of the Bidder and the mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each Bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and Bid response sheets may disqualify the Bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to tender the Bid on behalf of the Bidder and to sign the Bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

18. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Bidder whose Bid is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

"Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners' Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best bid for a contract for the purchase of road construction material, the Commissioners' Court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The Commissioners' Court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

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Each Bidder, by submitting a Bid, agrees that if its' Bid is accepted by the Commissioners' Court, the Bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Bid, including but not limited to the best and final offer if applicable, and the contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the Bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County's legal counsel prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept Bids on individual items listed, or group items, or on the Bid as a whole; to reject any and all Bids; to waive any informality in the Bids; to disregard Bids that are not submitted timely; to disregard the Bids of Bidders determined to be not responsible; and to accept the Bid that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written Bid.

In determining and evaluating the best Bid, the pricing component may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items.

The County reserves the right to reject any or all Bids in whole or in part received by reason of this Request for Bid and may discontinue its efforts under this Request for Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Bidder whose Bid does not meet the mandatory requirements set forth in this request for Bid will be considered non-compliant.

The invitation to submit a Bid which appears in the newspaper, or other authorized advertising mediums, these general provisions, the special specifications which follow, the Bid sheets, forms, and any addenda issued are all considered part of the Bid and resultant contract.

Each Bidder, by submitting a Bid, agrees that if its Bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this request for Bid and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose Bid complies with all the requirements in the request for Bid.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

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19. DISPUTE AFTER AWARD / PROTEST

Any actual or prospective Bidder who is allegedly aggrieved in connection with this procurement or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The Bidder acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

If Bidder considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its Bid, Bidder expressly affirms that it has clearly and conspicuously marked any information within its submission that Bidder considers confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Bidder has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the Bidder of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the Bidder to submit correspondence to the Attorney General if the Bidder wishes its information to be withheld. Bidder is deemed to have knowledge of the Public Information Act. **By the submission of its Bid, Bidder expressly acknowledges that the burden to withhold its' information from public disclosure lays with the Bidder;** thus, Bidder further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if Bidder wishes to have its' information withheld from public disclosure.

21. BIDDER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, Bidder acknowledges and agrees that the confidentiality of any and all email addresses Bidder uses or discloses in communicating with the County are **open** to the public in accordance with Section 552.137 of the Government Code and Bidder consents to the release of its email addresses.

22. RESULTANT CONTRACT

Bidder should submit a proposed contract / agreement with its response, or its sample material terms and conditions for review and consideration.

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317–200.326 and Appendix II are referenced in the General Provisions section of this solicitation.

The resultant contract consists of the following documents: Invitation to Bid, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Bidder's Bid, Bid Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

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The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies and Procedures.

Amendments will also be brought to Galveston County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

Bidder shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, solicitation package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached Bid, Bidder must sign three (3) original contracts and return all three with their Bid submittal.

The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by The resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

To satisfy cost reasonableness responsibilities at the time of any extension period, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered, or other service options be utilized.

23. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

24. COLLATERAL CONTRACT

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

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Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

25. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Bidder of the provisions of the contract shall be issued by the County through its Legal counsel, and all replies shall be made in writing to the County's legal counsel. Notices issued by or issued to anyone other than the County's legal counsel shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Bids or further negotiations. At a minimum, Bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs, and attorney fees.

In the event of Termination for Default, Galveston County, its agents, or representatives shall not be liable for loss of any profits anticipated to be made by Bidder.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Bidder:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted Bid and the contract.

26. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Bidder should this contract be terminated early.

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27. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome, and which substantially interferes with operations.

28. ESTIMATED QUANTITIES

Any reference to quantities shown in the request for Bid is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

29. CONTRACTOR INVESTIGATION

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Bidder shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the Bidder receives an award as a result of its Bid submission in this procurement, the Bidder's failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

30. NO COMMITMENT BY COUNTY OF GALVESTON

This request for procurement does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Bid in response to this request for Bid and does not commit the County of Galveston to procure or contract for services or supplies.

31. BID COSTS BORNE BY BIDDER

Galveston County shall not be liable for any costs incurred by Bidder in preparation, production, or submission of a Bid, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by Bidder prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder by reason of attending a pre-Bid conference. Galveston County shall not be liable for any costs incurred by Bidder by reason of the County invoking use of best and final offers.

32. BEST AND FINAL OFFERS (BAFO)

In acceptance of Bids, the County reserves the right to negotiate further with one or more of the Bidders as to any features of their Bids and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the Bidders. If a Best and Final Offer is invoked, this allows acceptable Bidders the opportunity to amend, change, or

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supplement their original Bid. Bidders may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

33. SINGLE BID RESPONSE

If only one Bid is received in response to the request for Bid, a detailed cost Bid may be requested of the single Bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost Bid to determine if the price is fair and reasonable.

34. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this Bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to whether any addenda to this request for Bid have been issued, as the successful Bidder will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of Bids. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's request for Bid list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of Bids may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their Bids. In any case, the Bid opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of Bids.

35. BID IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any Bid.

36. BID DISCLOSURES

While this procurement is pending, the names of those who submitted Bids will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the Bid information will be released unless in conformity with the County Purchasing Act. Bidders are requested to withhold all inquiries regarding their Bid or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a Bid was received - violations of this provision may result in the rejection of a Bid.

37. INDEMNIFICATION

The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the

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expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

38. REQUIREMENT OF AND PROOF OF INSURANCE

The successful Bidder shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, Commercial General Liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

- A. For damages arising out of bodily injury to or death of one person in any one accident:
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident:
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not

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allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Workers' Compensation Insurance: Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its' employees, including but not limited to full time, part time, and emergency employees employed by the successful Bidder. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Bidder to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Bidder shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

Subrogation Waiver. Bidder and Bidder's insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Bidder's performance under this agreement.

39. BID GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each Bidder shall be required to submit a Bid guarantee with its Bid as required within this Section.

Evidencing its firm commitment to engage in contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a cashier's check or an acceptable Bidder's bond (generally, a bid bond) in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the Bid guarantee in the proper form and amount, by the time set for opening of Bids may be cause for rejection of the Bid.

The cashier's check or Bidder bond (as applicable) will be returned to each respective unsuccessful Bidder(s) after the Commissioners' Court award of contract and shall be returned to the successful Bidder upon the completion and submission of all contract documents. Provided however, that the cashier's check or Bidder bond will be forfeited to the County as liquidated damages should successful Bidder fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its Bid.

40. PERFORMANCE AND PAYMENT BONDS (if required)

Successful Bidder, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate

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surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

- a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for Bid is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

41. PATENT AND COPYRIGHT PROTECTION

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Bidder also agrees that if Bidder is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.

42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Bidder may be required under Chapter 176 of the Texas Local Government Code to complete and file a Conflict-of-Interest Questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If Bidder is required to file a CIQ Form, then **the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.**

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Business relationship. If Bidder has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Bidder has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Family member. For purposes of the business relationship and gift giving reporting requirements, a “family member” means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Bidder has a “family relationship” with a local government officer of Galveston County then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, “family relationship” means Bidder is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse’s grandchild, spouse’s grandparent, grandparent’s spouse, grandchild’s spouse, stepson, stepdaughter, stepmother, and stepfather.

Bidder must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Bidder is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Bidder’s convenience, a blank CIQ Form is enclosed with this Bid package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent’s website. This website is linked from the Galveston County homepage, at <http://www.galvestoncountytexas.gov>.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Bidder’s sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder is advised that it is an

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offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Bidder is awarded a contract.

If Bidder has any questions about compliance with Chapter 176, Bidder may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

43. DISCLOSURE OF INTERESTED PARTIES/FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners' Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of the Texas Ethics Commission website pertaining to Form 1295 is:

www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 must be completed electronically through the Texas Ethics Commission website (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

Successful Bidder is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners' Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.

After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Department representative will, within 30 days, go to the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295.

44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM

Bidder certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, Bidder has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and

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Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its Bid.

The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Bidder's Bid and is a mandatory requirement of this request for Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for Bid and grounds for the rejection of Bidder's Bid.

Bidder shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then Bidder must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

<http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw> or at
<https://www.sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any Bidder unless and until such registration is current and in good standing under SAM. Successful Bidder must maintain SAM registration throughout the entire term of the agreement with the County. If this contract involves the use of Federal funds, then Bidder must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement; failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of Bidder's response to this procurement (i.e., bid, Bid, or qualifications statement, as applicable).

45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

(Texas Government Code 2252.151; 2252.152) Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)“**Company**” has the meaning assigned by Section 806.001.

(2)“**Foreign terrorist organization**” means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3)“**Governmental contract**” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)“**Governmental entity**” has the meaning assigned by Government Code, Section 2252.001.

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or

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affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

46. VERIFICATION NOT TO BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

- (1) "**Boycott Israel**" has the meaning assigned by Section 808.001.
- (2) "**Company**" has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.
- (2) "**Governmental entity**" has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, **CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement.** For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or 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.

47. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

48. CONTROLLING LAW AND VENUE

Bidder acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

49. MERGERS, ACQUISITIONS

The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a Bid is submitted.

If subsequent to the award of any contract resulting from this request for Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County:

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- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM for contracts involving Federal funds;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

50. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

51. ACCURACY OF DATA

Information and data provided through this request for Bid are believed to be reasonably accurate.

52. SUBCONTRACTING/ASSIGNMENT

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

53. INDEPENDENT CONTRACTOR

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or Bidder's subcontractors perform in providing the requirements stated in the request for Bid.

54. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and ensure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

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55. SUBJECT TO APPROPRIATION OF FUNDS

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

56. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the Bidder acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

57. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

CODE OF ETHICS – Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards:

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

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- The employee or any member of the employee's family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

Kickbacks:

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

Contract Clause:

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information:

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Prohibition against Contingent Fees:

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County 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 for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:

Bidder represents and warrants, by signing and submitting its Bid, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:

The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

58. NON-COLLUSION AFFIDAVIT

Bidder certifies, by signing and submitting a Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or

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anyone else to put in a sham Bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other Bidder, or to fix any overhead, profit or cost element of the Bid price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

A blank Non-Collusion Affidavit is included with this Bid packet. Bidder must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its Bid. This is a mandatory requirement of this request for Bid. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Bid shall be considered non-compliance with the requirements of this request for Bid by the Bidder and grounds for the rejection of Bidder's submission.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this request for Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, **the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.**
- c. Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 the certification is a prerequisite for making or entering into a contract with Bidder and is imposed by Section 1352, Title 31, United States Code. Further, 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.

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The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of Bidder's Bid and is a mandatory requirement of this request for Bid. Bidder's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for Bid and grounds for the rejection of the Bidder's Bid.

60. NON-DISCRIMINATION

- a. **Equal Employment Opportunity:** Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. 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. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Bidder will, in all solicitation or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Bidder will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement 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.

Bidder will include the provisions herein in every subcontract or purchase order unless exempted.

- b. **Drug Free Work Place Act:** Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.
- c. **Americans with Disabilities Act:** Bidder shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.
- d. **OSHA Regulations:** Bidder agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. **Compliance with Immigration Laws and Use of E-Verify:** Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. **State and Federal Law Compliance:** Bidder agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.
- g. **The Contractor shall comply with the Age Discrimination Act of 1975** which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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61. RECORD RETENTION AND RIGHT TO AUDIT

Bidder shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Bidder shall allow the County reasonable access to the records in Bidder's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Bidder shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Bidder shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

62. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.

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(6) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)

The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (2) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (3) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

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- (5) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (6) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (8) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (9) Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.
- (10) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under

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the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).

- (12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- (14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- (15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- (16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)

To the extent they apply, affirms, and agrees to the following, without exception:

- 1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .
- 2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
- 3. Under Section 231.006 of the Family Code, the vendor or applicant [] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.
- 5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety

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Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the

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agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
 16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
 17. Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.

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18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK,

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

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

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29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO.

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must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Bidder certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Bidder acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated, and payment withheld if this certification is inaccurate. Finally, by the submission of its Bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the request for Bid and that all such persons are current in child support payments.

66. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its Bid, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

67. LABOR STANDARDS

On contracts funded under a federal grant: Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Bidder shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

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Effective Date:

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

Procurement:

New provisions for procurements by States (2 C.F.R. § 200.317):

When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:
 - (1) Informal (micro-purchase, small purchase);
 - (2) Formal (sealed bids, proposals); and
 - (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from \$3,500 to \$10,000. Micro-purchase thresholds higher than \$10,000 are based on certain conditions that include a requirement to maintain records for threshold up to \$50,000 and a formal approval process by the Fed. Govt. for threshold above \$50,000.

More specifically, for Grants to States:

- (1) the subrecipient may self-certify an increase of the micro-purchase threshold up to \$50,000 (based on certain requirements).
- (2) micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from \$150,000 to \$250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

2 C.F.R. § 200.317. Procurements by states.

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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 §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013

2 C.F.R. § 200.318. General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (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.
- (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.

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(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 § 200.213 Suspension and debarment.

(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.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. 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:

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- (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.
- (b) 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.
- (c) 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.
- (d) 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.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

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(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). 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 bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

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

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) 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.

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

- (i) Bids must be solicited from an adequate number of known suppliers, 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;
- (ii) 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;
- (iii) 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;
- (iv) 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
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-

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reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor 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 are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

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

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

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

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

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 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:

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- (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 (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.322. 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.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. 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—Cost Principles 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.

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69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. 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.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

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2 C.F.R. § 200.325. 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 obligations 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.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) 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.

(B) All contracts in excess of \$10,000 must 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.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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 (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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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.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 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.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES

(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

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(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

69. PROCUREMENT LAWS

- a. Bidder shall comply with all applicable local, State, and Federal laws, rules, and regulations.
- b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:
 - 1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).
 - (a) 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, national original, disability, or veteran status. 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, national original, disability or veteran status. 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 contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or veteran status.
 - (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.

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- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by 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 contractor's 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 cancelled, 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.
- 2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:
- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) 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; and
 - (d) 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.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

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A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

- 3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractor 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 (the County) 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 condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (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”).
- 4.) **Compliance with the Copeland “Anti-Kickback” Act.** Contractor is 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 the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. “Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both.” 18 U.S.C. § 874.
 - (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
 - (b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be 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.
 - (c) Breach. A breach of the contract clause 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) Where applicable, all contracts awarded by the County 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 the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 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 purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

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- (b) 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 subsection 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 subsection, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.
 - (3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County 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 subsection.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection 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 subsection.
- 6.) **Rights to Inventions Made Under a Contractor Agreement.**
- (a) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient 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 the awarding agency.
 - (b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation 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 awards under these programs do not meet the definition of “funding agreement.”
 - (c) The regulations and 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 Tennessee Valley Authority, 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

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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 (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**
- (a) 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 agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.
 - (b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.
- 8.) **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. 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).
- Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Bidder agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
- (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.
 - (c) 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.
- 10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;

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- (2) Extend or renew a contract to procure or obtain; or
- (2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) Procurement of Recovered Materials (2 C.F.R. § 200.323)

- (a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

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.

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- (b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- (e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <https://www.epa.gov/cpg/products.htm>.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPM

71. ENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

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A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

72. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions

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required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

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For purposes of this Part “program or activity” is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. “Funded in whole or in part with community development funds” means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR. For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

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- (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 therefore 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 (write in the name of the Federal agency or the loan or grant recipient) 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.

COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall 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. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

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A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of \$2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are 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.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

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 Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) 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.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB

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guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). 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). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which 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.
5. 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.
6. 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.
7. 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,

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1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 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.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals

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on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
 - i Recruitment, advertising, and job application procedures.
 - ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii Rates of pay or any other form of compensation and changes in compensation.
 - iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v Leaves of absence, sick leave, or any other leave.
 - vi Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii Activities sponsored by the contractor including social or recreational programs.
 - ix Any other term, condition, or privilege of employment.

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- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

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- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
- i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
 - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the

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contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING STANDARDS

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent

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feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation to Bid. Certification of such coverage must be provided to the County upon request.

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.

LEAD-BASED PAINT (24 CFR 570.608)

Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

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- a. Collude, conspire, or agree with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.
- b. Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, 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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- C. 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;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

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- E. 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.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as

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applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Pursuant to 2 CFR 200.322, Contractor 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). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

- b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled “Restrictions on Public Works Projects.” (Set out under “Contract Clauses” below.)
- c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Bidder certifies that it:
 - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
 - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
 - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- d. Inability to certify. A Bidder unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- f. Notice. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Bidder (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. “Component”, as used in this clause, means those articles, materials, and supplies incorporated directly into the product. “Contractor or subcontractor of a foreign country,” as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to

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be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

- i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
 - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
 - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.
- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
 - c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
 - d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

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e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))

Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

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

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), 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, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), 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. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and

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Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

73. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO)

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations. Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

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Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §3601, et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

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GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

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ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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74. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.

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- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage

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pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

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Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum¹ three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum² five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)

An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

- (1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.
- (2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
- (4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining prorated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in

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part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.

- (5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.
- (6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

75. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

76. LEAD AND ASBESTOS

If this request for Bid involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation, or other actions as required by federal, State, or

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local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

77. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL

Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

78. FEDERAL GOVERNMENT NOT A PARTY

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

79. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

80. ACKNOWLEDGMENT OF GOVERNMENT RECORD

Bidder acknowledges that its submission in this Request for Bids, including its Bid, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

81. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES

Bidder acknowledges, by its submission in this request for bids, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

82. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

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**GENERAL PROVISIONS
JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II
(9TH ST. TO NORTH OF 14TH ST.)
GALVESTON COUNTY, TEXAS**

83. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Bidder shall provide its notice information with its Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

To the Contractor at:

End of General Provisions

SPECIAL PROVISIONS

**INVITATION TO BID
JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II
(9TH ST. TO NORTH OF 14TH ST.)**

GALVESTON COUNTY, TEXAS

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SPECIAL PROVISIONS

INVITATION TO BID JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II (9TH ST. TO NORTH OF 14TH ST.)

GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE

Galveston County is seeking a contractor to construct Jackson Avenue Drainage and Street Improvements Phase II. The scope of work consists of the items shown on the construction drawings and attached specifications, and generally described as follows:

- Installation of approximately 1,550 LF of 7-Foot by 3-foot concrete box culverts,
- Multiple Type E inlets,
- Manholes, and
- Reconstruction of Jackson Avenue paving.

The project is located in Bacliff, Texas, on Jackson Avenue, approximately 40 feet west of 9th street to approximately 30 feet west of 14th street.

The engineer's construction cost estimate is \$2,800,000.00

B. EXCEPTIONS TO BID CONDITIONS

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid submittal.

If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

The Bidder must specify in its Bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Bid and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Bidders of any changes:

Advertise Solicitation (first date of publication)	Wednesday, June 21, 2-23
Advertise Solicitation (second date of publication)	Wednesday, June 28, 2023
Non-mandatory Pre-Bid Conference	Wednesday, July 5, 2023 at 10:00 a.m.
Deadline for Questions & Inquiries	Tuesday, July 11, 2023 by 5:00 p.m.
Submission Deadline / Bid Opening	Tuesday, July 25, 2023, at 2:00 p.m.

SPECIAL PROVISIONS

INVITATION TO BID JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II (9TH ST. TO NORTH OF 14TH ST.)

GALVESTON COUNTY, TEXAS

Virtual Bid Opening:

Interested parties can attend the Tuesday, July 25, 2023, 2:00 p.m. bid opening virtually. Instructions are listed below:

Join from the meeting link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=mb49f32db2d47d44d4bcc302f36909cbb>

Join by meeting number

Meeting number (access code): 2490 003 5824

Meeting password: B231025 (2231025 from video systems)

Tap to join from a mobile device (attendees only)

+1-415-655-0001,,24900035824## US Toll

Join by phone

+1-415-655-0001 US Toll

Global call-in numbers

Join from a video system or application

Dial 24900035824@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held on Wednesday, July 5, 2023, 10:00 a.m.

Interested parties can attend the pre-bid conference virtually. Instructions are listed below.

Join from the meeting link.

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=mc7ad811ab4ecbbdeaad4b2979e252c0>

Join by meeting number

Meeting number (access code): 2498 564 9967

Meeting password: B231025 (2231025 from video systems)

Tap to join from a mobile device (attendees only)

+1-415-655-0001,,24985649967## US Toll

Join by phone

+1-415-655-0001 US Toll

Global call-in numbers

Join from a video system or application

SPECIAL PROVISIONS

INVITATION TO BID JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II (9TH ST. TO NORTH OF 14TH ST.)

GALVESTON COUNTY, TEXAS

Dial 24985649967@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

E. SUBMISSION INSTRUCTIONS

One (1) unbound single-sided original Bid, and three (3) single-sided copies must be submitted no later than **2:00 P.M. CST, on Tuesday, July 25, 2023:**

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bids received after **2:00 P.M. CST** on the specified date will be returned unopened.

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/county-offices/purchasing>

F. BID SURETY

A surety / bid bond is a requirement of this solicitation.

G. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds are requirements of this solicitation.

H. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process is not applicable to this solicitation.

I. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates are requirements of this solicitation.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor 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. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, **Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**.

SPECIAL PROVISIONS

INVITATION TO BID JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II (9TH ST. TO NORTH OF 14TH ST.)

GALVESTON COUNTY, TEXAS

J. PERSONNEL TO CONTACT

Bidders desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Bidder, which in the opinion of the County affects all Bidders or would be prejudicial to other Bidders if not communicated, shall be furnished to all Bidders as an addendum to the solicitation. Bidders **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Bidders must e-mail their requests (with the subject line “**Jackson Ave Drainage Improvements - Phase II (9th St. to North of 14th St.)– ITB #B231025– Questions**”) for additional information and/or clarification to the address listed above. The request must include the Bidder’s name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Bidders should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County’s procurement web page. **It is the Bidder’s sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Bidders should check the County’s procurement web page for all addenda prior to submitting a response.

The County’s procurement web page is located at <http://www.galvestoncountytexas.gov/county-offices/purchasing>

The Bidder must acknowledge the receipt of all addenda on the forms provided. In the event a Bidder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgement of one or more addenda.

Bidders who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Bidder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

SPECIAL PROVISIONS

INVITATION TO BID JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II (9TH ST. TO NORTH OF 14TH ST.)

GALVESTON COUNTY, TEXAS

K. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Michael Shannon
County Engineer
722 Moody, (21st St.), 1st Floor
Galveston, TX 77550

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

L. REQUIREMENTS OF INVITATION TO BID

Bidder shall provide one (1) unbound single-sided original and three (3) single-sided hard copies of its response, to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

Bidders shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

M. INSURANCE

Bidder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Bidders may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Bidder has such insurance. Provided however, that successful Bidder(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Bidder commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

SPECIAL PROVISIONS

INVITATION TO BID JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II (9TH ST. TO NORTH OF 14TH ST.)

GALVESTON COUNTY, TEXAS

Workers' Compensation Insurance. Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Bidder shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Bidder shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

N. AWARDED PRICES

Any unit prices submitted by the Bidder shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

O. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

**Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553**

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 8, item 13, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

SPECIAL PROVISIONS

**INVITATION TO BID
JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II
(9TH ST. TO NORTH OF 14TH ST.)**

GALVESTON COUNTY, TEXAS

End of Special Provisions



Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

- (1) "Boycott Israel" has the meaning assigned by Section 808.001.
- (2) "Company" has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.
- (2) "Governmental entity" has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or 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.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date: _____

Business Name of Contractor: _____

Company Address: _____

County of Contractor: _____

A Individual: _____

Signature of Individual: _____



Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1) "Company" has the meaning assigned by Section 806.001.

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

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

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date: _____

Business Name of Contractor: _____

Company Address: _____

County of Contractor: _____

Name of Individual: _____

Signature of Individual: _____

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and
returned to the Galveston County Purchasing Agent

Procurement Number and Description: ITB #B231025, Jackson Ave Drainage
Improvements - Phase II (9th St. to North of 14th St.)

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, 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 proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Organization/Corporation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Signatory for Proposer: _____ Date Signed: _____

Title of Authorized Signatory of Proposer: _____

State of Texas

§

County of Galveston

§

§

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
(Individual, Partner, Corporate Officer) (Name of Qualifier)
submitted the attached Qualification in **ITB #B231025, Jackson Ave Drainage Improvements - Phase II (9th St. to North of 14th St.)**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, _____ (Principal's Name) _____ of _____ (Company Name) _____, (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents. (For up-to-date listing, please go to <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory>)

Printed Name and Title

Signature

Date

USE OF RECOVERED MATERIAL

Please check one:

- Recovered materials are included in this bid:
Materials included _____
- Recovered materials are not reasonably available in a reasonable period of time.
- Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- Recovered materials are only available at an unreasonable price.

Printed Name and Title

Signature

Date

BID FORM
JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II
(9TH ST. TO NORTH OF 14TH ST.)
COUNTY OF GALVESTON, TEXAS

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

THE COMPANY OF: _____

ADDRESS: _____

FEIN (TAX ID): _____

The following shall be returned with your bid. Failure to do so may be ample cause for rejection of bid as non-responsive. It is the responsibility of the Bidder to ensure that bidder has received all addenda.

Items:	Confirmed (X):
1. References (if required)	_____
2. Addenda, if any	#1_____ #2_____ #3_____ #4_____
3. One (1) original and three (3) copies of submittal	_____
4. Bid Form	_____
5. Vendor Qualification Packet	_____
6. Debarment Certification Form	_____
7. Non-Collusion Affidavit	_____
8. Payment Terms:	_____net 30 _____Other
9. Lobbying Form	_____
10. Contracts with Certain Companies	_____
11. Contracts Concerning Israel	_____
12. Bid Bond	_____
13. Contractor's Certification	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

BID FORM
JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II
(9TH ST. TO NORTH OF 14TH ST.)
GALVESTON COUNTY, TEXAS

Bidder shall use this form to provide the information for notice.

1. Contact information for notice:

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

2. If a copy of notice is requested, please complete below:

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Bidder to submit reference information. Bidder shall use this form to provide minimum required reference information. If Bidder wishes to provide more than the minimum, Bidder should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Bidder's capability to carry out the requirements set forth in this bid:

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

BID FORM
JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II
(9TH ST. TO NORTH OF 14TH ST.)
GALVESTON COUNTY, TEXAS

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

References of major supplier of Bidder who can speak to the financial capability of the Bidder to carry out the requirements set forth in this bid:

1. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

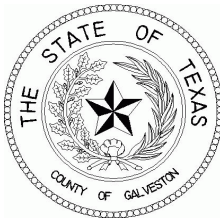
2. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

3. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

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County of Galveston

**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY
Executive Orders 12549 & 12689 Certification, Debarment and Suspension**

Solicitation Number: ITB #B231025

Solicitation Title: Jackson Ave Drainage Improvements - Phase II (9th St. to North of 14th St.)

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Name of Business

Date

By: _____
Signature

Printed Name & Title



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following forms to:

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

PEID Form: Person /Entity Information Data

W -9 Form: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-rd/ffw9.pdf> for the latest revision of this form.)

CIQ Form: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Debarment: **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
*Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request. Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on***

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C. F. R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.

Information regarding the SAM is available at:

<http://federalcontractorregistry.com/?eclid=CIGlh2rr8wCFYkCaQoducANZw> or at

<http://sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

Direct Deposit: Direct Deposit Authorization Form – Temporarily suspended until further notice

Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars (\$300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage at <http://www.galvestoncountytexas.gov>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



COUNTY of GALVESTON

Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

1.	Business Name:			
	Attention Line:			
2.	Physical Address:			
	City:		State:	Zip+4:
3.	Billing / Remit Address:			
	City:		State:	Zip+4
4.	Main Contact Person:			
	Main Phone Number:			
	Fax Number:			
	E-mail Address:			

Areas below are for County use only.

Requested By:	Phone / Ext. #	
Department:	Date:	
Action Requested - Check One:	IFAS PEID Vendor Number:	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> OneTime	<input type="checkbox"/> Foster Child	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each *officer* with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government *officer* named in this section AND the taxable income is not received from the local governmental entity?

Yes

NO

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an *officer* or director, or holds an ownership of 10 percent or more?

Yes

NO

D. Describe each employment or business relationship with the local government *officer* named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

SPECIAL PROVISIONS FOR CONSTRUCTION

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the American Rescue Plan Act (ARPA) and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda, General Provisions 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.

2. Definitions

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

- (a) The term "Contract" means the Contract executed between the County of Galveston, hereinafter called the Owner, and _____, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means **IDS Engineering Group**, Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Invitation to Bid, , Signed Copy of Bid, General Conditions, Special Provisions For Construction, Acknowledgement and Certification Regarding Debarment, Non-Collusion Affidavit, Vendor Qualification Packet, Payment and Performance Bonds, Contract Award, Addenda (if any), Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- (e) The term "Substantially Complete" shall mean that the work is fully completed with the exception of minor miscellaneous work and adjustments.

3. 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 Local Public Agency 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.

4. Subcontracts

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

- (b) No proposed subcontractor shall be disapproved by the city/county except for cause.
- (c) The Contractor shall be as fully responsible to the city/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 and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Fitting and Coordination of Work

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

6. 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 Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) Five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the Owner to the Contractor are moneys 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 Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

(b) Final Payment

- 1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the 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 Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner 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.
- 3) Any amount due the Owner 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 Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) **Withholding Payments**

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, 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 Owner and will not require the Owner 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 Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

(a) The Owner 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 guaranty 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 Owner 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 Owner 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 eighteen percent (18%).

(d) Each change order shall include in its final form:

- 1) A detailed description of the change in the work.
- 2) The Contractor's proposal (if any) or a confirmed copy thereof.
- 3) A definite statement as to the resulting change in the contract price and/or time.
- 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Estimated Quantities

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be

done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

9. 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 Owner, 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 Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- (d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

10. Time

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award. The time for completion will begin to run on the day after the issuance of a notice to proceed by the County. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site.

11. Termination, Delays, and Liquidated Damages

- (a) Right of the Owner 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 Owner 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 Owner 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 Owner 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 Owner for any excess cost incurred. In such event the Owner 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.

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum of \$1,000.00 for each calendar day of delay, until the work is completed, as liquidated damages for such delay. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(c) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
 - a. 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;
 - b. Any acts of the Owner;
 - c. 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 Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 2) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner 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 Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

12. 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 Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

13. 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 Owner for 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 Owner.

- (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 Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

14. 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 Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

15. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to 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) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the owner 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.

16. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner 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.

17. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

18. 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 Owner'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 Owner will pay all other expenses.

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

20. 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 Owner 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 Owner.

- (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 Owner 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 Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

21. 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 Owner with reports concerning these matters.
- (d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

22. 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.

23. 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 Owner, 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 Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

24. 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.

25. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner 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 Owner 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 Owner.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner 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 Owner 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 Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.
- (d) Should it be considered necessary or advisable by the Owner 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 Owner 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.

26. Review by Owner

The Owner 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 Owner through its authorized representatives or agents.

27. Final Inspection

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

28. Deduction for Uncorrected Work

If the Owner 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 Owner and subject to settlement, in case of dispute, as herein provided.

29. 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 Owner 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 Owner. 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.

30. 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 Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

31. Job Offices

- (a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the Owner, 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.

32. Partial Use of Site Improvements

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

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

33. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within 240 calendar days thereafter.

34. Keeping Of Plans and Specifications Accessible

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

35. Utilities

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

36. Parking

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

37. Fire and Safety

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

38. Contractor's Buildings

The building of structures for housing men, or the erection of tents or other forms of protection will be

permitted only at such places as the County shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the County.

39. Worksite Security

Contractor shall maintain the security of the worksite.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously affected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

40. Final Grading

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

41. Changes and Alterations

Contractor further agrees that County may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise, such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case the County shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

42. Extra Work

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the County to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the County when presented with a Written Work Order signed by the County. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or
Method (b) - By agreed lump sum: or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) 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, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all 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 ratable 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. The County 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 Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "Actual Field Cost" to be paid 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 herein 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 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 County. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the County 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 therefor, and the County insists upon its performance, 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) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

43. Salvage

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the County. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

44. Compliance With Codes

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work.

45. Laws and Ordinances

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

46. Permits and Licenses

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

47. Lines and Grades

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

48. Excess, Waste Material and Debris

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same.

49. Material Hauling

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways. Hauling of equipment is also restricted to State Highways.

50. Abatement and Mitigation of Excessive or Unnecessary Construction Noise

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

51. Working Hours

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M. and 6:00 A.M. of the following day.

52. Pipeline, Utility Locations and Contractor Responsibility

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all

utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

53. Incidentals

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

54. Flagmen

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental the various bid items and no separate payment shall be made for same.

55. Field Office

For this project the Contractor will not have to provide a field office.

56. Wage Rates

The attached schedule of wages per hour for this Contract follows.

"General Decision Number: TX20230038 01/06/2023

Superseded General Decision Number: TX20220038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/06/2023

SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	**
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.34	**
Structures.....	\$ 12.23	**
LABORER Asphalt Raker.....	\$ 12.36	**
Flagger.....	\$ 10.33	**
Laborer, Common.....	\$ 11.02	**
Laborer, Utility.....	\$ 11.73	**
Pipelayer.....	\$ 12.12	**
Work Zone Barricade Servicer.....	\$ 11.67	**
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR: Asphalt Distributor.....	\$ 14.06	**
Asphalt Paving Machine.....	\$ 14.32	**
Broom or Sweeper.....	\$ 12.68	**
Concrete Pavement Finishing Machine.....	\$ 13.07	**
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	**
Concrete Saw.....	\$ 13.99	**
Crane, Hydraulic 80 Tons or less.....	\$ 13.86	**
Crane, Lattice boom 80 tons or less.....	\$ 14.97	**
Crane, Lattice boom over 80 Tons.....	\$ 15.80	**
Crawler Tractor.....	\$ 13.68	**
Excavator, 50,000 pounds or less.....	\$ 12.71	**
Excavator, Over 50,000 pounds.....	\$ 14.53	**
Foundation Drill, Crawler Mounted.....	\$ 17.43	
Foundation Drill, Truck Mounted.....	\$ 15.89	**
Front End Loader 3 CY or Less.....	\$ 13.32	**
Front End Loader, Over 3 CY.	\$ 13.17	**
Loader/Backhoe.....	\$ 14.29	**
Mechanic.....	\$ 16.96	
Milling Machine.....	\$ 13.53	**
Motor Grader, Fine Grade....	\$ 15.69	**
Motor Grader, Rough.....	\$ 14.23	**
Off Road Hauler.....	\$ 14.60	**
Pavement Marking Machine....	\$ 11.18	**

Piledriver.....\$ 14.95 **
 Roller, Asphalt.....\$ 11.95 **
 Roller, Other.....\$ 11.57 **
 Scraper.....\$ 13.47 **
 Spreader Box.....\$ 13.58 **

Servicer.....\$ 13.97 **

Steel Worker

Reinforcing Steel.....\$ 15.15 **
 Structural Steel Welder.....\$ 12.85 **
 Structural Steel.....\$ 14.39 **

TRUCK DRIVER

Low Boy Float.....\$ 16.03 **
 Single Axle.....\$ 11.46 **
 Single or Tandem Axle Dump..\$ 11.48 **
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.27 **

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

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

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

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

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

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
Jackson Ave Drainage Improvements – Phase II (9th St. to North of 14th St.)

Enclosed is a Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of this bid package.

BIDDER	_____
SIGNATURE	_____
PRINT NAME	_____
TITLE	_____
ADDRESS	_____
CITY, STATE	_____
ZIP	_____
TELEPHONE	_____
FAX NO	_____
DATE	_____
TAX I.D. No.	_____

**JACKSON AVE DRAINAGE IMPROVEMENTS - PHASE II
(9th St. to North of 14th St.)**

BID PROPOSAL

Base Bid:

Item No.	Item Bid Code	Spec #	Description ⁽¹⁾	Unit of Measure	Quantity	Unit Price ⁽²⁾	TOTAL
1	0105-6097	105	REMOVING STAB BASE AND ASPH PAV (10")	SY	4881		
2	0105-6097	105	ASPHALT SAWCUT	LF	255		
3	0105-6097	105	CONCRETE SAWCUT	LF	128		
4	0162-6002	162	BLOCK SODDING	SY	199.5		
5	0247-6312	247	FL BS (CMP IN PLC)(TY D GR1-2)(8")	SY	4450		
6	0340-6106	340	D-GR HMA(SQ) TY-D PG64-22 (2")	TON	449		
7	0402-6001	402	TRENCH EXCAVATION PROTECTION	LF	1823		
8	0462-6014	400, 462	FURNISH AND INSTALL CONC BOX CULV (7 FT X 3 FT) (COMPLETE IN PLACE INCLUDING ALL EXCAVATIONS AND BACKFILL MATERAIL)	LF	1539		
9	0464-6004	400, 464	FUNISH AND INSTALL RC PIPE (CL III)(18 IN) (COMPLETE IN PLACE INCLUDING ALL EXCAVATIONS AND BACKFILL MATERIAL)	LF	214		
10	0464-6005	400, 464	FUNISH AND INSTALL RC PIPE (CL III)(24 IN) (COMPLETE IN PLACE INCLUDING ALL EXCAVATIONS AND BACKFILL MATERIAL)	LF	324		
11	0465-6071	465	FURNISH AND INSTALL INLET (COMPL)(PSL)(RC)(4FTX4FT) (COMPLETE IN PLACE INCLUDING ALL EXCAVATIONS AND BACKFILL MATERIAL)	EA	14		
12	0496-6007	496	REMOVE 18" RCP (PIPE)	LF	249		
13	0496-6007	496	REMOVE 24" RCP (PIPE)	LF	33		
14	0500-6001	500	MOBILIZATION	LS	1		
15	0502-6001	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1		
16	0506-6041	506	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	280		
17	0506-6041	506	BIODEG EROSN CONT LOGS (REMOVE) (12")	LF	280		
18	0506-6038	506	TEMP SEDMT CONT FENCE (INSTALL)	LF	420		
19	0506-6039	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	420		
20	0000-0560	560	RELOCATE MAILBOX	EA	4		
21	7017-6017	7017	FURNISH AND INSTALL SANITARY SEWER (8 IN) (PVC) (SDR 26) (COMPLETE IN PLACE)	LF	237		
22	7017-XXXX	7017	STEEL CASING (PIPE) (14 IN)	LF	10		
23	7049-XXXX	7049	FURNISH AND INSTALL WATER MAIN PIPE (PVC) (3IN) (C-900)* (COMPLETE IN PLACE)	LF	263		
24	7049-6012	7049	WATER MAIN PIPE (PVC) (10IN) (C-900)* (COMPLETE IN PLACE)	LF	43		
25	7136-6014	7136	ABANDON/REMOVE EXISTING WATER LINE (ALL SIZES)	LF	306		

Item No.	Item Bid Code	Spec #	Description ⁽¹⁾	Unit of Measure	Quantity	Unit Price ⁽²⁾	TOTAL
26	7197-6011	7197	REMOVE EXISTING SEWER LINE 2"-12"	LF	237		
27	COH 02081	2081	FURNISH AND INSTALL RCB MANHOLE (COMPLETE IN PLACE INCLUDING ALL EXCAVATION AND BACKFILL MATERIAL)	EA	13		
28	COH 02082	2082	SANITARY MANHOLE DROPS; 8-INCH DIAMETER, ALL DEPTHS	EA	4		
29	COH 02082	2082	FURNISH AND INSTALL 4-FOOT DIAMETER PRECAST SANITARY DROP MANHOLE (COMPLETE IN PLACE)	EA	4		
30	COH 02082	2082	FURNISH AND INSTALL EXTRA DEPTH, 4-FOOT DIAMETER SANITARY MANHOLE (COMPLETE IN PLACE)	VF	14		
31	COH 02526	2526	ADJUST WATER METER TO GRADE	EA	5		
32	HC 473	473	REPAIR SANITARY MANHOLES	EA	4		
33	PLANS	DWG	REMOVE PRECAST RCB PLUG	EA	1		
34	PLANS	DWG	FURNISH AND INSTALL PRECAST RCB PLUG	EA	1		
35	PLANS	DWG	PROJECT SIGN	EA	1		
Total Base Bid: \$							

Alternate 1 Bid Items:

Item No.	Item Bid Code	Spec #	Description	Unit of Measure	Estimated Quantity	Unit Price ⁽²⁾	TOTAL
36	0260-6060	260	LIME (HYDRATED OR COMMERCIAL)(SLURRY)(3%)	TON	50		
37	0260-6060	265	FLY ASH (7%)	TON	115		
38	0265-6073	265	LIME AND FLY ASH TREATMENT (SUBGRADE) (8")	SY	4881		
Alternate 1 Bid Total : \$							
Total Base Bid + Alternate 1 Bid Total: \$							

Alternate 2 Bid Items:

Item No.	Item Bid Code	Spec #	Description	Unit of Measure	Estimated Quantity	Unit Price ⁽²⁾	TOTAL
39	275-6001	275	CEMENT (6%)	TON	98		
40	275-6004	275	CEMENT TREATMENT (SUBGRADE) (8")	SY	4881		
Alternate 2 Bid Total: \$							
Total Base Bid + Alternate 2 Bid Total: \$							

Notes:

⁽¹⁾ The intent of the Contract Documents is for the Contractor to include all items necessary for the proper execution and completion of the Work described in the Contract Documents. No separate measurement and payment shall be made for any work unless identified as a pay item in the BID. Include the cost of work not identified as a separate pay item in Contract price bid for items of which this work is a component. In case of discrepancy between measurement and payment within the BID and Technical Specification Section, the BID shall govern.

⁽²⁾ In the event of a discrepancy, this column shall govern.

Contract Award (continued)

Invitation to Bid, General Provisions, Special Provisions, Prohibition on Contracts with Companies Boycotting Israel, Prohibition on Contracts with Certain Companies, Certification Regarding Lobbying, Non-Collusion Affidavit, Contractor’s Certification of Recovered Materials, Bid Form, Debarment Form, Vendor Qualification Packet, Special Provisions for Construction, Wage Rates, Bid Proposal, Affidavit and Surety Forms, Specifications, Plans and any Addenda attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 240 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of _____ Dollars and ___/100 (\$_____), payments to be made as described herein.

Performance Bond required: (x) yes () no
Payment Bond required: (x) yes () no

This Contract is issued pursuant to award made by Commissioners' Court on _____, 2023.

EXECUTED this ____ day of _____, 2023.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

DWIGHT SULLIVAN, County Clerk

CONTRACTOR

BY: _____
Signature - Title

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

TO (Owner):

PROJECT NO:

PROJECT:
(name, address)

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety as it appears in the bond).

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its had this

day of _____ 20__ .

Surety Company

Signature of Authorized Representative

Title

ATTEST:
(Seal):

NOTE: This form is to be use as a companion document to Contractor's Affidavit of Payment of Debts and Claims.

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

TO (Owner):

PROJECT NO:

PROJECT:
(name, address)

CONTRACT FOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety as it appears in the bond).

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its
obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its had this

day of

20 .

Surety

Signature of Authorized Representative

Title

ATTEST:
(Seal):

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
Whenever Surety is involved, consent of Surety is required. CONSENT OF SURETY, may be used for this purpose.
Indicate attachment: yes _____ no _____

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of _____ 20

Notary Public:

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20

Notary Public:

My Commission Expires:

TECHNICAL SPECIFICATIONS
JACKSON AVENUE PHASE II DRAINAGE IMPROVEMENTS

The work covered by this contract is to be constructed in accordance with the specifications listed below. Only the Divisions listed below shall apply. All TxDOT and City of Houston Standard Specifications shall apply as if fully repeated and bound herein, except as modified by the specifications included in this contract.

Refer to: "TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" (June 2014), "City of Houston Standard Construction Specifications" (2020), Harris County Standard Engineering Design Specifications (2017)

Special Provisions To TxDOT

<u>Items</u>	<u>Title</u>
SP 1	Definition of Terms
SP 2	Instructions to Bidders
SP 3	Award and Execution of Contract
SP 4	Scope of Work
SP 5	Control of the Work
SP 6	Control of Materials
SP 7	Legal Relations and Responsibilities
SP 8	Prosecution and Progress
SP 9	Measurement and Payment
SP 400	Excavation and Backfill for Structures
SP 462	Concrete Box Culverts and Drains
SP 464	Reinforced Concrete Pipe

Special Specifications To TxDOT

<u>Items</u>	<u>Title</u>
SS7017	Sanitary Sewers
SS7049	Water Mains
SS7136	Water Mains and Appurtenances

TxDOT

<u>Items</u>	<u>Title</u>
105	Removing Treated and Untreated Base and Asphalt Pavement
162	Sodding for Erosion Control (168)
164	Seeding for Erosion Control (166) (162) (164) (166)
247	Flexible Base (210) (216) (105) (204) (520)
260	Lime Treatment (132) (204) (210) (216) (247) (300) (520)
265	Fly Ash or Lime-Fly Ash Treatment (204) (210) (216) (247) (310) (520)
275	Cement Treatment (Road Mixed) (204) (210) (216) (247) (300) (310) (520)
276	Cement Treatment (Plant Mixed) (247) (300) (210) (216) (204) (520) (310)
340	Dense-Graded Hot-Mix Asphalt (6) (300) (520) (585)
400	Excavation and Backfill for Structures (401) (421) (402) (403) (132) (416)
402	Trench Excavation Protection (132) (400) (416) (420) (421) (423)
420	Concrete Substructures (5) (404) (421) (422) (426) (427) (440) (448)
462	Concrete Box Culverts and Drains (420) (421) (440) (464) (424) (462) (476) (467) (402) (403)
464	Reinforced Concrete Pipe (467) (476) (402) (403) (400)

TxDOT**Items****Title**

465	Junction Boxes, Manholes, and Inlets (420) (421) (440) (471) (424) (400)
466	Headwalls and Wingwalls (420) (421) (440) (464) (432)
496	Remove Existing Pipe Culvert (460) (464) (400) (402) (403) (476)
500	Mobilization
502	Barricades, Signs, and Traffic Handling (161) (432) (556)
506	Temporary Erosion, Sedimentation, and Environmental Controls (161) (432) (556)
760	Cleaning and Reshaping Ditches

COH**SPECS**

02081	Cast-In-Place Concrete Manholes (City of Houston Standard Specification)
02082	Precast Concrete Manholes
02221	Removing Existing Pavements, Structures, Wood, and Demolition Debris
02526	Water Meters

HARRIS COUNTY**ITEM**

473	Adjusting Manholes and Inlets
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SPECIAL PROVISION TO ITEM 1

"DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS", "TxDOT", "TEXAS DEPARTMENT OF TRANSPORTATION", STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

Articles 1.26, "Certificate of Insurance"; 1.28, "Commission", 1.47, "Department", 1.70 "Letting Official " and 1.124 "State" are deleted.

Article 1.53, "ENGINEER", is revised to read in its entirety as follows:

1.53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain ENGINEER'S activities that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Article 1.64, "INSPECTOR," is revised to read in its entirety as follows:

1.64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Special Provisions to Item 1

"DEFINITION OF TERMS"

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

1.148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out his work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.

SPECIAL PROVISION TO ITEM 2
INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in its entirety.
The Instructions to Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3
AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in its entirety.
The Award and Execution of Contract is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 4

SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4.2 "CHANGES IN WORK;" ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 41 "CHANGES and ALTERATIONS" and ARTICLE 42 "EXTRA WORK" of "Special Provisions for Construction".

SPECIAL PROVISION TO ITEM 5

CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 5.2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5.5 "COOPERATION OF CONTRACTOR." The last sentence of the first paragraph is hereby revised to read as follows:

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety.

ARTICLE 5.7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 41. "Changes and Alterations" of "Special Provisions for Construction".

ARTICLE 5.8 "FINAL ACCEPTANCE," is hereby deleted in its entirety. It is replaced by Article 6(b). "PAYMENTS TO CONTRACTOR, FINAL PAYMENT" of "Special Provisions for Construction".

SPECIAL PROVISION TO ITEM 6

CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 6.1 "SOURCE CONTROL." Paragraph A. "Buy America" and B. "Buy Texas" are hereby deleted in their entirety.

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in its entirety.

SPECIAL PROVISION TO ITEM 7
LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION." The third sentence of the first paragraph is hereby revised to read as follows:

Payment for repair of surfaces opened by permission will be made in accordance with Article 41. "Changes and Alterations" of "Special Provisions for Construction".

SPECIAL PROVISION TO ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 8.1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work as shown on the work order.

ARTICLE 8.2 "PROGRESS SCHEDULES", B. "CONSTRUCTION CONTRACTS" The first sentence in the first paragraph is hereby revised to read as follows:

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

SPECIAL PROVISION TO ITEM 9

MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby revised to read as follows: Plans quantities may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities.

ARTICLE 9.4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows:

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 42, "EXTRA WORK" of "Special Provisions for Construction".

ARTICLE 9.5 "FORCE ACCOUNT" is hereby deleted in its entirety.

ARTICLE 9.8 "FINAL PAYMENT" and ARTICLE 40, "FINAL PAYMENT" are hereby deleted in their entirety and replaced by ARTICLE 6(b), "PAYMENTS TO CONTACTOR, FINAL PAYMENT" of "Special Provisions for Construction".

Special Provision to Item 400

Excavation and Backfill for Structures

Item 400, "Excavation and Backfill for Structures" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 400.5., "Payment", is voided and replaced with the following.

NO Payment is to be made under ITEM 400 "Excavation and Backfill for structures."

Special Provision to Item 462

Concrete Box Culverts and Drains



Item 462, "Concrete Box Culverts and Drains," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 462.5., "Payment". The following sentence "Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, Excavation and Backfill for Structures." Will be replaced by:

Excavation and backfill are to be paid under Item 462 "Concrete Box Culverts and Drains" per LF of Box Culverts installed.

Special Provision to Item 464

Reinforced Concrete Pipe

Item 464, "Reinforced Concrete Pipe," of the Standard Specifications is amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 464.5., "Payment," The following sentence "Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, Excavation and Backfill for Structures." Will be replaced by:

Excavation and backfill are to be paid under Item 464 "Reinforced Concrete Pipe" per LF of Reinforced Concrete Pipe installed.

Special Specification 7017

Sanitary Sewers



1. DESCRIPTION

Furnish labor, materials, and equipment necessary to provide a complete sanitary sewer system in accordance and compliance with ANSI, AWWA, ASTM, ASA, SSPC, ACI, and NSF standards, the plans and specifications, and in compliance with the Department's Utility Accommodation Policy (Title 43. T.A.C., Sections 21.31-21.55).

The abbreviations ANSI, AWWA, ASTM, ASA, SSPC, ACI, and NSF in this specification refer to the following organizations:

- ANSI American National Standards Institute
- AWWA American Water Works Association
- ASTM American Society for Testing and Materials
- ASA American Standards Association
- SSPC Steel Structures Painting Council
- ACI American Concrete Institute
- NSF National Sanitation Foundation

When referring to the specifications of the above organizations, it means the latest standard or tentative standard in effect on the date of the proposal.

The size and location of utility lines shown on the plans were obtained from field surveys and from the various utility companies. The Department does not assume responsibility for the accuracy of the information presented, nor does it warrant that every utility line is shown.

2. MATERIALS

Furnish new and unused materials for this project unless otherwise specified on the plans. Provide a manufacturer's certificate of compliance for quality control of materials unless otherwise shown on the plans, except for the inspection requirements of Item 464, "Reinforced Concrete Pipe."

- 2.1 **Circular Concrete Pipe.** Provide circular concrete pipe 36 in. in diameter and greater conforming to the class specified on the plans and in accordance with Item 464, "Reinforced Concrete Pipe." Circular concrete pipe less than 36 in. in diameter is not allowed. Furnish polyvinyl chloride (PVC)-lined concrete pipe interiors for corrosion protection. See Section 2.9., "Plastic Liner for Concrete Pipes," of this specification.

Upon delivery to the trenches, the pipe and specials will be inspected for transportation and handling damages incurred after acceptance at the source of manufacture. Repair the pipe if necessary. If, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of these specifications, it will be acceptable.

Unless otherwise specified on the plans, for concrete pipe, use corrosion-resistant rubber gasket joints of the "push on" type, and that meet the requirements of ASTM C443.

- 2.2 **Polyvinyl Chloride (PVC) Pipe and Fittings.**

For PVC pipe, use steel casing meeting the requirements of Section 2.8, "Steel Casing Pipe," of this specification.

Use lubricant for assembly that has no detrimental effects to the gasket or pipe and is of the type recommended by the pipe manufacturer.

Furnish a manufacturer's certification that the pipe and fittings being furnished on the project meet the requirements of this specification. Ensure written approval from the Engineer in charge accompanies this certification to the project site, before installing the pipe and fittings.

Provide pipe and fittings that are free from defects which, in the judgment of the Engineer, would hinder their ability to function as planned.

- 2.2.1. **Gravity Sewer.** Provide plastic pipe and fittings meeting the requirements of ASTM D3034 SDR35, D2241 or D3034 SDR26, F679 SDR35, or F794 Steel Carrier Pipe.
- 2.2.2. **Force Mains.** Provide PVC pipe for force mains meeting or exceeding the requirements of AWWA C-900/905. Use ductile-iron (Class 52) fittings for force main pipes.
- 2.2.3. **Water Main Crossings.** If constructing gravity or force main sewers in the vicinity of water mains, meet the requirements of the "Rules and Regulations for Public Water Systems" adopted in 1992 by the Texas Water Commission (now the Texas Commission on Environmental Quality).
- 2.3. **Ductile-Iron Pipe and Fittings.** Provide ductile-iron pipe that meets the requirements of ANSI A21.51 (AWWA C151) Class 53. Unless otherwise specified on the plans, determine the pipe thickness based on the depth of cover and an internal pressure of 150 psi. Furnish pipe in nominal 18 ft. or 20 ft. lengths.
- Provide fittings for use with ductile-iron pipe that meet the requirements of ANSI Standard A21.10 (AWWA C110). Design the fittings for a minimum working pressure of 150 psi.
- Provide joints for ductile-iron pipe of the type in accordance with the requirements of ANSI Standard A21.11 (AWWA C151) for push on or ANSI A21.15 for flanged end.
- 2.4. **Line Interiors.** Provide lined interiors meeting ANSI A21.4, cement lined with seal coat or ANSI A 21.16 fusion bonded epoxy coating for interior. Comply with NSF 61.
- 2.5. **Sanitary Sewer and Force Main Interiors**
- 2.5.1. **Preparation.** Provide commercial blast cleaning conforming to SSPC-SP6.
- 2.5.2. **Liner Thickness.** Provide a nominal liner thickness of 40 mils for the pipe barrel interior and a minimum of 6 to 10 mils at the gasket groove and outside spigot end to 6 in. back from the end.
- 2.5.3. **Testing.** Perform testing in accordance with ASTM G 62, Method B for voids and holidays. Provide written certification.
- 2.5.4. **Acceptable Lining Materials.** Provide approved virgin polyethylene conforming to ASTM D 1248, with inert fillers and carbon black to resist ultraviolet degradation during storage, heat bonded to the interior surface of pipe and fittings.
- 2.5.4.1. **Ceramic Epoxy Protection.** For the exterior of sanitary sewers, furnish a prime coat and outside asphaltic coating conforming to ANSI A21.10, ANSI A21.15, or ANSI A21.51 for pipe and fittings in open cut excavation and in casings.

- 2.6 **Gaskets.** Furnish, when no contaminant is identified, plain rubber (SBR) gasket material in accordance with ANSI A21.11 or ASTM F 477 (one bolt only). For flanged joints, furnish a 1/8-in.-thick gasket in accordance with ANSI A 21.15.
- 2.7 **Fiberglass Pipe and Fittings.** Provide centrifugally cast fiberglass pipe in accordance with the requirements of ASTM D3262 and ASTM D3681. Ensure the actual outside diameter of the pipe is in accordance with Table 3 of ASTM D3754. The standard pipe length is approximately 20 ft. A maximum of 10% of the lengths, excluding special order pipes, may be supplied in random lengths.
- Ensure the manufacturer uses only polyester resin systems with a proven history of performance in this particular application. Use only the historical data collected from applications of a composite material of similar construction and composition as the proposed product.
- For the reinforcing glass fibers used to manufacture the components, use the highest quality commercial grade glass filaments with binder and sizing compatible with impregnating resins.
- Silica sand or other suitable materials may be used for fillers.
- If resin additives, such as pigments, dyes, and other coloring agents are used, ensure they are not detrimental to the performance of the pipe and they do not impair visual inspection of the finished product.
- Provide gaskets supplied by approved gasket manufacturers, in accordance with ASTM 477, and that are suitable for the service intended.
- Provide flanges, elbows, reducers, tees, and other fittings capable of withstanding operating conditions when installed. They may be contact-molded or manufactured from metered sections of pipe joined by glass fiber reinforced overlays.
- Use a stiffness class of centrifugally cast fiberglass pipe that satisfies design requirements under ASTM D3262, but that is not less than 46 psi when used in direct-bury operation or 36 psi when installed in a tunnel liner.
- Provide centrifugally cast fiberglass pipe with an internal liner resin suitable for service as sewer pipe and that is highly resistant to exposure to sulfuric acid in accordance with ASTM D3681.
- Supply pipe manufactured by the centrifugal casting process. An acceptable manufacturer is Hobas Pipe, USA, Inc. or approved equal.
- Provide a manufacturer's certification that the pipe and fittings furnished on the project meet the requirements of this specification. Written approval from the Engineer in charge must accompany this certification to the project site, before installing the pipe and fittings.
- Furnish pipe and fittings that are free from defects which, in the judgment of the Engineer, would hinder their ability to function as planned.
- 2.8 **Steel Casing Pipe.** Provide minimum wall thicknesses in accordance with those shown in Table 1 for HS-20 live loads and depths of bury of up to 16 ft.
- Supply the pipe in double random lengths, of at least 16 ft. and at most 40 ft., unless otherwise shown on the plans. Bevel the ends of the pipe for field butt welding. Provide welder qualification in accordance with AWWA C206.

Table 1
Casing Pipe

Casing Pipe Size (in.)	Outside Diameter (in.)	Min. Wall Thickness (in.)	Approx. Weight Uncoated (lb./ft.)
6	6.625	0.219	14.97
8	8.625	0.219	19.64
10	10.750	0.219	24.60
12	12.750	0.219	29.28
14	14.000	0.219	32.00
16	16.000	0.219	36.86
20	20.000	0.250	52.73
24	24.000	0.250	63.41
30	30.000	0.250	79.43
36	36.000	0.250	95.45
42	42.000	0.250	111.50

Note: It is the design Engineer's responsibility to review the design for conditions more extreme than those indicated by this specification and to design accordingly. Do not use a thickness of the pipe wall less than that defined in Table 1.

Furnish steel casing pipe coated with coal-tar enamel externally and with polyamide epoxy internally.

2.9

Plastic Liner for Concrete Pipes. Furnish plastic liner sheets, joint, corner, and weld strips, manufactured from a high molecular weight thermoplastic polymer compounded to make a permanently flexible material suitable for use as a protective liner in pipe or other structures. Ensure polyvinyl chloride resin constitutes a minimum of 99% by weight of the resin used in the formulation. Co-polymer resins are not permitted.

Any time during the manufacture or before the final acceptance of the work, the Engineer may sample specimens taken from sheets, strips, or welded joints for testing.

Changes in formulation will be permitted only after notifying the Engineer and after the manufacturer demonstrates that the new plastic liner meets or exceeds requirements for chemical resistance and physical properties.

Furnish the plastic liner as manufactured by Ameron T-Lok, Poly-Tee, Inc., or approved equal.

Provide plastic liner sheets including locking extensions, joints, corners, and welding strips, which are free of cracks, cleavages, or other defects adversely affecting the protective characteristics of the material.

Except at shop welds, ensure plastic liner sheets, joint, corner, and weld strips have the properties shown in Table 2 when tested at 77°F ± 5°F.

Table 2
Chemical Resistance Test

Property	Initial Result	After Exposure for 112 Days in Chemical Solutions
Tensile Strength, Min.	2200 psi	2100 psi
Elongation at Break, Min.	200%	200%
Shore Diameter, Type D	Within 1 sec. 50-60	±5 (With respect to initial test result)
	10 sec. 35-50	±5
Weight Change	--	± 1.5%

2.10

Liner for Ductile-Iron Pipe. Furnish pipe internally lined with ceramic epoxy Protecto 401 or virgin polyethylene in accordance with the requirements of ASTM D1248, compounded with inert fillers and carbon black to resist ultraviolet light degradation during storage.

Heat-bond the liner to the interior of the pipe and fittings over a blast cleaned surface as recommended by the manufacturer or SSPC-SP6.

Provide a nominal liner thickness of 40 to 50 mils with a minimum thickness of 35 mils and covering surfaces exposed to sanitary sewage.

Test for voids and holidays in accordance with ASTM G62, Method B and provide a manufacturer's certification.

Furnish Polyline liner pipe manufactured by U.S. Pipe and Foundry Company, Polybond by American Cast Iron Pipe Company, or an approved equal.

Apply a polyamide epoxy prime coat to the exterior and ensure the outside asphaltic coating is in accordance with ANSI A21.10, ANSI A21.15, ANSI A21.51, or AWWA C-218 for pipe and fittings in open cut excavation and in casings.

Use a polyurethane coating for the exterior conforming to the requirements of the approved manufacturer, CORROPIPE II – TX, Madison Chemical Industries, Inc., for polyurethane coatings on steel or ductile-iron pipe.

2.11 **Polyethylene Film Wrap.**

2.11.1 **General.** Except where noted on the plans, use polyethylene film or tape as a wrap to protect ductile-iron pipe and fittings only in open ditch placements. Use polyethylene film conforming to the requirements of this specification.

2.11.2 **Film.** For polyethylene film, use virgin polyethylene in accordance with ASTM D1248 and AWWA C105, Type I, Class C, Category 5, Grade E-5, 2.5 to 3.0% carbon black content. Unless otherwise specified on the plans, use film 8 mils thick and with a tensile strength of 1200 to 2500 psi with elongation up to 600%. Also, ensure the dielectric strength is 800 volts per mil of thickness. Furnish the film in either in tubular form or in sheet form. Furnish film supplied in tubular form in the minimum widths shown in Table 3.

Table 3
Minimum Width of Film Tube (when laying flat)

Nominal Pipe Size (in.)	Push-On Joint Flat Tube Width (in.)
4	20
6	20
8	24
10	27
12	30
14	34
16	37
18	41
20	45
24	54

Furnish film supplied in sheet form in a width equal to twice that shown for tube widths.

2.11.3 **Polyethylene Tape.** For the tape used to tape film edges and overlaps, use a 3-in. wide plastic backed adhesive tape. Use Paleocene No. 900, Scotch Wrap No. 50, or approved equal.

2.12 **Concrete.** Unless otherwise shown on the plans, for concrete other than materials for pipe, use Class "A" concrete in accordance with the materials requirements of Item 420, "Concrete Substructures," and Item 421, "Hydraulic Cement Concrete."

2.13 **Cement Stabilized Sand.** Use cement stabilized sand backfill containing a minimum of 7% cement, per cubic yard of material, based on the dry weight of the aggregate in accordance with Test Method TEX-120-E, of material as placed. The materials consist of aggregate, hydraulic cement, and water. Use cement and water in accordance with the materials requirements of Item 421, "Hydraulic Cement Concrete." Furnish

sand, free from deleterious matter, with a maximum Plasticity Index of 6 when tested by Test Method TEX-106-E.

- 2.14 **Backfill and Bedding Materials.** Unless otherwise specified on the plans, furnish sand for bedding of the sanitary sewer that is free from clay lumps, organic material, and other deleterious substances. Use sand that, when tested in accordance with Test Method TEX-106-E, has a maximum Plasticity Index of 7, a maximum Liquid Limit of 25, and for which a maximum of 40% passes the No. 200 sieve.
- Use earth or native soil backfill consisting of soil containing no deleterious material such as trash, wood fragments, organics, or other objectionable material. Furnish the material from either the material removed from the excavation or offsite sources. The material may consist of soil classified by the Unified Soil Classification System (USCS) as CH, CL, SC, SP, SM, SW, or GC. Use earth backfill meeting the compaction requirements of this specification and which does not cause any settlement.
- 2.15 **Manholes.** Use materials for manholes in accordance with the materials requirements of Item 465, "Junction Boxes, Manholes and Inlets" and as shown on the plans, except that brick is not allowed. Use fiberglass manholes if shown on the plans.
- If specified, furnish prefabricated fiberglass manholes conforming to the shape, size, dimension, and details shown on the plans. Unless otherwise shown on the plans, use manhole sections in accordance with ASTM D3753. Acceptable manufacturers: fiberglass manholes manufactured by Containment Solutions Inc., L.F. Manufacturing, Inc., or an approved equal.
- Stencil the date of manufacture and name or trademark of the manufacturer in 1-in. high letters on the inside of the barrel.
- Unless a larger size is specified, use a 48-in. diameter barrel for fiberglass manholes. Construct wall sections of the appropriate thickness for the depth of manhole as specified in ASTM D3753, but not less than 0.48 in. thick.
- Provide a fabricated reducer, bonded at the factory to form a single continuous unit at the top of the manhole barrel to accept concrete grade rings and cast-iron frame and cover. For the reducer, use an acceptable design with enough strength to safely support HS-20 loading.
- For the manhole base, use a minimum 12-in. (under the invert) precast concrete base. For precast manhole bases, use an approved steel reinforced design with enough strength to withstand the imposed loads. Include an acceptable joint in the base to receive a fiberglass pipe section forming the barrel of the manhole. Coat precast concrete base sections with Thane Coat TC300 or approved equal, as recommended by the manufacturer.
- 2.16 **Rings and Covers.** Use materials for rings and covers in accordance with the material requirements of Item 471, "Frames, Grates, Rings, and Covers." Use covers and rings conforming to the shapes and dimensions shown on the plans and marked with the wording and logos shown on the plans.
- 2.17 **Reinforcing Steel.** Furnish and place reinforcing steel in accordance with the material requirements of Item 440, "Reinforcement for Concrete."
- 2.18 **Mortar.** Furnish mortar composed of one part cement, two parts finely graded clean sand, and enough water to make the mixture plastic. When required by the Engineer, add a latex adhesive to the mortar. Use latex adhesive in accordance with the requirements of Departmental Material Specifications DMS-8110. Hydrated lime ASTM C207, Type S or lime putty may be added to the mix up to a maximum of 10% by weight of the total dry mix.
- 2.19 **Adjusting Manholes.** Furnish materials for adjusting manholes in accordance with the materials requirements of Item 479, "Adjusting Manholes and Inlets," and as shown on the plans.

- 2.20 **Nonmetallic Pipe Detection.** If installing nonmetallic pipe longitudinally underground, a method of detecting the location of the nonmetallic pipe is required. The specific method used is shown on the plans or as approved. This system may involve installing some components in the trench around the pipe which are detectable by a metal detector. Alternately, the system may involve some locating equipment capable of creating a non-destructive pressure wave which can be detected above ground using a portable detection device with both audible and visual indicators. Ensure either system of detection is capable of accurately locating to a maximum depth of 3 ft. over the areas shown on the plans.
- Ensure the selected system is capable of locating lines under earth, concrete, and asphalt surfaces. Use equipment, materials, and installation as specified by the manufacturer.
- 2.21 **Air Release and Vacuum Relief Valves.** Provide combination air valves designed to fulfill the functions of air release, permitting escape of air accumulated in the line at high points of elevation while the line is under pressure and vacuum relief. Paint the valve exterior with an epoxy shop-applied primer.
- 2.21.1 **Air Release Valves.** Provide air release valves in combination with inlet, outlet connections, and orifice as specified on the plans. For valve materials, use: ASTM 48, Class 30, cast iron; float and leverage mechanism with body and cover, ASTM A 240 or ASTM A 276 stainless steel; orifice and seat, stainless steel against Buna-N or Viton mechanically retained with hex head nut and bolt. For other valve internals, use stainless steel or bronze.
- 2.21.2 **Air Release and Vacuum Valves.** Provide single-body standard combination or duplex-body custom combination valves as shown on the plans.
- 2.21.2.1 **2-in. and 3-in. Single-Body Valves.** Provide inlet and outlet sizes as shown on the plans and an orifice sized for a 100 psi working pressure. Valve materials: for the body, cover, and baffle, use ASTM A48, Class 35, or ASTM A126, Grade B cast iron; for the plug or poppet, use ASTM A276 stainless steel; for the float, use ASTM A240 stainless steel; for the seat, use Buna-N; and for other valve internals, use stainless steel.
- 2.21.2.2 **3-in. and Larger Duplex-Body Valves.** Provide air release valves as shown on the plans. Valve materials: for the body and cover, use ASTM A48, Class 35, cast iron; for the float, use ASTM A240 stainless steel; for the seat, use Type-304, stainless steel and Buna-N; and for other valve internals, use stainless steel or bronze. Construct air release valves as specified in Section 2.21.1, "Air Release Valves."
- 2.21.3 **Vacuum Release Valves.** Provide air inlet vacuum relief valves with flanged inlets and outlet connections as shown on the plans. Valve materials: for the valve body, use ASTM B 584 bronze, copper alloy 836; for the spring, use ASTM A 313, Type 304, stainless steel; for the bushing, use ASTM B 584 bronze, copper alloy 932; for the retaining screw, use ASTM A 276, Type 304, stainless steel. Set the valves to open under a pressure differential of 0.25 psi (maximum).

3. CONSTRUCTION

- 3.1 **Excavating and Backfilling.** Excavate and backfill as required to complete the work as outlined in this specification, in accordance with construction requirements of Item 400, "Excavation and Backfill for Structures," and as shown on the plans.
- Construct sewer lines in open cut trenches with vertical sides, except in those locations where the pipe is to be jacked, bored, tunneled, or augered. Construct the trench in accordance with the dimensions shown in the Excavation and Backfill Diagram.
- Sheath and brace trenches to the extent necessary to maintain the sides of the trench in a vertical position throughout the construction period. Protect excavation greater than 5 ft. in depth as required in accordance with Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."
- Always open and excavate the trench to the finished grade for a minimum distance of 50 ft. in advance of the previously placed joint of pipe. To allow for possible adjustment of alignment and grade, positively locate

existing sewer lines which will connect to the sewer under construction, well in advance of making those connections.

Construct sanitary sewers in dry trenches. Perform additional work as necessary, such as dewatering or well-pointing, placing additional sheathing, or placing a concrete seal in the bottom of the trench, to accomplish this objective. This work, if necessary, is subsidiary to the pertinent bid items.

If it is necessary to excavate trenches adjacent to improved property, take precautions necessary to prevent damaging or impairing that property. If it is necessary to disturb grass, shrubs, driveways, etc., restore such improvements to their original condition.

3.1.1 **Existing Streets.** Unless otherwise shown on the plans, open cut existing streets.

If sanitary sewer construction requires cutting through existing streets outside the limits of new street construction, replace them in kind in conformance with the pertinent specifications in the proposal and as directed.

Cut-back the existing pavement a minimum of 1 ft. on each side of the sanitary sewer trench before replacing concrete and asphalt paving. Additional trench width may be required for unstable conditions. If this repaired area is to remain after final construction, then the repair area is to be full lane width from expansion joint to expansion joint for concrete pavement or the length of the repair for asphalt pavement.

If, in the opinion of the Engineer, a single lane closure is insufficient to maintain traffic across a trench, construct temporary access as necessary to safely maintain the traffic flow.

If the proposed sanitary sewer parallels the edge of an existing permanent pavement (i.e., concrete pavement, concrete base with asphalt surface, etc.) and is 3 ft. or less from the edge of that pavement, protect the trench with timber sheathing and bracing. Leave the bracing in place at intervals of 5 ft. maximum, for the duration of the excavation.

Keep the street surface adjacent to the trench free of surplus spoil. Place construction materials at locations that will minimize interference with the traveling public.

A maximum of 2 street intersections may be closed at any time, unless otherwise authorized by the Engineer in writing.

3.1.2 **Cutting and Restoring Pavement.** If installing sewers in streets or other paved areas, the work includes saw cutting the pavement and asphalt stabilized base (if any), removing the foundation base to neat lines, and replacing these materials after sewer excavation and backfill are complete. The type and thickness of replacement materials is shown on the plans. Performing work on or making repairs to damaged base and pavement within the project limits will be measured and paid for under the applicable specifications.

If excavating in streets or highways, maintain traffic and provide traffic control in accordance with the plans.

When allowed by the construction sequence shown on the plans or when directed, use a "temporary concrete cap" of the depth and class of concrete shown on the plans, or as otherwise directed, instead of a permanent repair.

3.2 **Bedding.** Before laying the pipe, shape the bedding material to conform to the outside diameter of the pipe as shown on the plans. Carefully prepare bell holes to fit the bell where using bell and spigot pipe.

3.3 **Laying Pipe.**

3.3.1 **General.** Lay sewers in a straight line, so that a light can be seen from one manhole to the other, even for the smaller size sewers. Accurately lay the pipe to line and grade, with the spigot end downstream entering the bell of the next joint of pipe. Fit pipes and fittings together and match them so they form a sewer with a

smooth, watertight, and uniform invert. Take measures to provide uniform bearing for the entire length of the pipe.

Install sewer lines meeting the minimum separation distance from any potable water line, as required by the Design Criteria for Sewage Systems, Texas Administrative Code - Chapter 317.13, Appendix E., of the Texas Commission on Environmental Quality Regulations.

Lay pipe to the lines and grades shown on the plans. To ensure proper placement, use adequate surveying methods, equipment, and employ personnel competent in the use of this equipment. Unless otherwise approved, the maximum allowable deviation of the pipe from the horizontal and vertical alignment indicated on the plans is 0.10 ft. Measure and record the "as-built" horizontal alignment and vertical grade at a maximum of every 50 ft. on the on-site recorded plans.

Submit a mylar set of plans with this "as-built" information to the Engineer for final acceptance.

During pipe laying operations, always keep pipe trenches free of water which might impair pipe laying operations. Ensure holes for bells are of ample size to prevent bells from contacting the subgrade. Carefully grade the pipe trenches to provide uniform support along the bottom of the pipe.

Do not lay more than 50 ft. of pipe in the trench ahead of backfilling operations. If the pipe laying operations are interrupted for more than 48 hours, cover the pipe laid in the trench simultaneously on each side of the pipe to avoid lateral displacement of the pipe and damage to the joints. If adjustment of the position of a length of pipe is required after it has been laid, remove and re-lay it in accordance with these specifications at no expense to the Department. After completing pipe laying and joining operations, clean the inside of the pipe and remove any debris.

Use caution to prevent damage to the coating or polyethylene film wrap when placing backfill. Place backfill in accordance with this specification.

Do not place more than 1,000 ft. of pipe on publicly used streets ahead of the trench excavating machine. Obtain permission, in writing, from the owner or the owner's agent before placing materials or equipment on private property.

Regardless of the type of pipe being used, place sand bedding in the bottom of the trench and compact it to a depth of 6 in. Carefully grade the bedding and excavate bell holes.

Lay pipe with bell ends facing in the direction of laying, unless otherwise directed.

Adjust the pipe and fittings to be at their proper locations and prepare each joint as specified on the plans and by the Engineer. While laying each joint of pipe in the trench, center the spigot end in the bell of the previously laid pipe. Force the pipe home and bring it to correct line and grade. Ensure each length of pipe rests on the bottom of the trench throughout its entire length.

If laying of pipe is discontinued for the day or for an indefinite period, tightly place a cap or plug in the end of the last pipe laid to prevent the intrusion of water. When water is excluded from the interior of polyvinyl chloride pipe, place enough backfill on the pipe to prevent floating. Schedule the work to prevent the possibility of floatation. Remove pipe that has floated from the trench and re-lay it as directed.

When PVC pipe is assembled on top of the trench, allow it to cool to ground temperature before backfilling to prevent pull out due to thermal contraction.

3.3.2

PVC Pipe and Fittings. Splicing is not allowed unless the required length of a straight section of pipe exceeds 30 ft. The Engineer may waive this requirement to meet special conditions.

Use devices required for attaching the pipe to portions of structures or to other types of pipe that are shown on the plans or as approved. Install a water stop gasket and clamp at each PVC connection to a manhole.

After installing, clean and paint pipe and fittings which are exposed to view in the completed structure, as shown on the plans.

3.3.3 **Ductile-Iron Pipe and Fittings.** Provide and operate proper and suitable tools and appliances for safely and conveniently handling the pipe and fittings. Use caution to prevent damaging the pipe coating. Examine pipe for defects and do not lay pipe that is known to be defective. If any defective pipe is discovered after being laid, remove and replace it with sound pipe at no expense to the Department. If the pipe requires cutting, perform it in conformance with the manufacturer's recommendations for pipe 12 in. in diameter and smaller. Use approved cutting methods for larger pipes. Ensure each cut is smooth and at right angles to the axis of the pipe.

3.3.4 **Thrust Restraint.** Unless otherwise shown on the plans, provide Portland cement concrete thrust blocking for force mains up to 12-in. in diameter, to prevent movement of buried lines under pressure at bends, tees, caps, valves, and hydrants. Place concrete in accordance with details on the plans. Place thrust blocks between undisturbed ground and fittings. Anchor the fittings to the thrust blocks so that the pipe and fitting joints are accessible for repairs. Extend the concrete from 6 in. below the pipe or fitting to 12 in. above.

For force mains larger than 12 in. in diameter, and where indicated on the plans, provide restrained joints conforming to the requirements of the force main pipe material specifications. Install restrained joints for the length of pipe on both sides of each bend or fitting for the full length shown on the plans.

Horizontal and vertical bends between zero and 10 degrees deflection angle will not require thrust blocks or harnessed or restrained joints.

For horizontal and vertical bends between 10 degrees and 90 degrees deflection angle, provide thrust restraint as shown on the plans.

Provide thrust restraint at tees, plugs, blowoff drains, valves, and caps, as indicated.

Reinforced concrete encasement of force main pipe and fittings may be used in lieu of manufactured joint restraint systems. Provide alternate joint restraint systems using reinforced concrete encasement that conform to following design requirements:

- Ensure design calculations are performed and sealed by Professional Engineer licensed in the State of Texas.
- Base design calculations upon soil parameters qualified in a geotechnical report for the site where alternative thrust system will be installed. When data is not available for the site, use parameters recommended by a geotechnical engineer.
- The design system pressure is the specified test pressure.
- Utilize the following safety factors in sizing the restraint system:
 - Apply a factor of safety equal to 1.5 for passive soil resistance.
 - Apply a factor of safety equal to 2.0 for soil friction.
- Contain the encasement entirely within the standard trench width and terminate it on both ends at the pipe bell or coupling.
- Design the concrete encasement reinforcement steel for all loads, including internal pressure and longitudinal forces. Design the concrete in accordance with ACI 318.

Install piping and fittings true to alignment with rigid support. Provide anchorage where required. Repair any damage to linings before the pipe is installed. Clean out each length of pipe before installation. Adhere to the pipe manufacturer's recommendations.

Ensure the deflection at joints does not exceed that recommended by the pipe manufacturer. Provide fittings, in addition to those shown on the plans, if required, in areas where conflict exists with existing facilities.

Fabricate flanged joints using gaskets, bolts, bolt studs with a nut on each end, or studs with nuts where the flange is tapped. Use the number and size of bolts that conform to the same ANSI standard as the flanges.

Tighten bolts in flanged joints or mechanical joints alternately and evenly.

- 3.3.5 **Fiberglass Pipe.** Do not use stiffening ribs or rings. Provide a water stop flange (wall pipe) for connection to existing cast-in-place manholes.

If the pipe is cut in the field or the interior lining is disturbed, re-coat the interior with a similar quantity of the liner resin in accordance with this specification.

Do not exceed forces recommended by the manufacturer for coupling pipes. If excessive force is required, remove the coupling, determine the source of the problem and correct it.

When jointing the pipe, do not exceed the deflection angle, measured by mandrel, permitted by the manufacturer, unless otherwise directed.

Either affix gaskets to the pipe by means of a suitable adhesive or install them in such a manner to prevent the gasket from rolling out of the pipe's pre-cut groove.

- 3.4 **Manholes.** Construct manholes in accordance with Item 465, "Junction Boxes, Manholes and Inlets" and with the details shown on the plans.

- 3.5 **Adjusting Manholes.** Adjust manholes in accordance with the construction requirements of Item 479, "Adjusting Manholes and Inlets" and as shown on the plans.

Elevations of manholes may be raised by using precast concrete rings. Elevations of manholes may be lowered by removing existing cast-in-place walls, adjusting rings, or the top section of the barrel below the new elevation and then rebuilding or raising the elevation to the proper height.

Salvage and reuse cast-iron frames and covers. Protect or block off manhole or inlet bottoms by using wood forms shaped to fit so that no debris or soil falls to the bottom during adjustment.

Install a cast-in-place slab at the top of the manhole barrel to receive the cast-iron frame and cover. Form concrete slabs a minimum of 6 in. thick. Set the cast-iron frame for the manhole cover in a full mortar bed and adjust it to the established elevation. If placing in streets, adjust covers to be flush with the top of the pavement.

The following requirements apply for fiberglass manhole adjustments: install concrete grade rings for height adjustment, as required. Construct the chimney on the flat shoulder. Do not load the manhole except on the load bearing shoulder of the manhole. The maximum adjustment height is 18 in.

Use a cut length of approved Fiberglass Reinforced Pipe (FRP) to create a finished liner inside the adjustment rings. Cut the pipe to fit between the casting and the top of the fiberglass manhole reducer. Completely seal the liner pipe to the casting and to the manhole reducer section with sealant as recommended by the manufacturer.

Set the cast-iron frame on top of the cone or adjustment rings using approved sealant materials and adjust the elevation of the casting cover to match the pavement surface. For manholes in unpaved areas, set the top of the frame a minimum of 6 in. above the existing ground line unless otherwise shown on the plans.

- 3.6 **Service Connections.** If existing service connections are tied into existing sewers which will be abandoned, reconnect such connections to the proposed sewers as shown on the plans or as directed.

If sewers are more than 6 ft. in depth from the finished grade to the top of the pipe, construct service connections by placing stacks on the sewer line.

Construct sewer stacks in a manner approved by the Engineer and in accordance with the details shown on the plans. If stacks are to be adjusted, make the adjustment in a manner as directed by the Engineer.

If sewers are 6 ft. or less in depth from the finished grade to the top of the pipe, construct service connections by placing wyes or tees in the sewer line at each location and using 1/4 or 1/8 bends where necessary to tie into the existing house sewer lead.

For stub outs, use PVC sewer pipe, 6-in. through 10-in. diameters, in accordance with ASTM D1784 and ASTM 3034 with a cell classification of 12454-B. Use a SDR (ratio of diameter to wall thickness) of 26 for pipe 12-in. in diameter or less and a SDR of 35 for larger pipe.

Use gasket-jointed PVC pipe with the gasket in accordance with ASTM D3212.

Select the service connection pipe diameter to match the existing service diameter, but use a minimum diameter of 6-in.

Furnish a one-piece prefabricated saddle, made either of polyethylene or PVC, with a neoprene gasket for connection to HDPE. Use full body fittings for new PVC installation.

For connection between a stub out and existing service, use a minimum 6-in. diameter flexible PVC coupling, Fernco Adapter, or an approved equal as needed.

Use 1/2-in. stainless steel bands to secure saddles to the liner pipe and the couplings to the service line.

Reconnect service connections, including those to unoccupied or abandoned buildings or to vacant lots, unless otherwise directed.

Include reconnected services on the as-built plans. Record the exact distance from each service connection to the nearest downstream manhole.

Test the service connection before backfilling. Use backfill in accordance with this specification and details as shown on the plans.

3.7 **Jacking, Boring, or Tunneling Pipe.**

3.7.1 **General.** Perform jacking, boring, or tunneling for sanitary sewers at the locations shown on the plans and at other locations specifically designated.

Unless otherwise shown on the plans, provide casing pipe in accordance with the requirements of Section 2.8., "Steel Casing Pipe," of this specification.

3.7.2 **Jacking.** Perform jacking in accordance with the requirements of Section 476.3.1., "Jacking," of Item 476, "Jacking, Boring, or Tunneling Pipe or Box."

3.7.3 **Boring.** Perform boring in accordance with the requirements of Section 476.3.2., "Boring or Tunneling," of Item 476, "Jacking, Boring, or Tunneling Pipe or Box."

If sewer lines cross underneath driveways (16 ft. wide or less) and sidewalks, install pipe in tight-fitting augered holes.

If the centerline of the proposed sanitary sewer is 10 ft. or less from the centerline of an 8-in. diameter or larger growing tree, place the pipe in a tight-fitting augered hole. Extend the bored hole at least 4 ft. beyond each side of the tree.

3.7.4 **Tunneling.** Perform tunneling in accordance with the requirements of Section 476.3.3., "Tunneling," of Item 476, "Jacking, Boring, or Tunneling Pipe or Box."

3.8 **Handling of Pipe and Accessories.**

3.8.1 **General.** Unload pipe, fittings, and accessories at the point of delivery and haul them to the project site. Distribute the material opposite or near to the place where it will be laid in the trench. Do not drop the materials. Do not skid or roll pipe handled on skid ways against pipe already on the ground.

Load, transport, unload, and otherwise handle pipe and fittings in a manner and by methods which will prevent damage to them. Handle and transport pipe with equipment designed, constructed, and arranged to prevent damage to the pipe, lining, and coating. Bare chains, hooks, metal bars, or narrow skids or cradles are not permitted to come in contact with the coatings. Ensure spiders are installed by the manufacturer at joint ends of fittings.

Hoist pipe from the trench side into the trench by using a sling of smooth steel cable, canvas, leather, nylon, or similar material.

During pipe construction operations, always use caution to prevent injury to the pipe, protective linings, and coatings.

If stacking pipe, package it on timbers. Place protective pads under the banding straps at the time of packaging.

If fork trucks are used to relocate pipe, pad the forks using carpet or some other suitable type of material. When relocating pipe using a crane or backhoe, use nylon straps, not chains or cables around the pipe for lifting.

Do not lift pipe using hooks at each end of the pipe.

Repair or replace any damage done to the pipe or the protective lining and coating, from any cause, during the installation of the pipeline and before final acceptance by the purchaser, at the expense of the laying Contractor, and in conformance with the applicable standards and as directed.

3.8.2 **Cleaning of Pipe and Accessories.** Remove lumps, blisters, and excess coating from the bell and spigot ends of ductile-iron pipe and fittings. Wire brush the outside of the spigot and the inside of the bell and wipe clean, dry, and free from oil and grease before laying the pipe.

Remove foreign matter or dirt from the interior of sanitary sewer pipe and accessories and from the mating surfaces of the joints before lowering the material into the trench. During and after laying by approved means, keep the pipe and accessories clean.

Use cleaning solutions, detergents, solvents, etc. with caution when cleaning PVC pipe.

3.9 **Abandoning Sanitary Sewers.** Where plans call for abandoning sanitary sewers, adhere to the following general procedure:

After the replacement main is constructed, tested, and released, and after services are transferred to the replacement line, locate the line to be abandoned and trace it back to the feeder line and at this point cut, plug, and abandon it. Grout the pipe if required by the plans.

3.10 **Removing Sanitary Sewers, Casing, Force Main, and Manholes.** Remove sanitary sewers, casing, force mains, and manholes in accordance with Item 100, "Preparing Right of Way" or as shown on the plans. This work includes removing and disposing of the pipe and appurtenances as shown on the plans or as directed. Excavation and backfill, as required, are subsidiary to this Item.

3.11 **Joining Pipe and Accessories.**

- 3.11.1 **General.** After thoroughly cleaning the inside of the bell and the outside of the spigot, install members in conformance with the manufacturer's recommendation.
- Mark pipe and accessories that are not furnished with a depth mark before assembling to assure that the spigot end is inserted to the full depth of the joint.
- 3.11.2 **Polyvinyl Chloride Pipe and Accessories.** Join plastic pipe in conformance with the instructions furnished by the manufacturer. Do not handle or install pipe joined using solvent cementing techniques, in the trench until after the joints are sufficiently "cured" to prevent weakening the joint.
- Use lubrication for rubber-jacketed joints that is water soluble, non-toxic, non-supporting of bacteria growth, and has no deteriorating effect on PVC or the rubber gaskets.
- 3.11.3 **Ductile-Iron Pipe.** Except as noted on the plans, wrap ductile-iron pipe (including fittings and other appurtenances) with a polyethylene film wrap material.
- 3.11.4 **Fiberglass Pipe.** Unless otherwise shown on the plans, field connect pipe with fiberglass sleeve couplings that use elastomeric sealing gaskets as the sole means to maintain joint water tightness. Ensure the joints meet the performance requirements of ASTM D4161.
- 3.11.5 **Diversions Pumping.** Provide continuous sanitary sewer service to users of the sewer system during construction and maintenance operations, by diverting the flow around such areas. Maintain sewer flow to prevent backup or overflow onto streets, yards, and unpaved areas or into buildings, adjacent ditches, storm sewers, and waterways. Do not divert sewage outside of the sanitary sewer system. During pump operation, provide an experienced operator on site to monitor operation, adjust pumps, perform minor repairs to the system, and report problems.
- 3.12 **Installing the Nonmetallic Pipe Detection System.** Install the nonmetallic pipe detection system concurrently with placing the proposed pipe. Install this system as specified by the manufacturer and as approved. Install a complete, operational system that is satisfactory to the owner of the utility.
- 3.13 **Air Release and Vacuum Valves.** Inspect valves in open and closed positions to verify they are in satisfactory working condition. Install valves in conformance with the manufacturer's recommendation. Set manholes and vaults plumb as shown on the details and center manholes on valves. Provide above-ground vents for manholes and vaults as shown on the plans.

4. TESTING SANITARY SEWERS FOR LEAKAGE

- 4.1 **Basic Requirements.** Ensure sewers, when tested in accordance with this specification, do not show leakage of more than 50 gallons per 24 hours per inch of inside diameter, per mile of sewer.
- 4.2 **General.** Conduct testing under the supervision of the Engineer. It is the Engineer's option to conduct tests by either the infiltration method or the exfiltration method. On sewers larger than 24 in. in diameter, the tests may consist of visual inspection inside the sewer to locate leaks. The visual inspection method will be used for monolithic sewers. Where the section of sewer to be tested is entirely below the ground water table that will provide the required test head, the test will ordinarily be made by the infiltration method.
- Test the first section of each size or type of sewer laid on the job that is 300 ft. or greater in length, installed by each crew, to determine the adequacy of the materials and methods used and the proficiency of the crew. Backfill this section to a minimum of 18 in. above the top of the pipe and test it without undue delay. If this initial section fails to meet the requirements of the test, make changes in methods, materials, and crew as necessary to correct the deficiency. It is the Engineer's option to require the Contractor to test any or all of the remaining sections of the sewer.

Completely backfill sewers, other than the first section described above, except at the stacks, before testing. It is the Contractor's option to make preliminary tests with a minimum of 18 in. of backfill over the pipe to

determine if any need for repairs in the sewer is indicated. Such preliminary tests are entirely for the Contractor's information and will not be accepted instead of final tests.

Unless notified that the test will be made by the infiltration method, leave the tops of the stacks exposed and unplugged until after performing the leak test. Temporarily extend upward, stacks which may terminate below the test level by installing an additional length of pipe in the top.

Notify the Engineer a minimum of 24 hours in advance of performing the tests.

If the bottom of the trench is below the ground water level, provide suitable means at each manhole for readily determining the ground water level until testing is completed or waived by the Engineer. This may, as an example, consist of a pipe not less than 3 in. in diameter, plugged at the bottom and perforated for at least the lower 3 ft., with the perforations wrapped with at least two thicknesses of burlap, set in the trench before backfilling. Remove such pipes or cut them off at least 2 ft. below the ground after testing is completed or waived by the Engineer. Before removing, protect the pipes against damage and exclude earth or other material from them.

It is the Engineer's option, to vary the procedures described below under "infiltration test" and "exfiltration test" provided the methods used give an accurate measurement of the leakage occurring at the water levels specified.

4.3 **Testing Procedures (Gravity System).**

4.3.1 **Infiltration Test.** This test may be used where the ground water level rises to a plane that provides a test head not less than that specified for exfiltration tests. Stop all pumps and allow the ground water to return to its normal level (at least the elevation as indicated above) and allow it to remain so for at least 24 hours (the pipe will be filled with water to the overflow depth) and ensure leakage flows at a uniform rate through the opening in the plug in the downstream end of the section of sewer being tested before starting the test. Determine leakage by measuring the flow through the opening in the downstream plug during a given time. Perform 5 separate measurements over a 2-hour period. Use the average of the measurements, discarding any 1 of the 5 measurements, except the last, that varies by more than 50% from the average of the other 4. If the results of the test are otherwise satisfactory, but the last of the 5 measurements shows leakage in excess of that permitted, continue the tests to determine if additional leaks have developed during testing.

4.3.2 **Exfiltration Test.** It is the Contractor's option to keep the pipe full of water for 24 hours before the test to permit absorption by the pipe. If the Contractor wishes to fill the pipe, notify the Engineer by the time backfill is completed. The Engineer will then give notice at least 48 hours before the test will be made to allow time for filling and soaking the pipe.

Supply plugs for this purpose. At least 2 hours before the test starts, bleed off the water to below the level of the top of the pipe at its lower end and allow it to remain so until the water level remains static at this level or continues to fall. Perform the test in the following manner:

Insert a watertight plug equipped with a pipe riser and brace it in the inlet opening of the downstream manhole. Insert and brace a similar plug, equipped with a suitable vent pipe that will permit the air to escape in the pipe at its upper end, in the outlet opening of the upstream manhole.

Fill the sewer and risers with water up to a level that is either 2-1/2 ft. above the highest point in the sewer pipe, service connection, or groundwater table, whichever is highest, plus the vertical distance from the invert of the sewer at its lower end up to the level of the ground water, where such ground water exists above the invert of the sewer.

Fill the sewer with water as a continuous operation as rapidly as the supply will permit. Complete this filling in a minimum of 2 hours for sewers 12 in. in diameter or smaller, 3 hours for sewers 15 in. through 24 in. in diameter, and 4 hours for larger sewers. Over a one-hour period, measure the leakage during the test period by adding measured quantities of water to maintain the water level in the test structure. The quantity of water added to maintain the initial water level is the amount of leakage.

Test criteria and allowable leakage for exfiltration and infiltration tests are shown in Table 5.

Table 5
Test Criteria Table for Exfiltration and Infiltration Water Tests

Diameter of Riser or Stack ¹	Volume per Inch of Depth		Allowable Leakage ²	
	(in.)	(cu. in.)	(gal.)	Pipe Diameter (in.)
1	0.7854	0.0034	6	0.0039
2	3.1416	0.0136	8	0.0053
2.5	4.9087	0.0212	10	0.0066
3	7.0686	0.0306	12	0.0079
4	12.5664	0.0306	15	0.0099
5	19.6350	0.0544	18	0.0118
6	28.2743	0.1224	21	0.0138
8	50.2655	0.2176	24	0.0158
			27	0.0177
			30	0.0197
			36	0.0237
			42	0.0276
1. For other diameters, multiply the square of diameter, by the value for 1 in. diameter.			2. Equivalent to 50 gallons per inch of inside diameter per mile in 24 hours.	

4.3.3

Low Pressure Air Test. For sanitary sewers of less than 36-in. average inside diameters, conduct testing in sections less than 300 ft. long. For shorter runs, conduct the low pressure air test from manhole to manhole. Test 36-in. and larger sewer mains, every two runs of pipe with one pipe joint connection in between.

Perform the low pressure air test in accordance with ASTM C828 and ASTM C924, using holding times not less than those listed in Tables 6, 7, and 8.

Low Pressure Air Test:

Note 1: Tables are based on the following equation:

$$T = 0.0850(D)(K)/(Q)$$

- T = Time for pressure to drop 1.0 pound per square inch gauge (psig), in seconds
- K = 0.000419(D)(L), but not less than 1.0
- D = Average inside diameter, in inches
- L = Length of line of the same pipe size being tested, in feet
- Q = Rate of loss = 0.0015 Cubic feet/min./sq. ft. of internal surface area

Note 2: Add 1.0 psig for each 2.3 ft. of water above the highest point in the sewer.

Note 3: When two sizes of pipe are involved, compute the time by using the ratio of the lengths involved. For example, using 400 ft. of 10-in. pipe and 200 ft. of 6-in. pipe:

$$\begin{aligned} \text{Time} &= \frac{\text{Length}_1 \times \text{Time}_1 + \text{Length}_2 \times \text{Time}_2}{\text{Length}_1 + \text{Length}_2} \\ &= \frac{400 \times 15:50 + 200 \times 5:40}{400 + 200} = \frac{400 \times 950 + 200 \times 340}{400 + 200} \\ &= 747 \text{ Seconds} = 12:27 \text{ min:sec} \end{aligned}$$

Acceptance Testing for Sanitary Sewers

Table 6
Time Allowed for Pressure Loss from 3.5 psig to 2.5 psig

Pipe Diameter (in.)	Minimum Time (min:sec)	Length for Minimum Time (ft.)	Time for Longer Length (sec.)	Specification Time for Length (L) Shown in (min:sec)				
				100 ft.	150 ft.	200 ft.	250 ft.	300 ft.
6	5:40	398	0.8548	5:40	5:40	5:40	5:40	5:40
8	7:33	298	1.5196	7:33	7:33	7:33	7:33	7:36
10	9:27	239	2.3743	9:27	9:27	9:27	9:54	11:52
12	11:20	199	3.4190	11:20	11:20	11:20	14:15	17:06
15	14:10	159	5.3423	14:10	14:10	17:48	22:16	26:43
18	17:00	133	7.6928	17:00	19:14	25:39	32:03	38:28
21	19:50	114	10.4708	19:50	26:11	34:54	43:38	52:21
24	22:40	99	13.6762	22:48	34:11	45:35	56:59	68:23
27	25:30	88	17.3089	28:51	43:16	57:42	72:07	68:33
30	28:20	80	21.3690	35:37	53:25	71:14	89:02	106:51
33	31:10	72	25.8565	43:06	64:38	86:11	107:44	129:17

Table 7
Time Allowed for Pressure Loss from 3.5 psig to 2.5 psig

Pipe Diameter (in.)	Minimum Time (min:sec)	Length for Minimum Time (ft.)	Time for Longer Length (sec.)	Specification Time for Length (L) Shown in (min:sec)			
				350 ft.	400 ft.	450 ft.	500 ft.
6	5:40	398	0.8548	5:40	5:42	6:25	7:07
8	7:33	298	1.5196	8:52	10:08	11:24	12:40
10	9:27	239	2.3743	13:51	15:50	17:48	19:47
12	11:20	199	3.4190	19:57	22:48	25:39	28:30
15	14:10	159	5.3423	31:10	35:37	40:04	44:31
18	17:00	133	7.6928	44:52	51:17	57:42	64:06
21	19:50	114	10.4708	61:05	69:48	78:32	87:15
24	22:40	99	13.6762	79:47	91:10	102:34	113:58
27	25:30	88	17.3089	100:58	115:24	129:49	144:14
30	28:20	80	21.3690	124:39	142:28	160:16	178:05
33	31:10	72	25.8565	150:50	172:23	193:55	215:28

Table 8
Time Allowed for Pressure Loss from 3.5 psig to 2.5 psig

Pipe Diameter (in.)	Minimum Time (min:sec)	Length for Minimum Time (ft.)	Time for Longer Length (sec.)	Specification Time for Length (L) Shown in (min:sec)	
				550 ft.	600 ft.
6	5:40	398	0.8548	7:50	8:33
8	7:33	298	1.5196	13:56	15:12
10	9:27	239	2.3743	21:46	23:45
12	11:20	199	3.4190	31:20	34:11
15	14:10	159	5.3423	48:58	53:25
18	17:00	133	7.6928	70:31	76:56
21	19:50	114	10.4708	95:59	104:42
24	22:40	99	13.6762	125:22	136:46
27	25:30	88	17.3089	158:40	173:05
30	28:20	80	21.3690	195:53	213:41
33	31:10	72	25.8565	237:01	258:34

4.3.4 **Leakage Testing for Manholes.** After completing manhole construction, wall sealing, or rehabilitation, but before backfilling, test manholes for water tightness using hydrostatic or vacuum testing procedures as described below.

Plug influent and effluent lines, including service lines, with suitably-sized pneumatic or mechanical plugs. Use plugs that are properly rated for the pressures required for the test. Adhere to the manufacturer's safety and installation recommendations. Place plugs a minimum of 6 in. outside of manhole walls. Brace the inverts to prevent lines from dislodging if lines entering the manhole have not been backfilled.

4.3.4.1 **Vacuum Testing.** Install the vacuum tester head assembly at the top access point of the manhole and adjust it for a proper seal on the straight top section of the manhole structure. Following the manufacturer's instructions and safety precautions, inflate the sealing element to the recommended maximum inflation pressure. Do not over-inflate the sealing element.

Evacuate the manhole with a vacuum pump to 10 in. of mercury (Hg) then disconnect the pump and monitor the vacuum for the time period specified in the Table 9.

Table 9
Vacuum Test Time Table

Depth in Feet	Time in Seconds, by Pipe Diameter		
	48 in.	60 in.	72 in.
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96
See Note	5.0	6.5	8.0
Note: Add T times for each additional 2-ft. depth. (The values listed above have been extrapolated from ASTM C924-85)			

If the drop in vacuum exceeds 1 in. of mercury (Hg) over the specified time period tabulated above, locate the leaks, complete repairs necessary to seal the manhole, and repeat the test procedure until satisfactory results are obtained.

4.3.4.2 **Hydrostatic Exfiltration Testing.** Perform hydrostatic exfiltration testing as follows: seal the wastewater lines entering the manhole with an internal pipe plug, then fill the manhole with water, and maintain it full for a minimum of one hour. The maximum leakage allowed for hydrostatic testing is 0.025 gallons per foot diameter per foot of manhole depth per hour.

If the water loss exceeds the amount tabulated above, locate the leaks, complete repairs necessary to seal the manhole, and repeat the test procedure until satisfactory results are obtained.

4.4 **Testing Procedures (Pressure or Force Main System).** After each section of force main is completed and can be isolated so high pressure cannot force test water into the operating system, hydrostatically test it. Perform such testing in accordance with Section 4 of AWWA C-600-77, as modified below:

- First, flush the test section with open bleeds with the flow controlled at the feed from the operating system so that the flushing pressure is always well below that of the operating system.
- Momentarily pressurize the pipe to 160 psi as a "burst" test. Conduct the leak test at a pressure of 140 psi.
- Pipe installations exceeding the leakage determined by the following formula will not be accepted:

$$L = \frac{(S) (D) (P)^{0.5}}{133,200}$$

in which (L) is the allowable leakage, in gallons per hour; (S) is the length of pipe in feet; (D) is the nominal inside diameter of the pipe in inches; and (P) is the average test pressure during the leakage test, in pounds per square inch gauge.

- After removing temporary inserts installed for hydrostatic testing, and before backfilling, leave the replacement piping exposed for visual inspection for leakage under normal pressure (after disinfection).

- 4.5 **Deflection Test of Thermoplastic Pipe (PVC, etc.).** Thirty days after backfilling, test flexible pipe (PVC, etc.) lines for deflection by pulling a mandrel or an approved deflectometer through the line. Perform mandrel testing in accordance with ASTM D3034 or F794. Remove and reinstall sections indicating 5% deflection or more, then retest for leakage and deflection. Mandrel testing is not required for stubs.
- 4.6 **Defective Sewers.** Remove sections of the sewer that show leakage exceeding that which is permitted by these specifications and re-lay them or otherwise make good by repairing using approved methods and materials. Perform permanent type repairs. Repair individual leaks that may appear whether or not the overall section meets the leakage requirements. Individual leaks will ordinarily be revealed by looking through the sewer with a light when the ground water level is over the sewer, or immediately after water from exfiltration tests is emptied from the sewer. Settlement in the backfill during exfiltration tests will be taken as an indication of leakage in the sewer.
- 4.7 **Retests.** After completing repairs, retest for leakage those sewers which failed to meet the requirements of the leak test.
- 4.8 **Responsibility of the Department.** The Engineer will observe the sanitary sewer construction and other contributing work. He or she will monitor the testing of this system for compliance with the plans and specifications.
- 4.9 **Responsibilities of the Contractor.** Conduct tests and supply labor, materials, and equipment required to perform the tests described in this specification.

5. MEASUREMENT

This Item will be measured as follows:

- 5.1 **Sanitary Sewers** will be measured by the foot, of the various sizes, types, and wall thickness (if applicable), of sanitary sewer specified, complete in place, tested, and accepted by the Engineer. Sanitary sewer will be measured longitudinally along the centerline of the sewer between the inside faces of the manholes.

If the installation involves a connection to an existing sewer line, the measurement will be made from the end of the existing sewer line to the inside face of the manhole on the work being measured.

Sanitary sewer pipe will be measured as described above and classified as sanitary sewers for the purposes of payment.

Wyes, tees, and bends are subsidiary to this Item. Include them in the measurement for payment of pipe sewer main in which they are installed. Plugs are subsidiary to the pertinent bid items.

- 5.2 **Steel Casing** will be measured by the foot of the various sizes installed by the open cut method complete in place and accepted by the Engineer. Steel casing will be measured longitudinally along the centerline of the casing pipe. The conditions, etc., regarding the measurement of sanitary sewers stated under Section 5.1. above also apply to casing pipe.

- 5.3 **Manholes** will be measured by each manhole, of the various types specified, complete in place.
- 5.4 **Adjusting Manholes** will be measured by each manhole adjusted.
- 5.5 **Jacking, Boring, or Tunneling** for sanitary sewers and steel casing will be measured by the foot of the various sizes, types, and wall thickness (if applicable) specified of sanitary sewer or steel casing jacked, bored, or tunneled.
- 5.6 **Service Connections** will be measured by each complete disconnection (abandoned connection) or reconnection of the material, type, diameter, and depth range (0 to 10 ft., 10-15 ft., or greater than 15 ft.) specified for each sanitary sewer service. The depth will be measured from the natural ground level to the flow line of the sanitary sewer main at the point of reconnection, for the Contractor's information only. One or more connections discharging into a common point will be considered as one service connection.
- 5.7 **Abandoning Sanitary Sewers** will be measured by each sewer abandoned of the sizes specified.
- 5.8 **Cutting and Restoring Pavement** will be measured by the square yard, of the depths specified.
- 5.9 **Air Release and Vacuum Relief Valves** will be measured by each valve assembly installed of the various sizes and types specified.

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 prices bid for the items described below. These prices are full compensation for furnishing materials and their preparation; for excavation and backfill; for preparation, shaping, and fine grading the bottom of the trench; for cutting and restoring existing pavement; for hauling, placing, and joining of pipes, valves, and fittings; for constructing bollards, vent piping, stacks, and manholes; and for necessary appurtenances and other items of materials, labor, equipment, tools, and incidentals.

- 6.1 **Sanitary Sewers.** Payment for sanitary sewers will be made at the unit price bid for "Sanitary Sewers" of the various sizes, types, and wall thickness (if applicable) specified, complete in place. Plastic liner is required for concrete pipe interior surfaces and is subsidiary to this bid Item. An internal liner resin is required for centrifugally cast fiberglass pipe and is subsidiary to this bid Item.

Unless otherwise specified on the plans or this specification, excavation, disposing of unsuitable excavated material, backfilling, and the material used for backfill for the complete installation of the sanitary sewer system are subsidiary to and included in the unit price bid for the pipe and any structure for which payment is required.

Fittings, including necessary concrete blocking, pipe clamps, nipples, pipe coatings, lubricants, etc., are subsidiary to the sanitary sewer mains in which they are installed. If additional fittings are required due to plan changes or alterations in line or grade, they will be subsidiary to the sanitary sewer lines in which they are installed.

- 6.2 **Steel Casing.** Payment for steel casing will be made at the unit price bid for "Casing (Steel)(Sanitary Sewer)" of the various sizes specified, installed by the open cut method, complete in place.
- 6.3 **Manholes.** Payment for manholes will be made at the unit price bid for "Manholes (Sanitary Sewer)" of the various types specified, complete in place. Rings, covers, and steps are subsidiary to this bid Item.
- 6.4 **Adjusting Manholes.** Payment for each manhole adjusted will be made at the unit price bid for "Adjusting Manholes (Sanitary Sewer)." The excavation and backfill required are subsidiary to this bid Item.

- 6.5 **Jacking, Boring, or Tunneling.** Payment for jacking, boring, or tunneling of sanitary sewer will be made at the unit price bid for “Jacking, Boring, or Tunneling (Sanitary Sewer)” of the various sizes, types, and wall thicknesses (if applicable) specified. This price includes furnishing the pipe.

Payment for jacking, boring, or tunneling steel casing will be made at the unit price bid for “Jacking, Boring, or Tunneling Casing (Steel) (Sanitary Sewer)” of the various sizes and wall thickness specified (applicable only if exceeding minimum thickness shown in Section 2.8., “Steel Casing Pipe,” of this specification). This price includes the steel casing.

Sanitary sewer placed in casing will be paid for at the unit price bid for “Sanitary Sewers” as described above.

Excavating, backfilling, backfill material, and disposing of the unsuitable excavated material caused by jacking, boring, or tunneling pipe or casing, are subsidiary to and included in the unit price bid for the pipe or casing jacked, bored, or tunneled.

- 6.6 **Service Connections.** Payment for service connections will be made at the unit price bid for “Service Connections (Sanitary Sewer).” This payment includes any sewer stacks required. Excavation and backfill associated with disconnection or reconnection are subsidiary to this bid Item.

No separate payment will be made for an abandoned service connection if the service to be abandoned is within 4 ft. of an active connection. Payment for only one abandoned service connection will be allowed when a second abandoned connection is within 4 ft. of the first.

- 6.7 **Abandoning Sanitary Sewers.** Payment for abandoning sanitary sewer will be made at the unit price bid for “Abandoning Sanitary Sewer” of the sizes specified. Excavation and backfill required to abandon the sanitary sewer are subsidiary to this bid Item. Where grout is required, as shown on the plans, it is subsidiary to this bid Item.

- 6.8 **Cutting and Restoring Pavement.** Payment for cutting and restoring pavement will be made at the unit price bid for “Cutting and Restoring Pavement” of the depths specified. Excavation below the pavement and base is subsidiary to this bid Item.

- 6.9 **Air Release and Vacuum Relief Valves.** Payment for Air Release and Vacuum Relief Valves will be made at the unit price bid for “Air Release Valve,” “Air Release and Vacuum Relief Valve,” or “Vacuum Relief Valve” of the various sizes specified. This price is full compensation for valves, fittings, vent piping, bollards, necessary appurtenances, and incidentals.

Trench excavation protection or temporary special shoring required for trenches which are greater than 5 ft. in depth, and sloping the sides of those trenches to preclude collapse, will be measured and paid for as required by Item 402, “Trench Excavation Protection” or Item 403, “Temporary Special Shoring.”

Furnishing and placing bedding material is subsidiary to the pertinent bid items.

Furnishing and installing a complete, operational nonmetallic pipe detection system, and the materials necessary for this system are subsidiary to the pertinent bid items.

Unless otherwise specified on the plans, repair curbs, pavement, base material, concrete riprap, and sidewalks damaged by construction operations at no expense to the Department, if such damaged items are not part of the Contract.

Testing sanitary sewers for leakage, including labor, materials, and equipment necessary to perform the tests, is subsidiary to the pertinent bid items.

Special Specification 7049

Water Mains



1. DESCRIPTION

Furnish labor, materials, and equipment necessary to provide a complete water main system in conformance with the plans and specifications, and in compliance with the Department's Utility Accommodations Policy (Title 43, T.A.C., Sections 21.31-21.55). Construct water mains of the sizes, materials, and dimensions shown on the plans including pipe, joints, and connections to new and existing pipes, casing, valves, fittings, fire hydrants, meters, blocking, etc., as many as may be required to complete the work.

Furnish material and equipment for encasing existing water lines with split steel encasement pipes using the open cut method in accordance with this specification.

The abbreviations AWWA, ASA, ASTM, ANSI, AASHTO, NACE, NSF, SSPC, and TCEQ used in this specification refer to the following organizations or technical societies:

- AWWA American Water Works Association
- ASA American Standards Association
- ASTM American Society for Testing and Materials
- ANSI American National Standards Institute
- AASHTO American Association of State Highway and Transportation Officials
- NACE National Association of Corrosion Engineers
- NSF National Sanitation Foundations
- SSPC Steel Structural Painting Council
- TCEQ Texas Commission on Environmental Quality

References to specifications of the above organizations mean the latest standard or tentative standard in effect on the date of the proposal.

2. MATERIALS

All materials must conform to the requirements of this Item, the plans and the following Items:

- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"
- Item 441, "Steel Structures"
- Item 465, "Junction Boxes, Manholes, and Inlets"
- Item 471, "Frames, Grates, Rings, and Covers"

2.1. **General.** Provide new and unused materials for this project unless otherwise stated in the plans or proposal.

Pipe 6 in. or larger is acceptable to the Texas Fire Insurance Commission without penalty for use in water works distribution systems.

For water mains less than 24 in. in diameter, use casing insulators between the water main and casing unless otherwise shown on the plans. For water mains 4 in. through 14 in., use 8 in. wide casing insulators.

For water mains 16 in. through 20 in., use 12 in. wide insulators. For pipe materials up to 12 in., use Pipeline Seal and Insulator Model C8G-2 or approved equal. For water mains larger than 12 in. use Pipeline Seal and

Insulator Model C12G-2 or approved equal. Casing end seals: Pipeline Seal and Insulator Model C or approved equal.

2.2. **Steel Pipe and Fittings.**

2.2.1. **Steel Carrier Pipe.** Provide steel pipe for use as carrier pipe in the distribution system, conforming to the requirements of AWWA Standard C200. Install steel pipe 20 in. and smaller as aerial crossings, above-ground piping, and for encasement sleeves only. Do not bury steel pipe that is 20 in. and smaller directly or within a casing.

For pipe 24 in. and greater, conform to the requirements of AWWA C200, C207, C208 and AWWA M11 except as modified in this specification. Furnish pipe and fittings that have manufacturer's certifications ensuring that they have been hydrostatically tested at the factory in accordance with AWWA C200, Section 3.4. Ensure pipe steel meets the requirements of ASTM A36, ASTM A570 Grade 36, ASTM A53 Grade B, ASTM A135 Grade B, or ASTM A139 Grade B as a minimum. Pipe is also subject to the requirements of Underwriters Laboratories, Inc. Specification for "Steel Pipelines for Underground Water Service."

Provide pipe and fittings to withstand the most critical simultaneous application of external loads and internal pressures based on the minimum of AASHTO HS-20 loading, AREMA E-80 loads, depths of bury as indicated on the plans, and the most critical groundwater level condition. The pipe design conditions follow:

- Working pressure = 100 psi.
- Hydrostatic field test pressure = 150 psi.

For pipe design (24 in. and larger) conform to AWWA M11 with the following conditions:

- Design stress due to working pressure: The maximum is 50% of the minimum yield strength or 16,500 psi maximum stress for mortar-coated pipe.
- Design stress due to hydraulic test pressure: The maximum is 75% of the minimum yield strength or 24,750 psi maximum stress for mortar-coated pipe.
- Modulus of soil reaction (E'), <1,500 psi.
- Unit weight of fill (w) > 120 pcf.
- Deflection lag factor ($D1$) = 1.2.
- Bedding constant (K) = 0.1.
- Fully saturated soil conditions: $hw = h$ = depth of cover above top of pipe.
- Maximum deflection from specified diameter = 3% for flexible coatings.

Provide pipe and fittings that have been designed by a licensed Engineer. Before manufacturing, submit these signed, sealed, and dated calculations for approval.

Supply pipe in double random lengths unless otherwise shown on the plans. Bevel the ends of the pipe for field butt welding as shown on the plans.

Provide a minimum of 3/8 in. inside joint recess between ends of pipe in straight pipe sections.

Provide a minimum allowable steel wall thickness in accordance with Tables 1 and 2 for HS-20 live loads and depths of bury up to 16 ft.

Table 1
Carrier Pipe (20 in. and Smaller)

Nominal Pipe Size (in.)	Outside Diameter (in.)	Min Wall Thickness (in.)	Approximate Weight Per Lineal Ft., Uncoated (lb.)
4	4.500	0.250	11.35
6	6.625	0.280	18.97
8	8.625	0.322	28.55
10	10.750	0.365	40.48
12	12.750	0.375	49.56
16	16.000	0.375	62.58
20	20.000	0.375	78.60

Table 2
Carrier Pipe (24 in. and Larger)

Net Inside Diameter (in.)	Min Wall Thickness (in.)	
	Flexible Coating	Mortar Coating
24	0.149	0.136
30	0.149	0.136
36	0.178	0.163

Note: Refer to the plans for carrier pipe thickness. However, never use a pipe wall thickness less than that defined in the above tables.

2.2.2.

Steel Casing Pipe. Ensure pipe intended for use as casing pipe is manufactured in accordance with Section 2.2.1, "Steel Carrier Pipe," except to ensure that the minimum allowable steel wall thickness conforms to those shown in Table 3 for HS-20 live loads and depth of bury of up to 16 ft.

Table 3
Casing Pipe (Encasement Sleeves)

30 in. and Smaller			
Casing Pipe Size (in.)	Outside Diameter (in.)	Min Wall Thickness (in.)	Approximate Weight Per Lineal Ft., Uncoated (lb.)
8	8.625	0.219	19.64
10	10.750	0.219	24.60
12	12.750	0.219	29.28
16	16.000	0.219	36.86
18	18.000	0.250	47.39
20	20.000	0.250	52.73
24	24.000	0.250	63.41
30	30.000	0.250	79.43

Note: Refer to the plans for casing thickness. However, never use a pipe wall thickness less than that defined in the above table.

Provide steel casing sections for split casing in lengths a maximum of 20 ft. Ensure each section is split in half-sections. Bevel the ends and split sections for field butt-welding.

Steel casing pipe is not required to carry the label of the Underwriters Laboratories, Inc.

2.2.3.

Steel Pipe Fittings. Provide factory forged steel pipe fittings unless otherwise shown on the plans. Ensure the wall thickness is equal to or greater than the pipe to which the fitting is to be welded. Bevel the ends of the fitting for field butt-welding.

Provide approved sleeve-type flexible and flange adaptor couplings. Ensure the thickness of the middle ring is equal to or greater than the thickness of the pipe wall.

Provide restraint joint connections for 16 in. and larger water main piping shown on the plans to have restraint lengths, unless otherwise shown on the plans. Joints are to be double-welded at butt or lap joints at aerial crossings as shown on the plans. Use flanged joint at valves.

Elbows: Provide 2-piece for 0° to 22.5°; 3-piece for 23° to 45°; 4-piece for 46° to 67.5°; and 5-piece for 68° to 90°, unless otherwise shown on plans.

Outlets: Reinforced in accordance with AWWA M11, Sections 13.3-13.7, AWWA C200, and AWWA C208. Provide interior lining and exterior coating in accordance with paragraphs on coating and lining, and matching pipe to access inlets, service outlets, test inlets, and air-vacuum valve and other outlets, including riser pipes.

Radius: The minimum radius is 2.5 times pipe diameter.

- 2.2.4. **Hydrostatic Test of Pipe.** Ensure the pipe manufacturer performs hydrostatic testing in accordance with AWWA C200, Section 3.5.3, at the point of manufacture, conducts the test for a minimum of 2 min., and thoroughly inspects the pipe. Repair or reject pipe revealing leaks or cracks. Obtain from the manufacturer and submit to the Engineer, the manufacturer's written certification that the pipe and fittings used on this project have passed the hydrostatic test.

Calibrate pressure gauges within 1 yr. before testing, as specified in AWWA C200, Section 1.04 L.

- 2.2.5. **Butt Straps for Closure Piece.** Provide a minimum 12 in. wide split butt strap; minimum plate thickness equal to the thinnest member being joined; fabricated from material equal in chemical and physical properties to the thinnest member being joined.

Provide a minimum lap of 4 in. between the member being joined and the edge of the butt strap, welded on both the inside and outside, unless otherwise approved.

Provide a minimum 6 in. welded outlet for inspecting each closure section, unless the access man way is within 40 ft. of the closure section. Provide forged steel threaded outlets of approved design, where required, for use in passing hose or lead wires into the pipe. Tap plugs with standard pipe threads and weld to the pipe in an approved manner, and use solid forged steel plugs for closure.

Provide full penetration butt or welded joints as shown on the plans. Use flanged joints at valves unless otherwise shown on the plans. Perform x-ray or ultrasonic testing of manual welds on special pipe and fittings.

Dished Head Plugs: Provide dished head plugs (test plugs) to withstand field hydrostatic test pressure from either side of the plug. Ensure the design stress due to hydrostatic pressure is at most 50% of minimum yield. Pipe on the opposite side of the hydrostatic test may or may not contain water. Ensure the manufacturer of the steel pipe hydrostatically tests the plugs at the factory.

Make curves and bends by deflecting joints, by using beveled joints, or by combining these methods, unless otherwise shown on the plans. Do not exceed the joint deflection angle recommended by the pipe manufacturer.

Make penetration of spigot into bell at all points of circumference at least equal to minimum required penetration shown on the plans. Provide beveled pipe sections used in curved alignment of standard length except when shorter sections are required to limit the radius of curvature. In this case, provide equal length sections throughout the curve. Do not allow the bevel to exceed 5°.

- 2.2.6. **Steel Pipe Flanges.** Ensure steel pipe flanges shown on the plans conform to AWWA Standard C207 for Class D Flanges (same diameter and drilling as Class 125 cast-iron flanges ASA B16.1).

Make cast-iron to steel pipe connections with 1 cast-iron bell flange and 1 steel slip-on flange, and ensure they are electrically isolated.

The use of insulating gaskets, plastic bolt sleeves, and washers of insulating gasket material backed with zinc plated or hot-dip galvanized washers, or epoxy coated bolts, nuts, and washers used with an insulating gasket, are approved for this purpose.

For inline flange joints 12 in. in diameter and greater and for butterfly valve flanges, use Pyrex LineBacker Type E phenolic gaskets manufactured by Pipeline Seal and Insulator Inc., or approved equal.

Use full-face gaskets for other flanged joints not listed above. Provide cloth-inserted rubber gasket material, 1/8 in. thick in accordance with AWWA C207. Ensure gaskets are factory-cut to proper dimensions.

Maintain electrically isolated flanged joints between steel and cast-iron by using epoxy coated bolts, nuts, washers, and insulating type gaskets unless, otherwise approved.

Fabricate flanges with oversize bolt holes, with flanges drilled in pairs, to accommodate insulating sleeves.

2.2.7. **Steel Pipe Protective Coatings.**

2.2.7.1. **General.** Use shop-applied protective coatings except for field repairs and coatings of field welded joints. The Engineer may provide for witness of inspection and testing of shop-applied coatings, however, such witness does not relieve the Contractor of the responsibility to furnish material, perform work, and provide quality control in conformance with the applicable AWWA Standard and the requirements of these specifications.

The substrate surface profile and minimum and maximum individual and total dry film thickness (DFT) indicated in this specification apply. No requirement of this specification cancels or supersedes the specific written directions and recommendations of the specific coating manufacturer so as to jeopardize the integrity of the applied system. Measure the dry film thickness in accordance with SSPC PA2.

Field test shop coating and field repairs for holidays, pinholes, or discontinuities, at voltage levels required by the applicable AWWA Standard and in accordance with the applicable NACE procedure, i.e., PRO 188, RPO 274, TMD 384, etc. Submit the test procedure, including voltage levels to be used, before testing. Repair holidays in conformance with the applicable AWWA Standard.

Provide documentation by a NACE-certified inspector of compliance with the required tests.

Handle, store, and use field procedures for shop-coated pipe in conformance with the applicable AWWA Standards. Adequately seal and protect pipe ends from damage during handling and storage. Do not remove such protection until immediately before installing. Do not lift pipe using caliper clamps or hooks at ends of the pipe.

Repair damage to the pipe or the protective coating caused while installing the pipe and before final acceptance by the owner, as directed and in conformance with the applicable standards.

Keep the interior of the pipe and fittings clean of foreign matter before installing and until the work is accepted. Keep joint contact surfaces clean until jointing is complete.

Furnish an affidavit of compliance that all materials and work furnished comply with the requirements of the applicable AWWA Standard and these specifications.

2.2.7.2. **Internal Lining for Steel.** Ensure the material used for the internal coating of the steel carrier pipe is NSF61-listed as suitable for contact with potable water as required by Chapter 290, Rules & Regulations for Public Systems, Texas Commission on Environmental Quality (TCEQ).

Supply steel pipe with epoxy lining, capable of conveying water at temperatures not greater than 140°F. Provide linings conforming to American National Standards Institute/National Sanitation Foundation (ANSI/NFS) Standard 61, and certification from an organization accredited by ANSI. Unless otherwise noted,

coat exposed (wetted) steel parts of flanges, blind flanges, bolts, and access manhole covers, with epoxy lining as specified.

2.2.7.2.1.

Epoxy Lining. Use Liquid Epoxy meeting the requirements of AWWA C-210, "Liquid Epoxy Coating System for the Interior and Exterior of Steel Water Pipelines," except as modified in this specification. Provide a Liquid Epoxy system consisting of three coats of polyamide epoxy (no coal tar material) as follows:

- Prime Coat: 2-part, chemically cured, NSF certified epoxy, 4-6 mils dry film thickness (DFT).
- Intermediate Coat: 2-part NSF certified epoxy, 4-6 mils (DFT).
- Finish Coat: 2-part NSF certified epoxy, 4-6 mils (DFT).

Ensure the total system has a minimum DFT of 12 mils and a maximum DFT of 18 mils. Apply each coat in contrasting colors, using a buff prime and intermediate coat and a white finish coat. Use the same manufacturer to supply all material. Coal-tar epoxy material is not permitted. For surfaces to be coated, abrasive blast clean them to a near-white finish in accordance with SSPC-5(64) to establish an average anchor profile of 2.0 to 3.0 mils, with no individual reading greater than 4.0 mils or less than 1.5 mils. Before applying, inspect the prepared and cleaned surface for evidence of non-visible contaminants such as soluble salts or chlorides in accordance with NACE Technical Committee Report "Surface Preparation of Contaminated Steel Surfaces," NACE Publication 6G 186.

Re-clean the surface as necessary, until it is free of such contaminants.

Perform an interior adhesion test on pipe 30 in. in diameter and larger in accordance with ASTM D 4541.

Minimum field adhesion: 700 psi. Perform this test on pipe for project at a frequency of one for every 1000 sq. ft. of epoxy lining. Perform a cure test in accordance with ASTM D 4752 (solvent rub test) and ASTM D 3363 (pencil hardness) for each section of pipe. Repair tested areas with approved procedures.

Provide Fusion Bonded Epoxy in accordance with AWWA C-213, "Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines."

2.2.7.3.

External Coating.

2.2.7.3.1.

Above Ground. Externally coat above ground steel piping and fittings with a 3-coat epoxy/epoxy/polyurethane system in accordance with AWWA C-218, "Coating the Exterior of Aboveground Steel Water Pipelines and Fittings," Section 2.5, Coating System No. 4-91, except as modified in this specification.

- Prime Coat: 2-component, inhibitive epoxy primer; DFT of 4-6 mils.
- Intermediate Coat: 2-component, chemical resistant epoxy; DFT of 4-6 mils.
- Finish Coat: 2-component aliphatic polyurethane; DFT 1.5-2.5 mils.

Ensure the total system has a minimum DFT of 9.5 mils and a maximum DFT of 14.5 mils. Apply each coat in contrasting colors, using a buff prime coat and a blue finish coat, or as directed. Use the same manufacturer to supply all material. For surfaces to be coated, abrasive blast clean them to a near-white finish in accordance with SSPC-SP10 (NACE 2) to establish an average anchor profile of 2.0 to 3.0 mils, with no individual reading greater than 4.0 mils or less than 1.5 mils. Before coating, inspect the prepared and cleaned surface for evidence of non-visible contaminants such as soluble salts or chlorides in accordance with NACE Technical committee Report "Surface Preparation of Contaminated Steel Surfaces," NACE Publication 6G 186. Re-clean the surface as necessary, until it is free of such contaminants.

Perform an interior adhesion test on pipe 30 in. in diameter and larger in accordance with ASTM D 4541. Minimum field adhesion: 700 psi. Perform this test on pipe for the project at a frequency of one for every 1000 sq. ft. of epoxy lining. Perform a cure test in accordance with ASTM D 4752 (solvent rub test) and ASTM D 3363 (pencil hardness) for each section of pipe. Repair tested areas with approved procedures.

Provide Fusion Bonded Epoxy in accordance with AWWA C-213, "Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines."

- 2.2.7.3.2. **Buried Steel Pipe, 24 Inch Diameter and Larger Only.** Coat buried steel pipe and fittings (except tunneled, cased, or augered holes) with either of the following systems:
- 2.2.7.3.2.1. **Tape Coating.** Provide an approved tape for external tape coating. Apply in accordance with AWWA C214 and the requirements of this section; 80 mil shop-applied, Polyken YG-III, Tek-Rap Yard-Rap, or approved equal. Components: Primer, one 20 mil layer of inner-layer tape for corrosion protection and two 30 mil layers of outer-layer tape for mechanical protection. Bond coupling to adjacent pipes with bonding cables as shown on the plans.
- Use approved filler putty, type Polyken 939 insulating putty, or approved equal, to fill in the gap and create a smooth sloped transition between the top of the reinforcing plate and the pipe, before applying the tape coating.
- Primer: Compatible with the tape coating, supplied by the coating-system manufacturer.
- Provide pipe with shop coatings cut back approximately 4 to 4-1/2 in. from the joint ends to facilitate joining and welding of pipe. Taper successive tape layers by 1 in. staggers to facilitate field wrapping and welding of joints. Inner and outer tape width: 12 in. or 18 in.
- Do not expose tape coating to direct sunlight for more than 60 days.
- Wrap specials and fittings that cannot be machine wrapped due to configuration, with primer layer and two layers of prefabricated tape, each 35 mils thick. Overlap machine applied tape with hand applied tape by minimum of 2 in. and bind to it.
- Apply Polyken approved 30 mil filler tape 931, or approved equal, parallel to spiral weld seams if weld height measures greater than or equal to 1/8 in.
- 2.2.7.3.2.2. **Polyurethane Coating.** Refer to Section 2.2.7.3.1., "Above Ground." Heat Shrink Joint Sleeves for Tape Coating: Aqua-shield, or approved equal. For repairs to heat shrink joint sleeves, use Aqua-shield Repair Patch Kit, or approved equal.
- 2.2.7.3.3. **Steel Pipe in Tunneled, Cased, Bored, or Augered Holes.**
- 2.2.7.3.3.1. **24 Inch and Larger:** Prime steel pipe in tunneled or cased holes with 3.0 to 4.0 mils of a 2-part chemically cured rust inhibitive polyamide epoxy. Prepare the surface the same as for above ground external coating in accordance with Section 2.2.7.3.1., "Above Ground." Fill the annular space between the tunnel or casing with the specified grout.
- 2.2.7.3.3.2. **20 Inch and Smaller:** Coat steel pipe in bored or augered holes, or holes in a tunnel or casing, with Corropipe II-TX or Corroclad 2000 as manufactured by Madison Chemical Industries, Inc., or approved equal, and apply in strict conformance with the manufacturer's recommendations.
- For external field welds and other field repairs, use Madison Chemical "GP" II or "TX" Touch Up, or approved equal, in conformance with the manufacturer's recommendations.
- 2.2.7.4. **Inspections and Testing of Coatings.** Perform electrical inspection on the inner layer of tape before applying the intermediate layer of tape. If holidays are detected, repair holidays immediately before applying the outer layer of tape. Clear the holiday area of material and re-prime if necessary. Re-coat the area with inner wrap tape. Overlap the inner wrap tape onto the surrounding inner wrap coating by at least 2 in. Perform an electrical re-test at the repaired area after repairing the holiday, and before continuing the outer wrap.

Shrink Wrap: Perform an electrical inspection on the shrink wrap to check for holidays. Perform peel tests over the heat affected zone. Minimum acceptable result: 15 lbs. ft. per inch.

2.3. **Ductile-Iron Pipe and Fittings.**

2.3.1. **Ductile-Iron Pipe.** Provide ductile-iron pipe conforming to the requirements of AWWA Standard C151. Provide minimum lengths of 18 ft. and minimum thickness of Class 51 for water lines. Provide minimum thickness Class 53 for flanged pipe and minimum thickness Class 52 for areas with pipe offset sections. Use joints of the push-on type or flanged type unless otherwise shown on the plans. Use push-on joints conforming to the requirements of ASA Specification A21.11 (AWWA C111). Use flanged joints conforming to the requirements of AWWA C115 including a cloth inserted rubber gasket material 1/8 in. thick for flanged joints. Do not use threaded or grooved type joints which reduce the pipe wall thickness below the minimum required.

Provide polyethylene encasement material and install in accordance with AWWA C105, and backfill as specified. Apply a minimum of two complete wraps of 8 mil thick polyethylene. Use polyethylene encasement for open cut installations only. For augered sections or sections installed inside a tunnel or casing, provide polyurethane coating.

Ensure the pipe manufacturer performs hydrostatic testing in accordance with AWWA C 151, Section 5.2.1, at the point of manufacture, conducts the test for a minimum of 2 min. and thoroughly inspects the pipe. Repair or reject pipe revealing leaks or cracks. Obtain from the manufacturer and submit to the Engineer, the manufacturer's written certification that the pipe and fittings used on this project have passed the hydrostatic test.

Prevent any lateral movement of thrust restraints throughout the pressure testing and operation. Passive resistance of soil will not be permitted in the calculation of thrust restraint.

Clearly mark the pipe section to show the location and thickness or pressure class color code.

Provide an exterior coating, in open cut excavations, consisting of a prime coat and an outside asphaltic coating conforming to AWWA C110, C115, or C151 for pipe and fittings. Encase the water line in a double wrap of polyethylene. Use polyethylene wrap conforming to the requirements of Section 2.13., "Polyethylene Film Wrap," and Section 3.16., "Polyethylene Film Wrap." Install bond wire as specified.

Coat Ductile-Iron pipe in augered holes with a polyurethane coating. Use a polyurethane coating conforming to the same requirements as those in Section 2.2.7.3.3., "Steel Pipe in Tunneled, Cased, Bored, or Augered Holes."

2.3.2. **Fittings for Ductile-Iron Pipe.** Ensure fittings for use with ductile-iron pipe of nominal sizes 4 in. through 48 in. conform to AWWA Standard C110 or C153.

Use joints of the push-on type or flanged type unless otherwise shown on the plans. Use push-on joints conforming to the requirements of ANSI Specification A21.11 (AWWA C111), rated for a 250 psig working pressure or A21.53 (AWWA C153). Use flanged fittings conforming to AWWA C110, of cast or ductile iron and conforming to ANSI B16.1, class 125 rated at 250 psig working pressure. Screw flanged fittings on threaded pipe ends done in the shop in accordance AWWA C115 for attaching, aligning, and facing.

Coat the inside and outside surfaces of the fittings as specified for the regular lengths of ductile-iron pipe.

Regardless of the coating system, for flanged joints in buried service, provide a petrolatum wrapping system, Denso, or approved equal, for the complete joint and alloy steel fasteners. Alternatively, provide bolts made of Type 304 stainless steel.

Bond joints in accordance with Section 2.6., "Joint Bonding and Electrical Insulation."

2.3.3. **Restrained Joints.** For buried services, restrain ductile iron pipe 16 in. diameter and larger from movement, using special joints. Provide the following or approved equal:

- Super-Lock Joint by Clow Corporation.
- Flex-Ring or Lok-Ring by American Cast Iron Pipe Company.
- TR-Flex or Field-Lok Joint by U.S. Pipe and Foundry Company.

Provide restrained joints with enough distance from each side of the bend, tee, plug, or other fitting to resist thrust developed at the design pressure for the pipe.

Use water main interior coatings conforming to AWWA C104 or ANSI A21.4, cement-lined with seal coat or ANSI A 21.16 fusion-bonded epoxy coating.

Ensure the material used for internal coating is NSF 61 and listed as suitable for contact with potable water as required by Chapter 290, Rules and Regulation for Public Water Systems, Texas Natural Resources Conservation Commission (TNRCC).

2.4. **Polyvinyl Chloride Pipe (PVC) Pipe and Fittings.**

2.4.1. **Polyvinyl Chloride Pipe, 2 Inch through 20 Inch.** Provide PVC pipe 4 in. and larger with integral bell type gasketed push-on joints or plain end pipe with twin-gasketed couplings conforming to the requirements of ASTM Designation D3139 for push-on-type joints. Use rubber gaskets conforming to the requirements of ASTM Designation D1869. Lubricate gaskets with a nontoxic water-soluble lubricant before joining pipe units. Fit pipe units together in such a manner to avoid twisting or damaging the rubber gasket.

Mark furnished PVC pipe on the spigot end for proper depth of makeup to the bell end of a joining length of pipe or fitting.

Provide valves for use with PVC pipe conforming to the requirements of Section 2.9., "Gate Valves, Tapping Valves, and Tapping Sleeves," except provide valve ends of the push-on-joint type for use with PVC pipe. Provide self-extinguishing PVC pipe that bears Underwriters' Laboratories mark of approval and is acceptable without penalty to Texas State Fire Insurance Committee for use in fire protection lines. Ensure PVC pipe bears the National Sanitation Foundation Seal of Approval (NSF-PW).

Provide PVC meeting the following thickness when using restrained joints:

- DR 18: For restrained joints where shown in the plans.
- DR 14: For alternate to offset pipe sections shown on the plans. Do not use PVC pipe for offset sections with depth cover greater than 20 ft. or less than 4 ft. Do not use PVC pipe in potentially petroleum-contaminated areas.

Make curves and bends by deflecting joints. Do not exceed the maximum deflection recommended by the pipe manufacturer. Submit details of other methods of providing curves and bends for review by the Engineer.

Gaskets: Use gaskets meeting the requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight. Flat Face Mating Flange: Full faces 1/8 in. thick ethylene propylene rubber (EPR). Raised Face Mating Flange: Flat ring 1/8 in. EPR, with filler gasket between the outside diameter (OD) of the raised face and the flange OD to protect the flange from the bolting moment. Lubricant for rubber-gasketed joints: Water-soluble, non-toxic, non-objectionable in taste and odor imparted to fluid, non-supporting of bacteria growth, and causing no deteriorating effect on PVC or rubber gaskets. Use one manufacturer to furnish PVC pipe. When an approved PVC system is used as alternate to offset pipe section, a second manufacturer may be used. Do not use PVC pipe in potentially or known contaminated areas. Do not use PVC pipe in areas exposed to direct sunlight.

Ensure the pipe manufacturer performs hydrostatic testing accordance with AWWA C 900, AWWA C 905, AWWA C 909, and ANSI A 21.10 (AWWA C 110) at the point of manufacture. Obtain from the manufacturer

and submit to the Engineer, the manufacturer's written certification that the pipe and fittings used on this project have passed the hydrostatic test.

- 2.4.2. **Fittings for Polyvinyl Chloride Pipe, 2 Inch.** Provide PVC pipe manufactured in accordance with the requirements of ASTM Designation D1784 for PVC 12454B (Type I, Grade 1) or PVC 12454C (Type I, Grade 1) and with a standard thermoplastic pipe dimension ratio (SDR) equal to 21.

Use fittings for 2 in. PVC pipe with a minimum pressure rating of 200 psi. Use fittings of the solvent-weld, socket type conforming to the requirements of ASTM D2466, or the gasketed push-on type conforming to the requirements of ASTM D2241. Use PVC solvent cements manufactured in accordance with ASTM D2564.

- 2.4.3. **Polyvinyl Chloride Pipe, 4 Inch Through 20 Inch.** PVC pipe 4 in. through 12 in.: AWWA C 900, AWWA C 909, Class 150, DR 18; AWWA C 900, Class 200, DR 14 as alternate to offset pipe sections; nominal 20 ft. lengths; cast-iron equivalent outside diameters. Pipe 14 in. through 20 in.: AWWA C 905; Class 235; DR 18; nominal 20 ft. lengths; cast-iron equivalent outside diameter.

Use joints conforming to the same requirements as those specified for 2 in. PVC pipe.

- 2.4.4. **Bends and Fittings for PVC Pipe, 4 Inch through 20 Inch.** Provide fittings conforming to the requirements of Section 2.3.2., "Fittings for Ductile-Iron Pipe." Use polyethylene wrapped fittings as required by Section 2.13., "Polyethylene Film Wrap," and Section 3.16., "Polyethylene Film Wrap."

Provide restrained joints with enough distance from each side of the bend, tee, plug, or other fitting to resist thrust developed at the design pressure for the pipe.

Approved Certa-Lok PVC restrained joints, 200-250 psi, may be provided for up to 12 in. in diameter. Where preventing movements of 12 in. diameter or greater pipe due to thrusts is necessary, provide the following restrained joints, or approved equal:

- 2.4.4.1. **Fittings.** JCM 610 Sur-Grip Fitting Restrainer by JCM Industries, Inc. or Series 500 Fitting Restrainer by Ebba Iron, Inc., One Bolt by One Bolt, Inc., or approved equal.

- 2.4.4.2. **Bell and Spigot.** JCM 620 or 621 Sur-Grip Bell Joint Restrainer by JCM Industries, Inc. or Series 1500 or Series 1100HV Joint Restrainer by Ebba Iron, Inc., One Bolt by One Bolt, Inc., or approved equal.

- 2.4.5. **Nonmetallic Pipe Detection.** Where nonmetallic pipe is installed longitudinally underground, provide for a method of detecting the location of the nonmetallic pipe. The specific method is shown on the plans or will be approved. This system may involve some components to be installed in the trench around the pipe to be detected using a metal detector. Or the system may consist of locating equipment capable of creating a non-destructive pressure wave which can be detected above ground using a portable detection device with both audible and visual indicators. Ensure either system of detection is capable of accurately locating the pipe to a maximum depth of 3 ft. over the areas shown on the plans.

Either system must be capable of locating lines under earth, concrete, or asphaltic surfaces. Use equipment, materials, and installation as specified by the manufacturer.

- 2.5. **Fiberglass Reinforced Plastic (FRP) Pipe for Casing.**

- 2.5.1. **FRP Casing Pipe.** Ensure pipe used for casing is centrifugally cast fiberglass pipe conforming to the requirements of AWWA Standard C 950 and the requirements of this section.

Design fiberglass casing pipe wall thickness to withstand the most critical simultaneous application of external loads, including construction loads and internal pressures. Base the design on the minimum of AASHTO HS-20 loading, AREMA E-80 loads, and depths of bury as indicated on the plans. Design for the most critical groundwater level condition. The pipe design conditions follow:

- Working Pressure = 100 psi

- Hydrostatic Field Test Pressure = 150 psi

Provide the pipe with pressure rated fiberglass sleeve couplings or O-ring bell-and-spigot joints that use elastomeric sealing gaskets to maintain joint water-tightness conforming to the requirements of ASTM D 4161. Provide the casing end treatments with rubber boot type seals capable of maintaining casing water-tightness. Provide casing pipe, gasketing and end treatments that have a very-low to zero corrosive reaction to the chemicals listed on the pipeline product lines shown in the plans. The pipeline products encountered at proposed water line crossings include, but are not limited to:

- MTBE (Methyl Tertiary Butyl Ether)
- TBA (tertiary butyl arsine)
- Nitrogen
- Benzene
- Petroleum
- Natural Gas
- Ethane

Provide pipe manufactured with an epoxy vinyl ester resin with the physical and chemical properties of HETRON 970-35 by Ashland, or approved equal.

Provide fiberglass casing sections in nominal lengths of 20 ft. Provide a stiffness class of fiberglass pipe that satisfies design requirements, but not less than 46 psi, when used in direct bury operation. For tunneled and augered sections, use pipe and pipe joints designed to carry loads including but not limited to: Overburden and lateral earth pressures, subsurface soil, grouting, other conditions of service, thrust of jacks, and stress anticipated during handling and installation. Do not create grout holes with pipe.

Submit shop drawings signed and sealed by a Professional Engineer licensed in State of Texas showing following:

- Manufacturer's pipe design calculations including thrust restraint design.
- Details of pictorial nature of critical features and specials indicating alignment and grade, laying dimensions, fabrication, fitting, flange, and fully dimensioned details, with plan view detailing pipe invert elevations, bends, and other critical features. Indicate station numbers for fittings corresponding to the e plans. Do not start production of pipe and fittings before review and approval by Engineer. Provide final approved lay schedule on CD-ROM in Adobe Portable Document Format (*.PDF).
- Certification from manufacturer that design was performed for the project in accordance with the requirements of this section. This Certification is to be signed and sealed by Professional Engineer licensed in the State of Texas.
- Gasket and resin selection for approval.

- 2.6. **Joint Bonding and Electrical Insulation.** For electrical bond wires, use a minimum No. 2 AWG, 7 strand, and copper cable, furnished with high molecular weight polyethylene insulation (HMWPE). Remove 1 in. of HMWPE insulation from each end of the bond wire. Provide 2 bond wires as shown on the plans.

Provide a flange adaptor with an insulating kit, as required, when connecting new piping to existing piping and piping of different materials. Provide electrical flange insulation through the installation of the following materials:

- 2.6.1. **Insulating Gasket.**

- 2.6.1.1. **Piping Sized 30 Inches in Diameter and Greater.** Provide Pyrox G-10 with nitrile seal, Type E LineBacker gasket as manufactured by Pipeline Seal and Insulator, Inc. or approved equal.

- 2.6.1.2. **Piping Sized Between 12 Inches and 24 Inches in Diameter.** Provide Phenolic PSI with nitrile seal, Type E LineBacker gasket as manufactured by Pipeline Seal and Insulator, Inc., or approved equal.

The Contractor may provide a plain-faced phenolic gasket, as manufactured by Pipeline Seal and Insulator, Inc., or approved equal. Place the phenolic gasket between two full-faced gaskets. Provide cloth-inserted rubber gasket material, 1/8 in. thick in accordance with AWWA C207. Use gaskets that are factory cut to proper dimensions.

2.6.2. **Sleeves and Washers.**

2.6.2.1. **Piping Sized 30 Inches in Diameter and Greater.** Provide full length Mylar sleeves with Pyrox G-10 washers, double washer sets as manufactured by Pipeline Seal and Insulator Inc., or equal.

2.6.2.2. **Piping Sized Between 12 Inches and 24 Inches in Diameter.** Provide full length Mylar sleeves with phenolic washers, double washer sets as manufactured by Pipeline Seal and Insulator, Inc. or approved equal.

2.7. **Copper Tubing for Copper Service Lines and Small Mains.** For 3/4 in., 1 in., 1-1/2 in., and 2 in. diameter copper tubing for underground service, use Type "K" soft annealed and seamless with the proper bending temper and conforming to ASTM Designation B88 and Federal Specification WW-T-799 with the following exceptions:

Section 14 of ASTM Designation B88 is hereby modified to provide for the following number of samples for each size of tubing:

- For each 7,500 ft. of tubing 1 sample
- Items of less than 7,500 ft. of tubing 1 sample

Furnish 3/4 in. and 1 in. tubes in 60 ft. coils. Furnish 1-1/2 in. and 2 in. tubes in coils of minimum 40 ft. length. Use minimum joint spacing in multiples of 60 ft. or 40 ft. respectively

Provide flared or compression-type brass fittings for use with Type K annealed copper tubing in accordance with AWWA C800.

2.8. **Brass Fittings for Underground Services Lines and Small Mains (Less Than 24 inch Diameter).**

2.8.1. **General.** Unless otherwise provided in this specification, use brass fittings in underground installations of service lines and small mains in the water distribution system.

Use brass fittings composed of Copper Alloy No. C 83600 conforming to the requirements of ASTM Designation B62. Ensure the general pattern for each fitting conforms to that of standard brass fittings as manufactured by Mueller Company, Hays Manufacturing Company, or an approved equal.

Compression fittings may be used for unions except where they occur under existing or future paving. Use compression tube fittings with Buna-N beveled gaskets.

Ensure each fitting has the manufacturer's name or trademark and size plainly stamped into or cast on the body. Provide straight pipe adjacent to fittings for at least 10 in.

Provide waterways no smaller in diameter than the nominal size of the stop and accurately finish to a watertight joint; face all nuts and washers to a true fit; and design them such that the joint remains watertight and reasonably easy to operate after repeated use over a number of years. Use external threads conforming to AWWA Standard C800 and, on corporation stops, protect them in shipment by using plastic coatings or an alternate approved method.

2.8.2. **Corporation Stops.** Provide inlet ends of one of the following types: Standard corporation stop threads as specified in Table 1, AWWA C800; iron pipe thread (permissible for use with service saddles only); or Hays 4200- 4202 or approved equal.

Use one of the following types of valve body: Tapered plug type; O-ring seat ball type; or the rubber seat ball type.

Provide outlet ends with a flared-copper connection for use with Type-K soft copper or compression type fitting.

For PVC pipe, provide all brass corporation stops specifically designed for use with PVC pipe.

2.8.3. **Curb Stops.** Provide inlet ends with flared copper connections or compression type fittings.

Use a valve body with a straight through or angled meter stop design equipped with padlock wings and of the O-ring seal straight plug type or the rubber seat ball type.

Provide the outlet with female iron pipe threads or swivel nut meter spud threads, 3/4 in. and 1 in. stops, and with 2-hole flanges for 1-1/2 in. and 2 in. sizes.

2.8.4. **Service Saddles.** Provide service saddle with dual straps and one of the following types: Brass body and straps; ductile-iron body and straps, vinyl coated; ductile-iron body, vinyl coated with stainless steel straps.

Taps for PVC Water Mains: Use dual strap or single, wide band strap saddles which provide full support around the circumference of the pipe and a bearing area with enough width along the axis of the pipe, 2 in. minimum, to ensure that the pipe will not be distorted when the saddle is tightened. Use Romac Series 101N wide band, stainless-steel tapping saddle with AWWA standard thread (Mueller thread), or approved equal.

2.8.5. **Angle Stops.** Provide angle stops in accordance with AWWA C800; ground-key stop type with bronze locking head stop cap; inlet and outlet threads conforming to the application tables of AWWA C800; and inlet side with a flared connection or Mueller 110 compression type, or an approved equal.

2.8.5.1. **Outlet for 3/4 Inch and 1 Inch Size.** Provide meter swivel nut with saddle support.

2.8.5.2. **Outlet for 1-1/2 Inch through 2 Inch Size.** Provide O-ring sealed meter flange, iron pipe threads.

2.8.6. **Fittings.** Provide fittings in accordance with AWWA C800 and as described below:

2.8.6.1. **Castings.** Smooth, free from burrs, scales, blister, sand holes, and defects which would make them unfit for their intended use.

2.8.6.2. **Nuts.** Smooth cast and with symmetrical hexagonal wrench flats.

2.8.6.3. **Flare-joint Fittings.** Smooth cast. Machine seating surfaces for metal-to-metal seal, to proper taper or curve, free from any pits or protrusions.

2.8.6.4. **Thread Fittings.** Use N.P.T. threads and protect male threaded ends in shipment by using plastic coatings or other equally satisfactory means.

2.8.6.5. **Compression Tube Fittings.** Provide with a Buna-N beveled gasket.

Brass fittings will require the following testing:

- Submerge in water for 10 sec. at 85 psi with stops in both closed and open positions.
- Reject any fittings that show air leakage. The Department may confirm tests locally. An entire lot from which samples were taken will be rejected when random sampling discloses unsatisfactory fittings.

2.9. **Gate Valves, Tapping Valves, and Tapping Sleeves.**

2.9.1. **Gate Valves.** Use gate valves conforming to AWWA Standard C500, C509, C515, and the following supplemental specifications:

Provide direct-bury valves and valves in subsurface vaults that open clockwise. Provide above-ground valves that open counter-clockwise.

If the type of valve is not indicated on the plans, use gate valves as line valves for sizes less than 20 in. If the type of valve is specified, no substitute will be allowed.

Use a valve body of straight-through or angled, meter-stop design equipped with the following:

- O-Ring Seal – straight plug type.
- Rubber Seat – ball type

Provide the outlet end with female, iron-pipe threads or swivel-nut, meter-spud threads on 3/4 in. and 1 in. stops; and with a 2-hole flange on 1-1/2 in. and 2 in. sizes.

Where installing at depths greater than 4 ft., provide gate valves with a non-rising, extension stem with a coupling able to attach securely to the operating nut of the valve. Terminate the upper end of the extension stem in a square wrench nut no deeper than 4 ft. from the finished grade. Support the extension stem with an arm attached to the wall of the manhole or structure that loosely holds the extension stem and allows rotation in the axial direction only.

Provide gate valves in factory mutual type meter installations conforming to the provisions of this specification with outside screw and yoke valves, and carrying the label of Underwriter's Laboratories, Inc.

Provide coatings in accordance with AWWA C550; Indurall 3300 or approved equal, that are non-toxic; do not impart taste to water; function as a physical, chemical, and electrical barrier between base the metal and surroundings; and are a minimum 12 mil thick fusion-bonded epoxy. Before assembling the valve, apply the protective coating to the interior and exterior surfaces of the body.

Provide flange joints when the valve is connected to steel pipe.

Mount valves horizontally if the proper ground clearance cannot be achieved by a normal vertical installation. For horizontally mounted gate valves, provide bevel operation gear that is mounted vertically, for above ground operation.

- 2.9.1.1. **Gate Valves 1-1/2 Inches in Diameter and Smaller.** Use an operating pressure of 125 psi; bronze mounting; rising-stem; single-wedge; disc type; screwed ends; Crane No. 428, or approved equal.
- 2.9.1.2. **Gate Valves 2 Inches in Diameter.** Use an iron body; double gate; non-rising stem; 150 lb. test; 2 in. square nut operating clockwise to open.
- 2.9.1.3. **Gate Valves 4 Inches to 12 Inches in Diameter.** Non-directional; standard-wall resilient-seated in accordance with AWWA C509, parallel seat double disc in accordance with AWWA C500, or reduced-wall resilient-seated gate valves AWWA C515; operating pressure of 200 psi; pressure rating bronze mounting; push-on bell ends with rubber joint rings and nut-operated unless otherwise specified; resilient-seated provided by American Darling AFC-500, US Pipe Metro Seal 200, or approved equal; Reduced-wall resilient seated valves by American Flow Control Series 2500, or approved equal; double disc provided by American Darling 52, Clow F-6102, or approved equal; and comply with following unless otherwise shown on the plans:
- 2.9.1.3.1. **Design.** Fully encapsulated rubber wedge or rubber seat ring mechanically attached with minimum 304 stainless steel fasteners or screws; threaded connection isolated from water by compressed rubber around opening.
- 2.9.1.3.2. **Body.** Cast or ductile iron; flange bonnet and stuffing box together with ASTM A307 Grade B bolts. Cast the manufacturer's initials, pressure rating, and year manufactured into the valve body.

- 2.9.1.3.3. **Bronze.** Ensure that the valve components in the waterway contain at most 15% zinc and at most 2% aluminum.
- 2.9.1.3.4. **Stems.** ASTM B763 bronze, alloy number 995 minimum yield strength of 40,000 psi; minimum elongation in 2 in. of 12%; non-rising.
- 2.9.1.3.5. **O-rings.** For AWWA C509, Sections 2.2.6 and 4.8.2. For AWWA C500, Section 3.12.2. For AWWA C515, Section 4.2.2.5.
- 2.9.1.3.6. **Stem Seals.** Consist of 3 O-rings, 2 above and 1 below the thrust collar, with an anti-friction washer located above the thrust collar.
- 2.9.1.3.7. **Stem Nut.** Independent or integrally cast of ASTM B62 bronze.
- 2.9.1.3.8. **Resilient Wedge.** Molded; synthetic rubber; vulcanized and bonded to cast-iron or ductile-iron wedge tested to meet or exceed ASTM D429 Method B; or attached with 304 stainless steel screws; seat against epoxy-coated surface in the valve body.
- 2.9.1.3.9. **Bolts.** Furnish in accordance with AWWA C509 Section 2.2.5, AWWA C500 Section 3.4, or AWWA C515 Section 4.4.4 stainless steel; cadmium-plated, or zinc-coated.
- 2.9.1.4. **Gate Valves 14 Inches and Larger in Diameter.** AWWA C500; parallel seat double disc, or AWWA C515; reduced-wall, resilient-seated gate valves; flanged ends and nut-operated unless otherwise specified. Provide reduced-wall resilient-seated valves with 250 psig pressure rating and manufactured by American Flow Control Series 2500, or approved equal. Provide double disc valves with 150 psig pressure rating and manufactured by American Darling 52, Clow F-6102, or approved equal. Comply with following requirements unless otherwise shown on the plans.
- 2.9.1.4.1. **Body.** Cast iron or ductile iron; flange together bonnet and stuffing box with ASTM A 307 Grade B bolts. Cast the following into the valve body: manufacturer's initials, pressure rating, and year manufactured. When mounting horizontally, equip valves greater in diameter than 12 in. with rollers, tracks, and scrapers.
- 2.9.1.4.2. **O-rings.** For AWWA C500, Section 3.12.2. For AWWA C515, Section 4.2.2.5.
- 2.9.1.4.3. **Stems.** ASTM B 763 bronze, alloy number 995 minimum yield strength of 40,000 psi; minimum elongation in 2 in. of 12%, non-rising.
- 2.9.1.4.4. **Stem Nuts.** Machined from ASTM B 62 bronze rod with integral forged thrust collar machined to size; non-rising.
- 2.9.1.4.5. **Stem Seals.** Consist of 3 O-rings, 2 above and 1 below the thrust collar, with an anti-friction washer located above the thrust collar for operating torque.
- 2.9.1.4.6. **Bolts.** AWWA C500 Section 3.4 or AWWA C515 Section 4.4.4; stainless steel: cadmium-plated, or zinc-coated.
- 2.9.1.4.7. **Discs.** Cast iron with bronze disc rings securely pinned into machined dovetailed grooves.
- 2.9.1.4.8. **Wedging Device.** Solid bronze or cast-iron, bronze-mounted wedges. Thin plates or shapes integrally cast into cast-iron surfaces are acceptable. Provide other moving surfaces integral to wedging action that are bronze monel or nickel alloy-to-iron.
- 2.9.1.4.9. **Gear Cases.** Cast iron; furnished on 18 in. and larger valves and of extended type with steel side plates; lubricated; gear case enclosed with oil seal or O-rings at shaft openings.

- 2.9.1.4.10. **Bronze Mounting.** Built as integral unit mounted over, or supported on, cast-iron base and of sufficient dimensions to be structurally sound and adequate for imposed forces.
- 2.9.1.4.11. **Stuffing Boxes.** Located on the top of the bonnet and outside the gear case.
Provide a bypass for double-disc gate valves 24 in. and larger.
- 2.9.1.5. **Gate Valves 14 Inches to 36 Inches in Diameter.** Provide AWWA C515, reduce-wall, resilient-seated gate valves with 250 psi pressure rating. Furnish with spur or bevel gearings.
Mount valves horizontally if proper ground clearance cannot be achieved by normal vertical installation. For horizontally mounted gate valves, provide bevel operation gear mounted vertically for above ground operation.
Use valve body, bonnet, wedge, and operator nut constructed of ductile-iron.
Fully encapsulate the exterior of the ductile-iron wedge with rubber. Ensure the wedge is symmetrical and seals equally well with flow in either direction.
Bolts: AWWA C515, Section 4.4.4, stainless steel; cadmium-plated or zinc-coated.
Provide high-strength bronze stem and nut.
O-rings: AWWA C515, Section 4.2.2.5, pressure O-rings as gaskets. Provide stem sealed by 3 O-rings. The top 2 O-rings are to be replaceable with the valve fully open at the full rated working pressure. Provide thrust washers for the thrust collar for easy valve operation.
- 2.9.2. **Tapping Valves.** Provide double disc or resilient wedge type tapping valves meeting the requirements of gate valves, as listed above, except for the type of joints; inlet flanges meeting AWWA C110, Class 125 or meeting AWWA C110, Class 150 or higher and with a minimum eight-hole flange. Provide outlets with standard mechanical or push-on type joints that fit any standard tapping machine.
Provide a valve seat opening such that a full-size shell cutter for the nominal size tap may pass through the valve without any contact with the valve body.
Provide valve boxes conforming to the requirements of Section 2.11., "Valve Boxes."
- 2.9.3. **Tapping Sleeves.** Provide tapping sleeve bodies in accordance with AWWA C110 ductile-iron; or AWWA C111 carbon steel; in 2 sections to be bolted together with high-strength, corrosion-resistant, low-alloy, steel bolts, and with mechanical joint ends.
Provide flanged branch outlets of tapping sleeves; machined recess in accordance AWWA C207 Class D, ANSI 150 lb. drilling. Ensure the gasket is affixed around the recess of the tap opening to preclude rolling or binding during installation.
Provide tapping sleeves with a 3/4 in. NPT test opening for testing before tapping. Provide a 3/4 in. bronze plug for the opening.
- 2.9.3.1. **Steel Sleeves.** Do not use steel sleeves for taps greater than 75% of the pipe diameter.
Use steel sleeves only on pipe diameters 6 in. and larger. No "size-on-size" sleeve will be permitted (i.e., 6 in. x 6 in., etc.). To accomplish size-on-size connections, the next smaller tap may be made and a LEB (large end bell) increaser used. Where fire service from a 6 in. main is approved, only a ductile-iron split sleeve is permitted.

Provide a body of heavy welded steel construction. Groove the top half of the body to permanently retain a neoprene O-ring seal against the outside diameter of the pipe.

Provide fusion-bonded steel sleeves, epoxy-coated to a minimum 12 mil thickness. Ensure the finished epoxy coat is free of laminations and blisters; does not peel; remains pliant and resistant to impact. Ship steel sleeves in wooden crates that protect the epoxy coating during transport and storage.

Use bolts and nuts conforming to AWWA Standard C500, Section 3.5, and coated with a 100% vinyl resin (or made of corrosion resistant material).

Steel Tapping Sleeves: Use Smith Blair No. 622, Rockwell No. 623, JCM No. 412, or approved equal.

2.9.4. **Air Release and Vacuum Relief Valves.**

2.9.4.1. **Combination Air Valves.** Provide where combination air valves are designed to fulfill the functions of air release, permitting the air accumulated in the line at the high point of elevation to escape while the line is under pressure, and vacuum relief. Valve exterior: Paint with shop-applied primer suitable for contact with potable water. Provide Apco Model 145C or 147C, Val-matic Series 200, or approved equal valves as shown on the plans.

2.9.4.2. **Air Release Valves.** Provide with flanged inlet and outlet connections as specified on the plans. For 2 in. and 3 in. single body valves, size the orifice for a 100 psi working pressure. Fabricate the air relief valve of materials as follows: body and cover, ASTM A 48, Class 30 cast-iron; float and leverage mechanism, ASTM A 240 or A 276 stainless steel; orifice and seat, stainless steel against Buna-N or Viton mechanically retained with hex head nut and bolt. Other valve internals: stainless steel or bronze.

2.9.4.3. **Air Release and Vacuum Valves.** Provide single-body standard combination or duplex-body custom combination valves as shown on the plans.

2.9.4.3.1. **2 Inch and 3 Inch Single-body Valves.** Provide inlet and outlet sizes as shown on the plans and an orifice sized for a 100 psi working pressure. Valve materials: Body, cover, and baffle, ASTM A48, Class 35, or ASTM A126, Grade B cast iron; plug or poppet, ASTM A276 stainless steel; float, ASTM A240 stainless steel; seat, Buna-N; other valve internals, stainless steel. Paint valve exterior with an epoxy shop-applied primer. Provide Apco Model 145C or 147C, Val-Matic Series 200, or approved equal.

2.9.4.3.2. **3 Inch and Larger Duplex-body Valves.** As shown on the plans, provide an Apco Series 1700 with a No. 200 air release valve, GA Industries Fig. No. AR/GH-21K/280, or approved equal.

Air and vacuum valve materials: Body and cover, ASTM A48, Class 35, cast iron; float, ASTM A240 stainless steel; seat, Type-304, stainless steel and Buna-N; other valve internals, stainless steel or bronze. Air release valve: Construct as specified in Section 2.9.4.2., "Air Release Valves."

2.9.5. **External Coating Above Ground Valves.** Coat valves with a polyurethane coating conforming to the same requirements under Section 2.2.7.3.2.2, "Polyurethane Coating."

2.10. **Butterfly Valves.** Provide butterfly valves and operators conforming to the requirements of AWWA Standard C504 Class 150B, except as modified or supplemented in this specification. Provide short-body valves with a flanged design for closing against a flow velocity of 16 ft. per sec. at a normal working pressure of 150 psi and with a downstream pressure of 0 psi (Class 150B).

Provide direct-bury valves and valves in subsurface vaults that open clockwise. Provide above-ground and plant valves that open counter-clockwise.

Body: Cast iron, ASTM 126, Class B.

Discs for Butterfly Valves: Either cast-iron or ductile-iron.

Provide valves with Buna-N or neoprene seats mounted either on the disc or in the body. Mechanically secure the seats, not relying solely on adhesive properties of epoxy or similar bonding agents to attach the seats to the body. Mechanically retain the seats on the disc by using stainless steel (18-8) retaining rings held in place by stainless steel (18-8) cap screws that pass through a rubber seat for added retention. When the seat is on the disc, retain the seat in position by using shoulders located on both the disc and the stainless-steel retaining ring. Provide mating surfaces for seats of Type 304 or Type 316 stainless steel, secured to the disc by mechanical means. Sprayed on or plated mating surfaces will not be allowed. Provide a cast-iron disc conforming to ASTM A126, Class B or ductile-iron conforming to AWWA C151. The seat must be replaceable in the field for valves greater than 30 in. in diameter. Valves with segmented retaining rings will not be accepted.

Coat interior wetted ferrous surfaces of the valve, including the disc, with epoxy suitable for potable water conditions. Furnish epoxy, perform surface preparation, and apply epoxy in accordance with AWWA C550 and the coating manufacturer's recommendations. Provide 3 coats of 2-component, high-build epoxy with a minimum dry thickness of 12 mils. Use Indurall 3300, or approved equal, epoxy coating. Holiday test and measure the coatings for thickness.

Use Type 304 or Type 316 stainless steel for the valve shaft and keys, 24 in. in diameter and greater, that require a minimum of 2 in., or taper pins used for attaching the valve shaft to the valve disc. Do not use a torque plug to attach the valve shaft to the valve disc. All portions of shaft bearings: Stainless steel, bronze, nylon, or Teflon (supported by fiberglass mat or backing material with a proven record of preventing Teflon flow under load) in accordance with AWWA C504, stainless steel bearing material. Design the valve shaft to withstand 3 times amount of torque necessary to the open the valve.

Packing: Field-adjustable, split-V type, and replaceable without removing the operator assembly.

Retaining hardware for seats: Type 304 or Type 316 stainless steel. Nuts and screws used with clamps and discs for rubber seats: Securely held with lock tight, or other approved method, from loosening by vibration or cavitation effects.

Seat the valve disc in a position 90° to the pipe axis and ensure it rotates 90° between the fully-opened and tightly-closed position. Install valves with valve shafts horizontal and the convex side of the disc facing the anticipated direction of flow, except where shown otherwise on the plans.

Use push-on or flanged (flanged valves coupled to Bell-Flange adapters may be used) joint types for installation with cast-iron or ductile-iron pipe. Use flanges conforming in dimensions and drilling to ANSI B16.1 for cast-iron body valves, Class 125. Use bolts conforming to AWWA Standard C500, Section 9, in valve installations, including bolts for operators, housing, etc. Use flanged joints for steel or concrete steel cylinder pipes.

Provide properly sized gear type actuators for valves 8 in. and larger. Provide fully enclosed and traveling-nut type, rack and pinion type, or worm-gear type gear actuators. Equip direct-bury valves with a 2 in. square nut operating clockwise to open the valve. Completely enclose the space between the actuator housing and the valve body. Ensure that no moving parts are exposed to the soil or elements. Provide oil-tight and water-tight actuators, factory packed with suitable grease. Use operators conforming to the requirements of AWWA Standard C504 and equipped with adjustable limit stop devices.

Design worm-gear and traveling-nut operators so a torque of 150 ft.-lb. or less will operate the valve at the most adverse condition for which the valve is designed. Ensure the vertical axis of the operating nut does not move as the valve is opened or closed.

If the type of valve is not indicated on the plans, use butterfly valves for line valve sizes 24 in. and larger. For valves 24 in. and larger, provide valves manufactured by Pratt, Dezurik, or approved equal. Provide valves from an approved manufacturer. Provide valves and actuators from the same valve or actuator manufacturer. Ensure the shaft connecting the actuator to the valve body is fully enclosed. Provide a fully enclosed, watertight bonnet and extension

2.11. **Valve Boxes.** Provide Type “A,” cast-iron or ductile-iron slide-type valve boxes as manufactured by Bass and Hays Foundry, Inc. or approved equal. Ensure the chemical composition of Casting “A” conforms to the requirements of AWWA Standard C110. Fabricate the base of each valve box from 6 in. cast-iron or ductile-iron pipe, conforming to the requirements of this specification except that the lining and coating will comply with this section.

Cast a letter “W” into the lid, 1/2 in. in height and raised 3/32 in., for valves serving potable water lines.

Coat boxes, bases, and lids by dipping them in hot bituminous varnish.

2.12. **Fire Hydrants.**

2.12.1. **General.** Provide fire hydrants, including 6 in. gate valve and box, conforming to the requirements of AWWA C502, except as modified or supplemented in this specification, and that are on the Utility Owner’s approved products list.

Provide fire hydrants in conformance with AWWA C 502, Standards for Dry Barrel Fire Hydrants (Latest Edition). Provide hydrants that are approved by the City of Houston. Only hydrants with a current Certification of Responsibility will be allowed. The hydrants shown in Table 4 are currently approved. Alternative hydrants will not be considered.

**Table 4
Approved Hydrants**

Hydrant	City of Houston Engineering Control Drawing
U.S. Pipe and Foundry Con. M-94 Metropolitan 5-1/4 in. A495	DWG 960324 Rev. dated 2/06/02
Mueller Company Super Construction 250 5-1/4 in. A423	DWG FH-70 Rev. B dated 7/02/08
American AVK Company AVK Series 2780 Nostalgic	DWG 2780-Houston-2Rev. AAD3, dated 3/24/04

Ensure they are of dry-barrel, tamper resistant, and collision-safety construction design. Provide hydrants from same manufacturer throughout the project.

Installation of used, salvaged, or reconditioned fire hydrants will not be permitted.

2.12.2. **Hydrant Barrel.** Fabricate the lower hydrant barrel as a ductile-iron single piece, and connect it to the upper hydrant barrel by means of a joint coupling that will provide a 360° rotation of the upper barrel. Clearly mark the finish grade on the barrel. Provide the specified bury length, equal to the distance from the bottom of the inlet to the ground line.

Provide the hydrant barrel with a non-tapped, non-corrodible drain or drip valve, completely made of bronze or bronze-lined. Ensure the drain valve operates, automatically and positively, to drain the barrel when the hydrant valve is in the fully-closed position, and to completely close the drain opening so as to prevent leaking when the hydrant valve is in the open position.

Equip each hydrant barrel with two 2-1/2 in. nominal inside diameter hose nozzles and a single 4 in. nominal inside diameter pumper nozzle conforming with National (American) Standard Fire Hose Coupling Screw Threads, bronze (minimum Grade D) (per NFPA No. 194 and ANSI B26-1925).

Security fasten field-replaceable nozzles into the upper barrel by mechanical means, install by turning counterclockwise, seal with O-rings, and mechanically lock in place with a security device. Provide nozzles with nozzle caps and neoprene gasket seals. Securely attach the caps to the hydrant barrel with chains of not less than 1/8 in. diameter. Situate the pumper nozzle to allow an unobstructed radius of 10 in. from the threaded surface of the nozzle throughout the path of travel of a wrench or other device used to fasten a hose to the nozzle.

Orient the hydrant so that the pumper nozzle faces the curb or street nearest the hydrant.

Design the barrel joint connecting the upper and lower hydrant sections so that the hydrant shut-off valve will remain closed and reasonably tight against leakage in the event of an impact accident resulting in damage to or breaking of the hydrant above or near ground level. Provide the joint with a breakable bolt flange or breakable coupling including an adequate number of bolts, above finish grade.

Fabricate the operating and hold down nuts of stainless steel, cast-iron, or ductile-iron with bronze inserts. Provide a security device with each hydrant employing a bronze operating nut to protect this feature of the hydrant from malicious mischief or unauthorized removal. Ensure that such security devices do not require special tools for normal off/on operation of the hydrant. For the operating nut, use a tapered pentagon 1-1/2 in. point to face at the base, and 1-1/8 in. point to face at the top of the nut, opening left (counterclockwise). Fabricate hold down assemblies of metallic materials suitable for the intended service.

Design the hydrant barrel to permit the use of one or more standard extensions, available from the hydrant manufacturer, in lengths from 6 in. to 60 in. in 6 in. increments.

- 2.12.3. **Shut-off Valve and Inlet Shoe.** Provide hydrants with circular, compression-type shut-off valves which close with the water pressure, with center stem construction and which remain closed and tight against leakage upon impact. Ensure each shut-off valve is circular and not less than 5-1/4 in. in diameter. Seal the bottom end of the stem threads from contact with water by using a cap nut. Provide a bronze valve seat ring, threaded into a bronze drain ring to provide an all-bronze drain way. Ensure the seat ring and main valve assembly is removable from above ground through the upper barrel by using a light-weight seat removal wrench.

Construct the valve seat facing of molded rubber with a Durometer rating of 90 ± 5 , a minimum thickness of 1/2 in., and that is resistant to microbiological attack.

Unless otherwise shown on the plans, provide a hydrant inlet shoe that is an elbow with the AWWA standard bell designed for a nominal 6 in. mechanical joint hub end, or push-on assembly as specified. Provide a hydrant shoe of cast-iron or ductile-iron pipe that is flanged, swivel or slip joint with harnessing lugs for restrained joints. Coat the interior of the shoe with a minimum of 12 mils of fusion bonded epoxy conforming to NSF Standard 61. For underground flanging, incorporate a minimum of six 3/4 in. diameter electro-galvanized or cadmium-coated steel bolts or four 5/8 in. diameter stainless or cadmium-coated steel bolts.

- 2.12.4. **Valve Stem.** Where threads are located in the barrel or waterway, use Everdure operating stems, or other high-quality, non-correctible metal.

Use bronze-to-bronze working parts in the waterway; genuine wrought-iron or steel where threads are not located in the barrel or waterway, bronze bushed at the penetration of the stuffing box; seal the threads against contact with water regardless of the (open or closed) position of the main valve. Provide the valve stem with a breakable stem coupling opposite the barrel breakaway feature. Construct connecting pins and locking devices of bronze or other corrosion-resistant material. Provide the valve stem with a bronze sleeve, O-ring seals, and travel stop. Ensure the operating threads, working parts, and bearing surfaces are fully lubricated during normal operation of the fire hydrant. Ensure the lubricant is contained in a lubricating reservoir that is sealed at the top and bottom. Equip the operating assembly with a thrust bearing or lubricated thrust collar to minimize operating torque. Provide a lubricant meeting the requirements of FDA 21 CFR 178.3570 and manufactured with FDA-approved oxidation inhibitors.

Provide a valve stem that operates counterclockwise (turning to the left) to open.

- 2.12.5. **Gaskets and Seals.** Provide dynamic seals of O-ring type, oil-resistant material, which do not require adjustment for a watertight seal. Provide moving parts in contact with the seal made of bronze or other corrosion-resistant material.

Provide static seals of Buna "N" or other approved synthetic composition.

2.12.6. **Painting.** Shop coat the fire hydrant's exterior with 1 coat of rust prohibitive primer. Ensure the top half of the hydrant from the traffic flange up, receives 1 coat of blue enamel before delivery to the jobsite as outlined by the following:

2.12.6.1. **Exterior Above the Traffic Flange (Including Bolts and Nuts).** Prepare the surface in accordance with SSPC-SP10 (NACE 2), near-white blast-cleaned surface.

Coat with a 3-coat alkyd/silicone/alkyd system with a total dry film thickness (DFT) of 6-9 mils as follows:

- Prime Coat. Oil Modified Alkyd Primer, Acro Products No. 1104, Heavy Duty Tank & Steel Primer, or approved equal, in general accordance with SSPC Paint Specification No. 25. Apply with a total dry film thickness (DFT) of 2-3 mils.
- Intermediate Coat. Heavy Duty Heavy Duty Industrial Alkyd Enamel, Acro Products No. 2214, or approved equal, in general accordance with SSPC Paint Specification No. 104, and Federal Standard TT-E-489. Apply with a total dry film thickness (DFT) of 2-3 mils.
- Finish Coat. Silicone Alkyd Resin Enamel, Acro Products No. 2215, or approved equal, in general accordance with SSPC Paint Specification No. 21. Total dry film thickness (DFT) of 2-3 mils. Except do not finish shop coat the hydrant bonnet, only intermediate coat it. Field applies and color code the finish coating when installed.
- Colors. For primer, use the manufacturer's standard color. For the finish coat of the hydrant body, use blue (Acro 555 crystal blue or equivalent). Finish coat the hose connection caps white, and paint a white band of finish coat 2 in. in width on the hydrant body approximately 6 in. above and parallel to the traffic flange. For intermediate coat, use a contrasting color to the blue finish coat, such as white.

2.12.6.2. **Exterior Below the Traffic Flange.** Prepare the surface in accordance with SSPC-SP10 (NACE 2), near-white blast-cleaned surface.

Coat with a 3-coat system as follows:

- Primer and intermediate coat - coal tar epoxy, Acro Products No. 4467, or approved equal, in general accordance with SSPC Paint Specification No. 16. Apply 2 coats with a dry film thickness (DFT) of 8-10 mils each, for a total dry film thickness (DFT) of 16-20 mils.
- Finish coat - water based vinyl acrylic mastic, Acro Products No. 7782, or approved equal. Apply 1 coat with a dry film thickness (DFT) of 6-8 mils. For the color of the finish coat, use the same as for the finish coat for the exterior above the traffic flange i.e., blue (Acro 555 crystal blue or equivalent).

2.12.6.3. **Interior Surfaces Above and Below the Main Valve.** Provide material used for internal coating of hydrant interior ferrous surfaces below the main valve that is NSF61 listed as suitable for contact with potable water, as required by Chapter 290, "Rules and Regulation for Public Water Systems," Texas Commission on Environmental Quality (TCEQ).

Prepare the surface in accordance with SSPC-SP10 (NACE 2), near-white blast-cleaned surface.

Provide a liquid or powder epoxy system coating in accordance with AWWA Standard C-550. Apply the coating in 2 or 3 coats, according to the manufacturer's recommendations, for a total dry film thickness of 12-18 mils.

2.12.6.4. **General.** Apply coatings in strict conformance with the manufacturer's recommendation. No requirement of this specification cancels or supersedes the written directions and recommendations of the specific coating manufacturer so as to jeopardize the integrity of the applied system.

Ensure the hydrant supplier furnishes an affidavit of compliance that the materials and work furnished comply with the requirements of this specification and referenced applicable standards.

After installing the hydrants and before the main is accepted, paint the bonnet portion of each fire hydrant as shown in Table 5.

Table 5
Fire Hydrant Bonnet Colors

Size of Supply Line (in.)	Color of Bonnet
6	Yellow
8	White
10-20	Green
24 and Larger	Orange

Ensure the color shades and paint quantities are approved and comply with the current specifications.

- 2.12.7. **Performance Standards.** Provide hydrants capable of a free discharge of 1,500 gal. per minute (gpm) or greater, from a single pumper nozzle at a hydrant inlet static pressure not exceeding 20 psig as measured at or corrected to the hydrant inlet at its centerline elevation.

Provide hydrants capable of a discharge of 1,500 gpm or greater from a single pumper nozzle at a maximum permissible head loss of 8.0 psig (when corrected for inlet and outlet velocity head) for an inlet operating pressure not exceeding 37 psig as measured at or corrected to the hydrant inlet at its centerline elevation.

- 2.12.7.1. **Hydraulic Performance Testing.** AWWA C502; ensure the certified pressure loss and quantity of flow test is conducted by a qualified testing laboratory on a production model (5-ft. bury length) of the hydrant (same catalog number) proposed for certification. Submit a certified test report containing following information:

Date of test, within the previous 5 yr., on a fire hydrant with similar hydraulic characteristics.

Name, catalog number, place of manufacture, and date of production of hydrants tested.

Schematic drawing of testing apparatus, containing dimensions of piping elements including:

- Diameter and length of inlet piping.
- Distance from flow measuring points to pressure measurement point.
- Distance from flow and pressure monitoring points to the hydrant inlet.
- Distance from pressure monitoring point to nozzles.
- Diameter and length of discharge tubing.

Elevation of points of measurement, inlet, and outlet.

Reports or certificates documenting the accuracy of the measuring devices used in testing.

Conduct the tests on at least 3 hydrants of the same fabrication design. Inlet water temperature: 70°F ± 5°F.

For traffic impact testing, submit a certified test report outlining the results of the traffic impact test involving standard production models of the fire hydrant with breakable barrels of the same design as that proposed for certification. Install these hydrants per AWWA C600; strike at a point 18 in. ± 2 in. above the designated ground line. Conduct tests using the point of impact on hydrant barrel within 2 in. of a line perpendicular to base and equidistant from the pumper nozzle and one hose nozzle.

Conduct successive tests simulating impacts by standard American-made vehicles with gross weights of 3,500 lb., 5,500 lb., and 10,500 lb.

Document the tests to provide the following minimum information:

- Detailed schematic drawings of the test facility.
- Complete description of the mechanical impact testing equipment used.
- Complete list of the hydrant parts and materials damaged in each impact test.
- Photographs.

- Size and static pressure of the line to which the hydrant is attached.
- Estimated of amount of water discharged, if any, from the hydrant within 30 min. immediately following the collision.

2.12.8. **Hydrant Leads.** Provide hydrant branch leads conforming to the same requirements under Section 2.2.3., "Steel Pipe Fittings;" Section 2.3., "Ductile-Iron Pipe and Fittings;" or Section 2.4., "Polyvinyl Chloride Pipe (PVC) Pipe and Fittings."

2.13. **Polyethylene Film Wrap.**

2.13.1. **General.** Except where noted on the plans, use polyethylene film as a wrap to protect cast-iron pipe, ductile-iron pipe, and fittings. Provide polyethylene film conforming to the requirements outlined in this specification and use only in open-cut construction.

2.13.2. **Film.** Provide polyethylene film in accordance with ASTM 1248 and AWWA C105, Type 1, Class C, Category 5, Grade J-3, 2.5% to 3% carbon black content. Unless otherwise shown on the plans, provide film 8 mils thick with a minimum tensile strength of 1,200 to 2,500 psi, elongation up to 600% and either in tubular or sheet form. Furnish film supplied in tubular form in the minimum widths shown in Table 6.

Table 6
Minimum Width of Film Tube (when laying flat)

Nominal Pipe Size (in.)	Push-on Joint Flat Tube Width (in.)
4	14
6	17
8	21
10	25
12	29
14	33
16	37
18	41
20	45
24	53

For film in sheet form, furnish in widths equal to twice that shown for tube widths.

2.13.3. **Polyethylene Tape.** For taping film edges and overlays, use 3 in. wide plastic-backed adhesive tape. Use Polyken No. 900, Scotch Wrap No. 50, or approved equal.

2.14. **Bedding Material.** Unless otherwise shown on the plans, provide one of the following types of bedding for water mains:

2.14.1. **Bank Run Sand.** Furnish bank run sand bedding as called for in these specifications and consisting of soil classified as SP, SW, or SM by the Unified Soil Classification System (USCS). Provide sand with a plasticity index, when tested, of less than 7% and a liquid limit of 25 or less. Ensure the bank run sand gradation has a maximum of 15% passing the No. 200 sieve when tested, and is free of roots, organic material, trash, clay lumps, or other deleterious or objectionable material.

2.14.2. **Concrete Sand.** Furnish concrete sand bedding conforming to the specifications for Fine Aggregates specified in ASTM Standard C-33. Provide Fine Aggregates consisting of natural sand, manufactured sand, or a combination of the two, within the gradation limits shown in Table 7.

Table 7
Fine Aggregate Gradation

Sieve Size	Percent Passing
3/8 in.	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

Ensure the aggregates do not contain any roots, organic material, trash, clay lumps, or other deleterious or other objectionable materials, in excess of the limits prescribed in the C-33 Standard.

- 2.14.3. **Pea Gravel.** Furnish pea gravel bedding conforming to the specifications for Coarse Aggregates specified for No. 8 size in ASTM Standard C-33. Provide Coarse Aggregates consisting of gravel composed of small, smooth, rounded, stones or pebbles, within the gradation limits shown in Table 8.

Table 8
Coarse Aggregate Gradation

Sieve Size	Percent Passing
1/2 in.	100
3/8 in.	85-100
No. 4	10-30
No. 8	0-10
No. 16	0-5

Ensure the aggregates do not contain any roots, organic material, trash, clay lumps or other deleterious or other objectionable materials, in excess of the limits prescribed in the C-33 Standard.

- 2.14.4. **Gem Sand.** Furnish gem sand generally conforming to specifications for Coarse Aggregates specified for No. 8 size in ASTM Standard C-33. Specifically, provide aggregates within the gradation limits shown in Table 9.

Table 9
Gem Sand Gradation

Sieve Size	Percent Passing
3/8 in.	95-100
1/4 in.	60-80
No. 4	15-40
No. 10	0-5

Ensure the aggregates do not contain any roots, organic material, trash, clay lumps, or other deleterious or other objectionable materials, in excess of the limits prescribed in the C-33 Standard.

- 2.15. **Backfill Material.** For sand backfill encasement of water mains, use one of the following materials, unless otherwise shown on the plans:
- 2.15.1. **Cement Stabilized Sand.** Furnish cement stabilized backfill containing a minimum of 5% cement per cu. yd. of material placed, based on the dry weight of the aggregate in accordance with Tex-120-E. Provide materials consisting of aggregate, cement, and water. Use cement and water conforming to the material requirements of Item 421. Provide sand aggregate, free from deleterious matter, with a plasticity index not greater than 6 when tested by Tex-106-E.
- 2.15.2. **Earth or Native Soil.** Furnish earth or native soil backfill consisting of soil containing no deleterious material such as trash, wood fragments, organic, or other objectionable material. Supply the material from either the material removed from the excavation or from offsite sources.

The material may consist of soil classified by the Unified Soil Classification System (USCS) as ML, CH, CL, CL-ML, SC, SP, SM, SW, or GC. Use earth backfill that meets the compaction requirements specified in this specification and does not cause any settlement.

- 2.15.3. **Bank Run Sand.** Furnish bank run sand backfill as called for in these specifications and conforming to the same requirements as those under Section 2.14.1., "Bank Run Sand."
- 2.16. **Concrete.** Use Class "A" concrete in conformance to the requirements of Item 421, unless otherwise shown on the plans. Leave the forms in place unless directed to remove certain sections of the forms.
- 2.17. **Water Meters, Meter Vaults, and Meter Boxes.**
- 2.17.1. **Water Meters.** Provide meters of the type and size indicated on the plans.
- 2.17.1.1. **Provide Bolted Split Casings.** Main casings of meters and external fasteners: Copper alloy with minimum 75% copper for 5/8 in. to 2 in., bronze or cast-iron, hot-dipped galvanized or epoxy coating for coating for 3 in. and larger.
- 2.17.1.2. **Straightening Vanes.** Use non-corrosive material compatible with the case material.
- 2.17.1.3. **Intermediate Gear Train.** Do not allow the intermediate gear train to come in contact with water; operate in suitable lubricant.
- Register: Automatic Meter Reading (AMR) type that provides pulse, contact closure, piezo switch, or encoder-generated output signal, compatible with Utility Owner's radio and telephone AMR systems. Provide a minimum 12 ft. of wire when permanently connected to the register. Lens: impact resistant. Register box: tamper resistant by means of a tamper screw or plug: Register: permanently sealed, straight-reading, center-sweep test hand, magnetic driven, reading in U.S. gal. Digits: 6, black in color with the lowest registering three digits (below 1,000 gal. registration) in contrasting digit and background colors. Register capacity of meters: 9.99 million gal. for 5/8 in. to 2 in. and 999.999 million gal. for 3 in. and larger.
- Connections: 5/8 in. to 1 in.: threads at each end; 1-1/2 in. to 2 in.: two-bolt oval flanges each end; 3 in. and larger: flange at each end.
- Stamp the manufacturer's meter serial number on the outer case. Stamp the manufacturer's meter serial number on the outside of the register lid, when provided. Ensure the manufacturer's serial numbers are individual and not duplicated.
- Meters: Equip with AMR type register to connect to the Utility Owner's AMR system. Compound Meter manufactured by: Badger, Hersey Products, Neptune, Sensus, or approved equal. Turbine Meters: manufactured by Badger, Hersey Products, Neptune, Sensus, or approved equal.
- Fire Service Meters: manufactured by Hersey Products, Neptune, Sensus, or approved equal. Displacement Meters: manufactured by Badger, Neptune, Hershey, Kent, Sensus, or approved equal.
- 2.17.1.4. **Manufacturing Quality Control.** Permit successful interchangeability from one meter to another of same size; registers, measuring chambers and units, discs or pistons as units, change gears, bolts, nuts, and washers, without affecting the accuracy of the new meters.
- 2.17.1.5. **Commercial Meter Valves for Meter Installations.** Provide commercial meter valves identical to line valves except provide them with Class 125 flanges and equip them with hand wheels operating counterclockwise to open.
- For pipe and fittings inside the meter box or meter vault, use ductile-iron conforming to Section 2.3., "Ductile-Iron Pipe and Fittings," and as specified on the plans.
- 2.17.2. **Meter Vaults.**
- 2.17.2.1. **General.** Furnish meter vaults in either of the following designs: precast concrete vault, cast-in-place concrete vault, or solid masonry, unless a specific type of construction is required on plans. Ensure

dimensions and reinforcement complies with the Utility Owner's standard meter vault drawings for the type and size shown on the plans. Use Class "S" concrete conforming to the requirements of Item 421.

- 2.17.2.2. **Precast Concrete Vaults.** Construct precast concrete vaults as shown on the plans. Use reinforcing steel conforming to the requirements of Item 440.

Install precast vaults in conformance with the manufacturer recommendations. Set level and on a minimum 3 in. thick bed of sand conforming to the requirements of Section 2.15, "Backfill Material." Seal lifting holes with cement mortar or non-shrink grout.

- 2.17.2.3. **Meter Vault Floor Slab.** Slope the floor 1/4 in. per foot toward the sump. Make the sump 12 in. in diameter, or 12 in. square, and 4 in. deep, unless other dimensions are shown on the plans. Install dowels at a maximum of 18 in., center-to-center, or install a mortar trench for keying the walls to the floor slab.

- 2.17.2.4. **Cast-in-Place Concrete Vaults.** Construct cast-in-place concrete vaults as shown on the plans. Use reinforcing steel conforming to the requirements of Item 440. Key the walls to the floor slab.

- 2.17.2.5. **Frame and Cover.** Use A-36 welded steel, or approved equal. Fabricate the cover plate with a 1/4 in. skid-resistant raised pattern floor plate. Fabricate the meter access door from the same material as the cover plate. Perform welding in accordance with the provisions of Item 441. Nondestructive testing will not be required.

Furnish castings for frames, grates, rings, and covers conforming to ASTM A48 Class 30. Provide locking covers if indicated on the plans. Use castings capable of withstanding the application of an AASHTO HS-20 loading, unless otherwise specified.

Provide covers and frames conforming to the shape dimensions, and with the wording or logos shown on the plans. The standard diameter dimension for manhole covers is 32 in. Furnish frames, grates, rings, and covers conforming to Item 471, except as noted above and except for measurement and payment.

- 2.17.3. **Meter Boxes.**

- 2.17.3.1. **General.** Furnish meter boxes for 5/8 in. through 1 in. meters of the following materials:

- Non-traffic bearing locations: cast-iron, concrete, or plastic as specified on the plans.
- Traffic bearing locations: cast iron.

Meter boxes for 1-1/2 in. and 2 in. meters: cast-iron. Provide meter box lids with a key-operated, spring type, locking device and a reading lid. Ensure the lids contain enough metals so that the meter box is easily located with metal a detector. If words are specified on the plans, cast them into lid with letters of 1/2 in. height and raised by 3/32 in. Ensure the size reads 5/8 in. to 1 in. or 1-1/2 in. to 2 in.

Furnish meter boxes conforming to the following approximate dimensions:

- Length: At the top, 15-1/2 in.; at the bottom, 20 in.
- Width: At the top, 12-1/2 in.; at the bottom, 14-3/4 in.
- Height: 12 in.

Ensure that meter box extensions 3 in. and 6 in. in height are available from the manufacturer.

- 2.17.3.2. **Cast-Iron Meter Boxes.** Furnish cast-iron boxes that are clean and free from sand blow-holes or other defects, and conforming to the requirements of ASTM A48. Machine the bearing surfaces so that the covers seat evenly in the frames. Provide boxes and lids with a dipped, coal-tar-pitch, varnish finish. Provide lock-type meter boxes when shown on the plans. Ensure the lock mechanisms work with ease.

- 2.17.3.3. **Concrete Meter Boxes.** Furnish concrete meter boxes made of Class "A" concrete conforming to requirements of Item 421. Construct boxes as shown on the plans. Furnish castings that are free from

fractures, large or deep cracks, blisters or surface roughness, or any other defects that may affect serviceability.

- 2.17.3.4. **Plastic Meter Boxes.** Furnish plastic meter boxes made of high-density polyethylene conforming to the ASTM Specifications shown in Table 10.

Table 10
ASTM Test Requirements for Plastic Meter Boxes

ASTM Test	Requirement
D256	Impact Strength = 1.9 ft.-lb./in. (Izod, Notched)
D256	Impact Strength = 6.4 ft.-lb./in. (Izod, Un-Notched)
D638	Tensile Strength (2.0 Min) = 3,400 psi
D648	Deflection Temperature = 170°F
D790	Flexural Modulus = 90,000 psi
D676	Shore D Hardness, 55-65 Impact
	Strength, Falling Dart Method, 100 in.-lb.

Provide meter boxes meeting the following test requirements:

- Static Load: Not less than 2,500 lb. using a 6 in. disc with direct compression exerted at the center of the top of the meter box with a solid plastic lid.
- Deflection: Not less than 1,000 lb. load required to deflect the top edge of the meter box 1/8 in.

Provide a meter box body, without lid, weighing approximately 7 lb.

- 2.18. **Affidavit of Compliance.** Unless otherwise directed, furnish a manufacturer's affidavit of compliance for each of the materials used in this project. Ensure the affidavit certifies that factory inspection and specified tests were performed and that the material furnished complies with the requirements outlined in this specification.

- 2.19. **Pressure Reducing Station.** Unless otherwise shown on the plans, furnish new and unused station piping, valves, and fittings, of the same type as specified on the plans.

Use Class "S" concrete in conformance with Item 421.

Provide reinforcing steel in conformance with Item 440.

Provide a Pressure Reducing Valve (PRV) with a strainer, in the location and arrangement shown on the plans. Provide a valve body made of ductile iron with Class 150 ANSI B16.1 flanges. Provide a valve cover made of ASTM A 48 cast iron. Use Buna-N rubber parts. No leather parts are allowed. Provide a resilient seat with a rectangular cross-section.

Valve internals: Provide a single moving disc and diaphragm assembly. Use a flexible nylon fabric-reinforced elastomer diaphragm integral with assembly. Provide valve internal trim (seat ring, disc guide, and cover bearing) made of stainless steel. Apply a heat fusion bonded epoxy coating to the internal and external surfaces of the valve body including the disc retainer and diaphragm washer. Holiday test the coating applied to the valve body to confirm a minimum even coating of 5-7 mils. Treat the stem with a penetrative salt nitride process. Use a Xylan-coated seat. Leather parts are not allowed. Prepare threaded connections by first using an approved pipe tape.

Furnish control tubing containing shutoff cocks with a "Y" strainer. Equip the valve to allow installing control tubing on either side of the valve. Equip the valve with a valve position indicator.

Ensure the valve and valve box are initially set in the field by an authorized manufacturer's representative. Set the downstream pressure at 60 psi unless otherwise specified. Ensure the PRV includes an adjustable and pressure sustaining pilot system. Use a diaphragm type or piston type valve for the main valve.

Provide Cla-Val Model 90-01BDSYKCKD, Watts ACV Model 115-3M, or approved equal.

Provide a basket strainer upstream of the pressure reducing valve as shown on the plans. Furnish a quick-opening type strainer body, of fabricated steel construction with ANSI Class 150 flanges. Use Type 304 stainless steel for the basket.

Provide a Hayward Model 90, or equal, for PRV's 4 in. to 24 in. When there are space constraints, provide a Hayward Model 510, or equal, for PRV's 14 in. or greater.

- 2.20. **Adjusting Manholes.** Reuse removed manhole and inlet rings, plates, grates, covers, and brick if they are in good condition as determined by the Engineer. Provide additional materials in accordance with Item 465 at no cost to the Department. Single- or multiple-piece prefabricated metal extension rings may be used for the adjustment of manholes as approved. Provide concrete that conforms to the requirements of Item 421.

3. CONSTRUCTION

All construction must conform to the requirements of this Item, the plans and the following Items:

- Item 100, "Preparing Right of Way"
- Item 400, "Excavation and Backfill for Structures"
- Item 402, "Trench Excavation Protection"
- Item 403, "Temporary Special Shoring"
- Item 421, "Hydraulic Cement Concrete"
- Item 465, "Junction Boxes, Manholes, and Inlets"
- Item 476, "Jacking, Boring, or Tunneling Pipe or Box"
- Item 479, "Adjusting Manholes and Inlets"

3.1. Excavation.

- 3.1.1. **Trenches.** Construct water lines and fire hydrant branches (leads) in open cut trenches with vertical sides except in those locations where the pipe is tunneled, cased, or augered. Construct the trenches to the dimensions shown in the excavation and backfill details.

Sheath and brace the trenches to the extent necessary to maintain the sides of the trench in a vertical position throughout the construction period. Protect excavation greater than 5 ft. in depth as specified by Item 402, or Item 403.

Open and excavate the trenches to the finished grade. To allow for possible adjustment of the alignment and grade, locate the water mains to which the mains and fire hydrant branches (leads) under construction are to be connected, well in advance of making connections.

Construct water mains and fire hydrant branches (leads) in dry trenches. If necessary, employ well pointing or additional sheathing to accomplish this objective, at no additional cost to the Department.

For pipes less than 18 in. in diameter, the minimum trench width below the top of the pipe is the outside diameter of the pipe, plus 18 in. For pipes 18 in. and larger, the minimum trench width below the top of pipe is the outside diameter of pipe plus 24 in. Additional width will be required for unstable conditions. The Engineer will determine unstable conditions.

Where it is necessary to excavate trenches adjacent to improved property, take precautions to avoid damaging or impairing that property. Where it is necessary to disturb grass, shrubs, driveways, etc., restore such improvements to their original condition.

Use enough trench width or benches above the embedment zone when installing well point headers or manifolds and pumps, where the trench depth makes it uneconomical or impractical to pump from the surface elevation. Provide enough space between the shoring cross braces to permit equipment operations and handling the forms, pipe, embedment and backfill, and other materials.

Before moving the supports, place and compact the embedment to enough depth to provide protection of the pipe and stability of the trench walls. As the supports are moved, finish placing and compacted the embedment.

Immediately before placing the embedment materials, ensure the bottoms and sidewalls of trenches are free of loose, sloughing, caving, or otherwise unsuitable soil.

Place and compact the embedment materials directly against the undisturbed soils in the trench sidewalls or against sheeting which will remain in place.

Do not place trench shields or shoring within the height of the embedment zone unless using some means to maintain the density of the compacted embedment material. If using moveable supports in embedment zone, lift the supports incrementally to allow placing and compacting of the material against undisturbed soil.

Place haunching material around the pipe and compact it to provide uniform bearing and side support.

Place trench dams in Class I embedments near the midpoint of line segments longer than 100 ft. between manholes.

Where damage to the completed pipe installation work is likely to result from withdrawal of the sheeting, leave the sheeting in place.

3.1.2. **Existing Streets.** Unless otherwise shown on the plans, open cut existing streets.

Where water line construction requires cutting through existing streets outside the limits of new street construction, replace those streets in kind in conformance with the appropriate specifications in the proposal or as directed. When cutting pavement outside the Department's right of way, comply with the Utility Owner Street Cutting Ordinance.

Where, in the opinion of the Engineer, it is necessary to maintain traffic across a trench, construct temporary bridges as necessary to facilitate the movement of traffic.

At locations where the proposed water main parallels the edge of an existing permanent pavement (i.e., concrete pavement, concrete base with asphalt surface, etc.), and is 3 ft. or less from the edge of that pavement, protect the trench with timber sheathing and bracing. Leave the bracing in place at intervals of 5 ft. maximum.

Keep the street surface adjacent to the trench free of surplus spoil. Place construction materials at locations that minimize interference with the traveling public.

Do not close more than 2 street intersections at any one time unless authorized in writing..

3.2. **Jacking, Tunneling, Boring, or Augering.**

3.2.1. **General.** Perform jacking, tunneling, or augering for water mains and fire hydrant branches (leads) at the locations shown on the plans and at other locations specifically designated by the Engineer.

Unless otherwise shown on the plans, use casing pipe conforming to the requirements of Section 2.2.2., "Steel Casing Pipe."

Excavate auger pits to a finished grade at least 6 in. lower than that indicated by the construction stakes or as approved, to ensure that a dry pit bottom is encountered.

Provide a minimum width of jacking, tunneling, or augering pits such that there is at least 6 in. of space between the pipe and the walls of the auger pit. The maximum allowable width of the pit is 5 ft., unless otherwise approved. Ensure the width of the pit at the surface is not less than at the bottom. The maximum

allowable length of the pit is 5 ft. longer than 1 full joint of pipe of the type being used and does not exceed 25 ft., unless approved.

Grout in place tunnels for water lines with 36 in. diameters. When casing size is 48 in. in diameter or greater, or when using a tunnel liner plate, regardless of the water line diameter, grout in place unless otherwise directed. Provide an annular grout consisting of a sand-cement mortar mix with a 28 day compressive strength of at least 1,500 psi, when tested in accordance with ASTM C 942. The maximum allowable density is 130 pcf.

Use admixtures meeting ASTM C 494 and ASTM C 1017 as required, to improve pump ability, control the time of set, hold sand in suspension, and reduce segregation and bleeding. Fill the annular space in 3 lifts to prevent pipe floating. In addition, place appropriate blocking between the carrier pipe and the top of the liner to maintain position. Place a concrete invert to facilitate threading the carrier pipe.

Do not allow inadvertent metallic contact between the casing and the carrier pipe. Place spacers to ensure that the carrier pipe is adequately supported throughout its length, particularly at ends, to offset setting and possible electrical shorting, unless otherwise approved by Engineer. Ensure the end spacer is within 6 in. of the end of the casing pipe, regardless of the size of the casing and carrier pipe or the type of spacer used. Casing spacers are designed to withstand much greater loads than can be safely applied to most coatings. Therefore, the spacing between spacers depends largely on the load bearing capabilities of the pipe coating and the flexibility of the pipe.

Install casing spacers in conformance with the manufacturer's instructions. Use special care to ensure that subcomponents are correctly assembled, evenly tightened, and that no damage occurs while tightening the insulators or inserting the carrier pipe.

Seal the annulus between the carrier pipe and casing with casing end seals at each end of the casing.

Insular Spacing:

- Provide spacing as shown on the plans with a maximum distance between spacers of 10 ft. for pipe sizes for pipe sizes 4 in. to 14 in. and 8 ft. for pipe sizes 16 in. to 30 in.
- For ductile-iron pipe, flanged pipe, or bell-and-spigot pipe, install spacers within 1 ft. on each side of the bell or flange, and one in the center of the joint when 18 ft. to 20 ft. long joints are used.
- If the casing or carrier pipe is angled or bent, reduce the spacing. Provide the casing with a smooth, continuous interior surface.

Perform bedding and backfilling of jacking, tunneling, boring, or augering pits in conformance with the details on the plans and these specifications.

3.2.2. **Jacking Steel Casing.** Perform jacking of steel casing in accordance with the requirements of Item 476.

3.2.3. **Tunneling.** Perform tunneling in accordance with the tunneling requirements of Item 476.

3.2.4. **Boring or Augering.** Perform boring or augering in accordance with the requirements of Item 476.

Do not exceed 100 ft. for the length of the auger hole without a receiving pit.

Do not exceed 75 ft. for the length of the auger hole for PVC pipe 12 in. and less in diameter without a receiving pit.

Do not exceed 40 ft. for the length of the auger hole for PVC pipe 16 in. and greater in diameter without a receiving pit.

At locations where water pipes cross underneath driveways (of 16 ft. or less in width) or sidewalks, install the pipe in tight fitting augered holes.

At locations where the centerline of the proposed water main is 10 ft. or less from the centerline of an 8 in. diameter or larger growing tree, place the pipe in a tight fitting augered hole. Extend the bored hole at least 4 ft. beyond each side of the tree.

Block the void space around the pipe in the augered hole with approximately 12 in. of packed clay or similar approved material, so that the bedding or backfill does not escape into the void around the pipe in the auger hole, when compacted.

Around the pipe, a use the minimum volume of the clay or similar acceptable material as shown in Table 11.

Table 11
Volume of Clay or Acceptable Material for Blocking Voids

Pipe Diameter (in.)	Minimum Quantity (cu. Ft.)
4 through 8	0.5
12 through 16	0.75

3.2.5. **Bedding for Trenches and for Jacking, Tunneling, Boring, or Augering Pits.**

3.2.5.1. **Pipe Bedding for Water Mains Less Than 24 Inches in Diameter.**

3.2.5.1.1. **Open Cut Trench Installation.** Construct trenches with a minimum of 6 in. bedding. Remove the soil in the bottom of the trench, excavate to a minimum depth of 6 in. below the bottom of the pipe, and replace the soil with bedding material. Remove saturated material from the bottom of the pit before placing the bedding. Place the pipe in the bedding such that there is a 6 in. bedding below and up to the spring line of the pipe.

Compact the bedding material to within 95% of the standard density within 5% of the optimum moisture as determined by Tex-113-E. Mechanically compact the bedding material by using vibratory equipment or any other acceptable equipment.

3.2.5.1.2. **Jacking, Tunneling, Boring or Augering Pits.** Construct pits with a minimum of 6 in. bedding. Remove the soil in the pit, excavate to a minimum depth of 6 in. below the bottom of the pipe and replace the soil with bedding material.

If the bottom of the excavation becomes wet due to the presence of groundwater and a dewatering system is not required, and if directed, over excavate an additional 6 in. to a depth of 1 ft. below the bottom of the pipe. Place a non-woven geotextile fabric and then compact 12 in. of bank run sand or concrete sand in a single lift on top of the fabric. Compact the upper 6 in. to 90% of the standard maximum density as determined by Tex-113-E. The Engineer may require the Contractor to remove unstable or unsuitable material, even though the Contractor has not determined the material to be unsuitable.

Mechanically compact the bedding material by using vibratory equipment or any other acceptable equipment. Compact the bedding material to 95% of the standard density within 5% of the optimum moisture, as determined by Tex-113-E.

3.2.5.1.3. **Bedding Materials.** The following describes the acceptable materials for bedding:

- Section 2.14.1., "Bank Run Sand"
- Section 2.14.3., "Pea Gravel"

Bank run sand may be used as bedding material around the pipe only if, as determined by the Engineer, the trench bottom and sides are dry. If sand is used, place the pipe in the bedding so that there is at least 6 in. bedding around and on top of the pipe. Compact the sand as described in Section 3.2.5.1.1., "Open Cut Trench Installation."

3.2.5.2. **Pipe Bedding for Water Mains 24 Inches or Greater in Diameter.**

Open Cut: Provide pipe bedding as described in Section 3.2.5.1., "Pipe Bedding for Water Mains Less Than 24 Inches in Diameter," with the following exceptions: Use bank run sand for the bedding material as described in Section 2.14, "Bedding Material."

Compact cement stabilized sand used as backfill or as pipe bedding as specified on the plans, in 6 in. lifts to 95% of the standard maximum density as determined by Tex-113-E, at the optimum moisture content.

- 3.3. **Handling Pipe and Accessories.** During pipe construction operations, use caution to prevent injury to the pipe, protective linings, and coatings in conformance with the manufacturer's recommendations. Do not place debris, tools, or other materials in the pipe.

Repair any damage to the pipe or the protective lining and coating from any cause during the installation of the pipeline and before final acceptance by the purchaser. Perform this work as directed, in conformance with the applicable standards, and at no cost to the Department.

Unload pipe, fittings, valves, and accessories at the point of delivery and haul them to the project site. Distribute the material opposite or near the place where it will be laid in the trench such that storm water or runoff will not enter or pass through the pipe. Do not drop the materials. Do not allow pipe handled on skid ways to be skidded or rolled against pipe already on the ground.

Load, transport, unload, and otherwise handle pipe and fittings in a manner and by methods which prevent damage of any kind. Handle and transport pipe with equipment designed, constructed, and arranged to prevent damage to the pipe, lining, and coating. Do not allow bare chains, hooks, metal bars, or narrow skids or cradles to come in contact with the coatings. Provide pipe fittings with enough interior strutting or cross-bracing to prevent deflection under their own weight.

Hoist the pipe and fittings from the trench side into the trench by means of a sling of smooth steel cable, canvas, leather, nylon, or similar material. Do not lift pipe by using hooks at each end of the pipe. When stacking pipe, ensure it is packaged on timbers. Place protective pads under the banding straps at the time of packaging.

When using fork trucks to relocate pipe, pad the forks using carpet or some other suitable type of material. When relocating pipe using a crane or backhoe, use nylon straps or smooth steel cable, do not use chains, around the pipe for lift.

- 3.4. **Cutting Pipe.** Cut pipe 12 in. in diameter and smaller in conformance with the manufacturer's recommendations. Cut pipe larger than 12 in. in an approved manner. Perform each cut at right angles to the axis of the pipe and file or grind to remove sharp edges. Use a cutting machine unless otherwise approved by Engineer. Do not damage pipe or linings and coatings, while cutting.

- 3.5. **Defective or Damaged Material.** Inspect pipe and accessories for defects before lowering into the trench. Repair or replace any defective, damaged, or unsound material as directed.

If a damaged piece of pipe, furnished by the Contractor, is placed in the water main, furnish the labor and materials necessary to remove and replace the defective pipe and to restore the street to its original condition at no cost to the Department. If the Contractor damages the pipe after installation, the Engineer may permit the damaged section to be cut from the length, unless it is the opinion of the Engineer that the entire length was damaged. The cost of and replacement of broken pipe is at the expense of the Contractor.

- 3.6. **Cleaning Pipe and Accessories.** Remove lumps, blisters, and excess coating from the bell and spigot ends of steel pipe, ductile-iron pipe, valves, hydrants, and fittings. Wire brush the outside of the spigot and the inside of the bell and wipe clean, dry, and free from oil and grease before laying the pipe.

Remove foreign matter or dirt from the interior of water pipe, accessories, and from the mating surfaces of the joints, before lowering the material into the trench. Keep the pipe and accessories clean during and after laying by approved means.

Use cleaning solutions, detergents, solvents, etc. with caution when cleaning PVC pipe.

Provide cleanup and restoration crews to work closely behind the pipe laying crews, and where necessary, during disinfection, testing, service transfers, abandonment of old mains, backfilling, and surface restoration.

Upon completely installing a section not exceeding 4,000 ft. per crew, immediately prepare to disinfect and pressure test between valves or plugs. No later than 3 days after completing disinfection preparatory work, submit to the Utility Owner an appropriate request for disinfection.

Begin transfer of services no later than 7 calendar days after successfully completing the disinfection and pressure testing.

Immediately after transfer of services, begin abandonment of the old mains, including re-sodding and placing sidewalks and pavements.

Do not begin construction of additional sections if the above conditions are not met.

For large diameter water mains, do not install more than 2,000 ft. of main, until the previous 2,000 ft. is cleaned up and the site is fully restored. Schedule paving crews so that the repaving work will not lag behind the pipe laying work by more than 1,000 ft.

Completely restore the site within 30 days from the date the water main is successfully disinfected and hydrostatically tested, unless extended in writing by the Engineer.

For projects involving multiple locations, limit water main installation to a maximum of 2 project site locations.

Remove construction debris or foreign material and thoroughly clean and flush piping systems as approved. Provide temporary connections, equipment, and labor for cleaning. The Engineer must inspect the water main for cleanliness before filling.

Disinfection of Water Lines: Conform to the requirements of Section 3.17., "Disinfecting Mains and Testing for Leakage."

- 3.7. **Laying Pipe.** For the work of laying the pipe, employ only workers who are skilled and experienced in laying pipe of the type and joint configuration being furnished. Provide watertight pipe and pipe joints. Lay pipe with the bell ends facing in the direction of laying, unless otherwise directed.

Lay pipe to the lines and grades shown on the plans. To ensure proper placement, use adequate surveying methods and equipment, and employ personnel competent in using this equipment. Ensure the pipe does not deviate from the horizontal and vertical alignment indicated on the plans by more than 0.10 ft., without prior approval. Measure and record the "as-built" horizontal alignment and vertical grade at a maximum of every 50 ft. on the on-site recorded plans.

During pipe laying operations, keep pipe trenches free of water which might impair the laying operations. Ensure holes for bells are of ample size to prevent the bells from coming in contact with the subgrade. Carefully grade pipe trenches to provide uniform support along the bottom of the pipe.

Do not lay more than 50 ft. of pipe in the trench ahead of the backfilling operations. If pipe laying operations are interrupted overnight, cover the pipe laid in the trench simultaneously on each side of the pipe or completely backfill, to avoid lateral displacement of the pipe and damage to the joints. If adjustment of the position of a length of pipe is required after it is laid, remove and re-lay it in conformance with these specifications and at no expense to the Department. After pipe laying and joining operations are complete, clean the inside of the pipe and remove debris.

Use care to prevent damage to the coating when placing backfill. Backfill in accordance with Section 3.11, "Backfilling."

Lay pipe in a straight line unless otherwise shown or approved. Long radius curves, either horizontal or vertical, may be laid with standard pipe using deflections at the joints. If curved pipe is shown, needing no special fittings, the curves can be made by deflection of the joints with standard lengths of pipe as approved. If maximum pipe joint deflections are permitted, do not exceed the manufacturer's recommendation for maximum pipe joint deflections. Joint the gasketed pipe in a straight alignment and then deflect it to the curved alignment.

If the vertical deflection exceeds the maximum recommended by the manufacturer, remove the entire portion of the deflected pipe section and install new pipe as directed. Perform this work at no expense to the Department. The Engineer may measure assessment of deflection at any location along the pipe. Arithmetical averages of the vertical deflection or similar average measurement methods will not be deemed as meeting the intent of the standard.

Where field conditions require horizontal deflection curves not shown on the plans, the Engineer will determine the methods to be used.

No additional payment will be made for laying pipe on curves as shown, or for change orders involving standard lengths of pipe deflected at the joints. Adjust the pipe, valves, hydrants, and fittings to be at their proper locations and prepare each joint as specified in Section 3.8., "Joining Pipe and Accessories." As each joint of pipe is laid in the trench, center the spigot end in the bell of the previously laid pipe, then force home the pipe and bring it to the correct line and grade. Ensure each length of pipe rests on the bottom of the trench and is inspected for damage throughout its entire length.

When pipe laying is discontinued for the day or for an indefinite period, tightly place a cap or plug in the end of the last pipe laid to prevent the intrusion of water. When water is excluded from the interior of pipe, place enough backfill on the pipe to prevent floating. Schedule the work to prevent the possibility of floatation. Remove from the trench any pipe that has floated and re-lay as directed.

When assembling PVC pipe on top of the trench, allow it to cool to ground temperature before backfilling, to prevent pull-out due to thermal contraction.

Do not schedule night works or plant shut down to begin within 2 working days before or after Utility Owner-designated holidays.

For tie-ins to existing water mains, provide the necessary material on-hand to facilitate connection before shutting down the existing water main.

Ensure that separation from gravity sanitary sewers and manholes, or from force mains, is a minimum of 9 ft. clearance in all directions or as specified, unless a special design is shown on the plans.

Minimum Clearance of this specification:

- Parallel water line and gravity sanitary sewer force main, or manhole with no leaks:
Minimum 4 ft. horizontal clearance from the outside wall of the water line to the outside wall of the gravity sanitary sewer, force main, or manhole.
- Water line crossing above gravity sanitary sewer or force main with no leaks:
Minimum 2 ft. vertical clearance.
- Water line crossing below a sanitary sewer or force main with no leaks:
Minimum 2 ft. vertical clearance.

3.8. **Joining Pipe and Accessories.**

- 3.8.1. **Ductile-Iron Pipe, Valves, Hydrants, and Fittings.** After thoroughly cleaning the inside of the bell and the outside of the spigot, install members in conformance with the manufacturer's recommendation and AWWA C600, or as modified by these specifications.

Mark pipe and accessories that are not furnished, with a depth mark before assembly to ensure that the spigot end is inserted to the full depth of the joint.

Brace the fittings on small mains with short pieces of 2 in. galvanized pipe as directed.

Brace each plug installed under this contract by a standard pipe clamp, a 3 ft. nipple of the same diameter pipe as the nearby sections of mains, and a block of concrete.

For 4 in. through 12 in. water mains, use pipe clamps that are Underwriters Lab-approved for underground water service piping. For water mains 16 in. and larger, use pipe clamps conforming to details shown on the plans.

For rubber-gasketed joints use lubrication that is water soluble, non-toxic, non-objectionable in taste and odor imparted to the fluid, non-supporting of bacteria growth, and has no deteriorating effect on coatings or rubber gaskets.

- 3.8.2. **Polyvinyl Chloride Pipe and Accessories.** Join plastic pipe in conformance with the instructions furnished by the manufacturer. To prevent weakening the joint, do not handle or install in the trench pipe joined using solvent cementing techniques, until the joints "cure."

For rubber-gasketed joints, use lubrication that is water soluble, non-toxic, non-objectionable in taste and odor imparted to the fluid, non-supporting of bacteria growth, and has no deteriorating effect on PVC or rubber gaskets.

- 3.8.3. **Welded Joints for Steel Pipe.** Ensure the joints receive a full-penetration butt weld type double weld, in accordance with AWWA C206. It is the Contractor's option to use either automatic or hand welders. Before starting the work, provide proof of certification of qualification for welders employed on the project for every type of work procedure and position involved. Ensure qualification is in accordance with AWWA C206. Ensure complete penetration of deposited metal with the base metal. Provide inside fittings and joints that are free from globules of weld metal that would restrict flow or become loose.

Miter end cuts of both ends of butt-welded joints may be used for joint deflections of up to 2.5°.

Set fittings and joints square and true, and preserve the alignment during welding operations. Align the butting ends to minimize the offset between surfaces. For pipe of the same nominal wall thickness, do not exceed 1/16 in. offset. Use line-up clamps for this purpose; however, exercise caution to avoid damaging to the linings and coatings.

Furnish each welder employed with a steel stencil for marking welds, so the work of each welder can be identified. Mark pipe with the assigned stencil adjacent to the weld. If a welder leaves the job, void that stencil and do not duplicate it. Welders making defective welds must discontinue work and leave the project site. Such welders may return to the project site only after recertification.

During welding, protect the lining by draping an 18 in. wide strip of heat-resistant material over the top half of the pipe on each side of the lining holdback to avoid damage to the lining by the hot splatter. Protect the tape coating similarly.

Provide welding rods of a type compatible with the metal being welded, to obtain the strongest bond, E-70XX.

Deposit the metal in successive layers so there will be at least 2 passes or beads for automatic welding and 3 passes or beads for manual welding in the completed weld.

On welds, do not deposit more than 1/4 in. of metal on each pass. Thoroughly clean the weld by wire brushing and hammering on each individual pass including the final one, to remove dirt, slag, or flux.

Do not perform welding under any weather condition that would impair the strength of the weld, such as wet surface, rain or snow, dust or high winds, unless the work is properly protected.

If using tack welds, ensure they are of the same material and made by the same procedure as the completed weld. Otherwise, remove tack welds during the welding operation.

Remove dirt, scale, and other foreign matter from the inside of piping before tying in sections, fittings, or valves.

Provide a minimum overlap of 4 in. of butt strap over the adjacent piece on butt strap closures.

Employ an approved independent certified testing laboratory, to perform weld tests and associated work to accommodate testing on the entire job. Include the cost of such testing in the contract unit bid price for the water main. Furnish copies of test reports to the Engineer for review. Ensure testing is by X-ray methods for butt welds and is performed for every joint weld. If a defective weld is revealed, assume the cost of repairing and retesting the repaired weld. The Engineer has the full and final decision as to the suitability of welds tested. If any interior or exterior coating or lining is damaged during the welding process, repair it and return it to its original state as approved, in conformance with applicable AWWA standards.

Provide cylindrical corrosion barriers (CCBs) for epoxy-lined steel pipe smaller than 24 in. in diameter. Furnish CCBs manufactured by CCB International, Inc., or approved equal. CCBs are not required if the minimum wall thickness is 1/2 in. or greater.

In addition to the welding requirements contained in this specification, conform to the protection fitting manufacturer's installation recommendations.

Provide the services of a technical representative of the manufacturer available on site at beginning of pipe laying operations. Ensure this representative is able to train welders and advise regarding installation and general construction methods. Employ only welders with at least 12 mo. experience installing protection fittings.

3.8.4. **Flanged Joints for Steel Pipe.** Before installing bolts, accurately center the flange joints and align them to prevent mechanical pre-stressing of flanges, pipe, and appurtenances. Align bolt holes to straddle the vertical, horizontal, or north-south, centerline. The maximum inclination of the flange face from the true alignment is 3/64 in. per foot.

Use full-face gaskets for flanged joints. Provide 1/8 in. thick cloth inserted rubber gasket material. Cut the gaskets at the factory to the proper dimensions.

Unless otherwise noted, provide insulation kits at connections to the existing water system or at locations to isolate one type of cathodic system from another type; between water line, access manhole piping, and other major openings in the water line; or as shown on the plans.

For isolating flange joints 30 in. in diameter and greater, and at butterfly valve flanges, provide a Pyrox G-10 with nitrite seal, Type E LineBacker gasket as manufactured by Pipeline Seal and Insulator, Inc., or approved equal, conforming to ANSI A 21.11 mechanical joint gaskets. For isolating flange joints 24 in. in diameter and smaller, provide a Phenolic PSI with nitrite seal, Type E LineBacker gasket as manufactured by Pipeline Seal and Insulator, Inc., or approved equal, conforming to ANSI A 21.11 mechanical joint gaskets.

Use galvanized or black nuts and bolts to match the flange material. Use cadmium-plated steel nuts and bolts underground. Tighten the bolts progressively to prevent unbalanced stress. Consistently maintain approximately same distance between the two flanges at all points around the flanges. Tighten the bolts alternately (180° apart) until they are evenly tight. Draw the bolts right to ensure properly seating the gaskets. Provide Denso, or approved equal, petroleum-based tape wrapping system for nuts and bolts.

Pay particular attention to procedures used in tightening and torqueing flanged joints. Improper methods may result in leakage and require corrective measures. Follow recommended industry standards and guidelines as set forth by the various fabricators and manufacturers.

3.8.5. **Flanged Joints For Use On Ductile-Iron Pipe.** See the requirements of Section 3.8.4., "Flanged Joints for Steel Pipe."

3.9. **Thrust Restraint.** Provide adequate temporary blocking of fittings when making connections to the distribution system and during hydrostatic tests. Provide enough anchorage and blocking to resist stresses and forces encountered while tapping the existing waterline. For new waterlines 16 in. in diameter and larger, provide restraining joints as specified in this section. Provide restrained joint lengths as shown on the plans or as directed. For existing waterlines and waterlines less than 16 in. in diameter, restrain pipe joints with concrete thrust blocks or provide joints as specified in this section.

The length of the restrained joints shown on the plans, assumes that hydrostatic testing will begin upstream and proceed downstream with respect to the normal flow of the water in the pipe. If installation or testing of the pipe differs from this assumption, submit for approval a revised method of restraining the pipe joints upstream and downstream of the device used to test against (i.e., block valve, blind flange, or dished head plug).

3.10. **Electrical Continuity Bonds.**

3.10.1. **General.** Attach the bond wires at the required locations using the Thermite welding process.

3.10.2. **Thermite Welding Methods.** Perform Thermite welding of bond wires to the piping in the following manner:

Ensure the pipe to which the wires will be attached is clean and dry. Use a grinding wheel to remove coating, mill scale, oxide, grease, and dirt from an area approximately 3 in. square. Grind the surface to bright metal.

Remove approximately 1 in. of insulation from each end of the wires to be Thermite welded to the structure, exposing clean, oxide-free copper for welding.

Select the proper size Thermite weld mold as recommended by the manufacturer. Place the wire between the graphite mold and the prepared metal surface. For No. 12 AWG size wires, use a copper sleeve crimped over the wire. Place the metal disk in the bottom of the mold. Place the Thermite weld charge in the mold. Squeeze the bottom of the cartridge to spread ignition powder over the charge.

Close the mold cover and ignite the starting powder with a flint gun. After the exothermic reaction, remove the Thermite weld mold and gently strike the weld with a hammer to remove the weld slag. Pull on the wire to assure a secure connection. If the weld is not secure or the wire breaks, repeat the procedure with a new wire. If the weld is secure, coat bare metal and weld metal with a coal-tar compound. If a polyurethane dielectric coating has been used, use a compatible polyurethane coating.

3.11. **Backfilling.**

3.11.1. **General.** Backfill trenches in accordance with the requirements of Item 400.

Begin backfilling and cleaning up each section of main, i.e., from valve to valve, immediately upon the completing the hydrostatic test, unless otherwise permitted by Engineer, and continue until obtaining a final and complete clean-up of the section. Any portion of the trench that is left open in excess of that required to facilitate hydrostatic testing may be ordered closed by the Engineer.

Use surplus excavated materials in the embankments or dispose of them as directed.

3.11.2. **Backfilling Pipe for Water Mains.**

- 3.11.2.1. **Open Cut.** After the pipe joints are made up and inspected, backfill the trenches with excavated materials or any other backfill material covered by this specification, as approved. Backfill the portion from the spring line of the pipe (or from 6 in. on top of pipe if sand bedding is used) to the top of the trench in maximum lifts of 9 in. loose measurement (provided the trench is not located in sidewalks, roadways, roadway shoulders, driveways, etc. that are being used for automobile or pedestrian traffic). Mechanically compact the backfill material using vibratory equipment, or any other acceptable equipment, so that no settlement occurs. Compact to a density of at least 95% of the maximum dry density, as determined in accordance with Tex-114-E. The Engineer reserves the right to perform compaction tests on an as-needed basis. Compaction by water tamping is prohibited.

Do not allow dirt, clods, or trench sides to fall or rest against the pipe before completing the embedment or backfill.

The allowable materials for backfill are listed in Section 2.15, "Backfill Material."

Continue backfilling and compacting in this manner to the minimum elevation shown in the excavation and backfill diagram.

- 3.11.2.2. **Boring or Augering Pits.** Backfill boring or augering pits with bank run sand up to 1 ft. from the top of the natural ground. For the final 12 in., use backfill consisting of 10 in. of native soil in the bottom and 2 in. of bank run sand just below the grass.

Backfill the portion from the spring line of the pipe to the top of the pit in lifts not exceeding 9 in. (loose measurement). Mechanically compact the backfill by using vibratory equipment, or any other acceptable equipment, so that no settlement occurs. Compact the material to a density of at least 95% of the maximum dry density at optimum moisture content as determined in accordance with Tex-113-E or Tex-114-E. The Utility Owner may perform compaction tests on an as-needed basis. Compaction by water tamping is prohibited.

Do not allow dirt, clods, or auger pit sides to fall or rest against the pipe before completing the embedment or backfill.

The only allowable material for backfill in boring or augering pits is bank run sand, described in Section 2.15, "Backfill Material."

- 3.12. **Valves and Fire Hydrants.** Ensure each valve and fire hydrant is completely closed when placed in the pipe line.

Install valves and hydrants in accordance with AWWA C600, except where modified by this specification. Provide drainage at the base of the hydrant in accordance with AWWA C600.

Set each hydrant at the location and grade indicated by the stakes, and plumb, brace, and install in accordance with AWWA's requirements for fire hydrant installation. If the barrel of a hydrant is to pass through a concrete slab, fit a piece of 1 in. thick pre formed bituminous expansion joint material closely around the section of the barrel passing through the concrete.

Locate the nozzle centerline a minimum of 18 in. above the finish grade.

Place 12 in. x 12 in. yellow indicators (plastic, sheet metal, plywood, or other approved material) on pumper nozzles of new or relocated fire hydrants installed on new mains not in service. Remove indicators after the new main is tested and approved.

- 3.13. **Tapping Sleeves and Valves.**

- 3.13.1. **General.** Install tapping sleeves and valves at the locations and using the sizes shown on the plans. Thoroughly clean the tapping sleeve, tapping valve, and pipe in conformance with the manufacturer's instructions before installing.
- Hydrostatically test the installed tapping sleeve to 150 psig for a minimum of 15 minutes. Inspect the sleeve for leaks, and remedy any leaks before the tapping operation.
- When tapping concrete pressure pipe, size on size, use a shell cutter one standard size smaller than that of the water line being tapped. Do not use Large End Bell (LEB) increases with a next size tap except for existing asbestos-cement pipe.
- 3.13.2. **Installation.** Verify the outside diameter of the pipe to be tapped before ordering the sleeve. Tighten the bolts in the proper sequence to avoid placing undue stress on the pipe. Align the tapping valve properly and attach it to the tapping sleeve. Insert the insulation sleeve into the flange holes of the tapping valve and pipe. Insert the sleeve on pipe side of tapping valve. Do not damage insulation sleeves during the bolt tightening process.
- Make the tap with a sharp shell cutter using the following criteria: For 12 in. and smaller taps use a minimum cutter diameter 1/2 in. less than the nominal tap size. For 16 in. and larger taps, use the manufacturer's recommended cutter diameter.
- Withdraw the coupon and flush the cuttings from the newly-made tap. For 12 in. and smaller taps, wrap the completed tapping sleeve and valve in accordance with this specification.
- For 16 in. and larger taps, apply Denso or approved equal, petroleum-based tape wrapping system around the completed tapping sleeve and valve. Place the concrete thrust block behind the tapping sleeve (not over the tapping sleeve and valve).
- Arrange for the mandatory inspection of the installation before backfilling. Completion of the inspection is not required before backfilling. Backfill in accordance with this specification and as shown on the plans.
- If Asbestos-Cement (AC) Pipe is encountered, follow the Safety Practice outlined in the Asbestos-Cement Pipe Producers Association publication, "Recommended Work Practices for A/C Pipe," and make them "Mandatory Practices" for this project.
- 3.14. **Boxes for Valves.** Cut the cast-iron or ductile-iron pipe to the proper length, then assemble and brace the box as approved. Construct manholes over the operators of butterfly valves for sizes 30 in. and larger.
- Concrete for valve box placement: For locations in new concrete pavement, use the same strength and mix design as that of new pavement. For other locations, use Class "A" Concrete, conforming to the requirements of Item 421.
- Install valve box and riser piping plumbed in a vertical position. Provide 6 in. telescoping freeboard space between the riser pipe top butt end and the interior contact flange of the valve box, for vertical movement damping. Ensure the riser (bell end of pipe) rests on the valve flange, or provide a suitable foot piece to support the riser pipe.
- Set, align, and adjust the valve box so that the lid is level with the final grade.
- Paint the covers of new valve boxes in "Fluorescent Orange" when installed. After completion and approval by the Engineer, repaint the covers in "Black."
- 3.15. **Wet Connections.** Make the wet connections, as directed, in such a manner and at such hours to minimize inconvenience to the public. When the existing mains have been cut or a plug removed for a connection, pursue the work of making the connection without interruption until complete.

If the Contractor proceeds with a wet connection without a complete shut-off, there will be no extra compensation for damages or extra work resulting from the incomplete shut-off.

The Utility Owner will operate gate valves in the existing system and in sections of completed mains that have been placed in service. Notify the Utility Owner at least 48 hr. in advance of making connections.

Wet connections that are 2 in. or smaller are sometimes referred to on the plans as 2 in. standard connections or gooseneck connections.

Items that may be necessary to complete these types of wet connections include corporation cock, saddle, copper tubing, brass fittings, and 2 in. valves. Do not use these connections on or consider them as part of a 2 in. service line.

The Utility Owner will handle, at no cost to the Contractor, operations involving opening and closing valves for wet connections.

- 3.16. **Polyethylene Film Wrap.** Except as noted on the plans, wrap ductile-iron pipe (including fittings and other appurtenances), with a polyethylene film. Also wrap fire hydrant barrels.

Remove lumps of clay, mud, cinders, etc., on the pipe surface before installing the polyethylene encasement. Prevent soil or embedment material from becoming trapped between the pipe and the polyethylene. Fit the polyethylene film to the contour of the pipe to affect a snug, but not tight fit; encase with minimum space between the polyethylene and the pipe. Provide enough slack in contouring to prevent stretching the polyethylene where it bridges irregular surfaces, such as bell-spigot interfaces, bolted joints, or fittings, and to prevent damage to the polyethylene due backfilling operations. Secure overlaps and ends with adhesive tape to hold polyethylene encasement in place until backfilling operations are complete.

For installations below the water table and in areas subject to tidal actions, seal both ends of the polyethylene tube with adhesive tape at the joint overlap.

Repairs: Repair any cuts, tears, punctures, or damage to the polyethylene with adhesive tape or with a short length of polyethylene sheet or cut open tube, wrapped around the pipe to cover the damaged area, and secured in place.

Openings in Encasement: Provide openings for branches, service taps, blow offs, air valves, and similar appurtenances by making an X-shaped cut in the polyethylene and temporarily folding back the film. After the appurtenance is installed, tape the slack securely to the appurtenance and repair the cut, as well as other damaged areas in the polyethylene, with tape. Service taps may also be made directly through the polyethylene. Repair any resulting damaged areas as described above.

Junctions between Wrapped and Unwrapped Pipe: Where polyethylene-wrapped pipe joins an adjacent pipe that is not wrapped, extend polyethylene wrap to cover the adjacent pipe for distance of at least 3 ft. Secure the end with circumferential turns of tape. Wrap service lines of dissimilar metals with polyethylene or suitable dielectric tape for a minimum clear distance of 3 ft. away from cast-iron or ductile-iron pipe..

- 3.16.1. **Tubular Type Wrap.** When the polyethylene film is supplied in tubular form, install it on the pipe before placing the pipe in the trench and in the following manner:

Elevate the spigot end of the pipe, brush mud and debris from the pipe, and slip a length of film (approximately 2 ft. longer than the joint of pipe) over the joint of the pipe. Wrap the film tightly around the spigot end, leaving about 1 ft. extending beyond the end of the pipe, and tape the edge down lightly with polyethylene tape.

When lifting the joint of pipe for placing in the trench, remove any remaining mud, clay, or debris. Insert the spigot end into the bell end of the joint previously placed, push home, and release the pipe into the trench. Pick up the pipe joint at the bell, slide the film to a point back of the bell, and prepare a bell hole.

When laying the next joint, pull the film beyond the bell to overlap the film attached to the spigot of the new pipe joint. Wrap the film by folding it longitudinally and tape it securely in place to prevent damage during backfill. Do not tape the end that is slipped over the last bell but bind it with twine or other approved material.

At each corporation, draw the loose material up around the corporation base and seal it with tape to insulate the 2 dissimilar metals.

Wrap fittings and fire hydrant leads, and tape or bind the wrap with heavy twine. Wrap fittings, such as bends and reducers, similarly to the method outlined above. Wrap specials, such as valves, tees, crosses, etc., by splitting, tucking, and overlapping the polyethylene tube, then closing the field-made splices with the required tape. Material to cover the valves may be acquired from excess overlapping polyethylene tubing on adjacent pipe joints. Draw the polyethylene tubing over the bell of the pipe on either side and insulate with field-made seams as described above. Completely wrap fittings and specials that require concrete blocking, before placing concrete.

- 3.16.2. **Sheet Type Wrap.** Apply sheet type wrap around the pipe either before or after positioning the pipe in the trench. Install "above ground" in a manner similar to that described above for tubular installation. Install "in trench" in a manner similar to that described below:

Cut the polyethylene sheet to a length approximately 2 ft. longer than the pipe section. Center the length to provide a 1 ft. overlap on each adjacent pipe section, bunching it until it clears the pipe ends. Wrap the polyethylene around the pipe so that it circumferentially overlaps the top quadrant of the pipe. Secure the cut edge of the polyethylene sheet at intervals of approximately 3 ft.

Lower the wrapped pipe into the trench and make up the pipe joint with the preceding section of pipe. Make shallow bell holes at joints to facilitate installation of the polyethylene. After completing the joint, make the overlap and secure the ends.

Repair cuts, tears, punctures, or other damage to the polyethylene. Proceed with installing the next section of pipe in the same manner.

- 3.16.3. **Boring or Augering Section Installation.** Use cast-iron or ductile-iron pipe with a polyurethane coating as specified in this Specification.

Provide a final seal against the intrusion of the backfill material by completely encasing the tapping sleeve with sheet vinyl of 8 mil thickness. Apply tape to secure this wrapping, using Polyken No. 900, Scotch Wrap No. 50, or approved equal, manufactured for this purpose.

- 3.17. **Disinfecting Mains and Testing for Leakage.**

- 3.17.1. **Disinfecting Mains.** The Utility Owner will furnish water for disinfecting and flushing without charge to the Contractor.

Furnish the necessary taps, risers, and jumpers of such sizes and materials as are specified by the Engineer, and install the subject material in the locations designated. Normally, each valve section of main will require two 3/4 in. taps; however, on larger mains the Engineer may order that 1-1/2 in. or 2 in. taps and risers be used.

Furnish and install the necessary temporary blind flanges, sleeves, plugs, etc., as required to disinfect and pressure test the new mains.

Use fire hydrants as blow-offs to flush newly constructed waterlines 8 in. diameter and above.

After laying and backfilling the pipe, disinfect the newly laid pipe. Unless otherwise shown on the plans, the Utility Owner will furnish and pay for the labor and materials necessary for the initial application of the disinfecting agent. Slowly fill each valves section of pipe with water and expel the air from the pipe. Furnish

and install taps at the points of highest elevation, if required to accomplish this. After filling the main with water and expelling the air, charge the pipe with the disinfecting agent and allow it to stand for 24 hr. Unless otherwise shown on the plans, the Utility Owner will then flush the main with water. After flushing, draw samples from the main and test for 2 consecutive days at a valid, approved testing facility. After samples are drawn and the test results pass, proceed with the pressure test and any necessary repairs. If the samples do not pass, re-disinfect the pipe until the samples taken are passed by the certified and approved testing facility. Unless otherwise shown on the plans, in the event that more than one disinfection of the main (or portion of the main) is required, the additional disinfection will be charged to the Contractor at rates established by the Utility Owner.

After disinfecting and flushing water lines, bacteriological tests will be performed by the Utility Owner or testing laboratory.

When test results indicate a need for additional disinfection of water lines based on Texas Department of Health requirements, assist Utility Owner with additional disinfection operations.

- 3.17.2. **Testing for Leakage.** Following the first disinfection test, subject the newly laid pipes to a hydrostatic pressure of 125 psi, unless otherwise shown on the plans. Where practicable, test pipe lines in lengths between line valves or plugs, of at most 1,500 ft. unless otherwise approved. Perform the pressure test by means of a pump connected to the pipe in a manner satisfactory to the Engineer. Furnish, install, and operate the necessary connections, pump, meter, and gauges. Before running the pressure test, ensure the meter is tested, sealed, and approved (at the Contractor's expense) by an approved, certified testing facility. Ensure the minimum duration of the test is 8 hr. If a large quantity of water is required to maintain pressure during the test, discontinue testing until the cause of the water loss is identified and corrected.

Observe the following general regulations during each leakage test for cast-iron, ductile-iron, and PVC pipe:

Except for welded steel pipe in which no leakage is permitted, ensure that pipe lines, when subjected to the specified pressure test, do not show leakage in excess of 3.19 gal. per inch of diameter, per mi., in 24 hrs.

Repair portions of the pipe showing visible leaks regardless of the total leakage shown by the pressure test. Remove and replace cracked or defective pipes, fittings, valves, or hydrants discovered by means of this pressure test with sound material. If the main is opened for any reason, re-disinfect it until satisfactory samples are obtained. Also, pressure tests it until the requirements of this specification are met.

Immediately upon completing disinfection and pressure testing, remove all taps, risers, and blow-offs, then backfill the remainder of the trench in accordance with the requirements of this specification.

Perform leakage testing at no additional cost to the Department.

- 3.18. **Using Completed Sections of Mains.** The Utility Owner may use and operate portions of the water mains that are disinfected and pass the leakage test. Unless otherwise shown on the plans, operate the valves in such completed sections only with the express permission of the Utility Owner.

The use of the mains is not construed as acceptance of them and does not relieve the Contractor's responsibility for fulfilling the conditions of the contract, unless the mains are damaged due to negligence on the part of the Utility Owner.

- 3.19. **Lowering Mains.** When lowering a main, perform the initial excavation in such a manner to permit the mains to rest on a number of dirt benches. If soil conditions are unsatisfactory for dirt benches, use wooden blocks to support the mains. Then attach the pipe by using ropes, cable, or chains to overhead supports; remove the dirt benches or wooden blocks, and slowly and evenly lower the pipe into position. After lowering the mains, repair each damaged joint as directed.

- 3.20. **Copper Service Line Construction.** The use of Hays-Seal and Mueller Company catalog numbers to describe various fittings is not intended to be proprietary, but merely to indicate clearly the respective types of fittings to be furnished.

- 3.20.1. **Installing Service Lines.** For curb and gutter streets, lay copper service lines with a minimum 30 in. of cover from top of curb to the top of the service line. For crowned streets with open ditches, lay copper service lines with a minimum 30 in. of cover at the crown and with a minimum 18 in. of cover from the flow line of the ditch to the top of the service line. Ensure service line locations are clear of proposed paving and underground work.

Exercise caution to keep the lines free of dirt and foreign matter at all times. Assemble copper lines in an entirely slack position and free of kinks. Use service lines consisting of one continuous run of copper tubing where possible. Do not use bends greater than that originally found in the coil of tubing as packaged.

For 1-1/2 in. and 2 in. copper tubing shipped in straight lengths, use the following bend criteria:

For 2 in. copper tubing, a maximum of one 45° bend may be accomplished in a 4 ft. section; for 1-1/2 in. copper tubing, a maximum of one 45° bend in a 3 ft. section. No kinks, dents, flats, or crimps will be permitted.

Locate meters, in general, 1 ft. into the street right of way. Where this is not applicable, locate meters approximately 1 ft. from the sidewalk on the curb side. If the present meter location conflicts with proposed driveway turnouts or other proposed street improvements, shift the meter to miss the obstruction and reconnect it to the customer's service line. Reset meters at positions such that the top of the meter is 4 in. to 6 in. below the finished grade.

Where the plans call for salvaging and relocating the meter, meter box, and curb stop, remove these materials with care, thoroughly clean them, and submit them for inspection by the Engineer, before installing them in the new location. If the plans call for relocating the meter (other than at some point along the existing service line), a new service line will be required.

Where it is necessary to cross a paved street, push the service line under the paving through a pre-drilled and prepared opening. Use only full lengths of copper tubing, taking care not to damage the tubing when pulling it through the prepared hole.

A compression type union is only permitted when a full 40 ft. (60 ft. for 3/4 in. to 1 in.) length of tubing cannot completely span underneath the pavement. Do not use compression type unions under the paved street.

- 3.20.2. **Installing Corporation Stops.** Tap the main at a location such that a straight line passing through the meter and the corporation stop will be at 90° to the main. Locate taps in the upper portion of the main within 45° of the pipe spring line. Perform the cutting operation with an approved sharp shell cutter tool.

Install taps for service lines conforming to the requirements of Table 12. Space taps a minimum of 2 ft. apart.

Table 12
Service Tap Requirements for Service Lines

Water Main Type and Diameter	Service Size Diameter			
	3/4 in.	1 in.	1-1/2 in.	2 in.
4 in. Cast-Iron or Ductile-Iron	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
4 in. Asbestos-Cement	WBSS	WBSS	DSS, WBSS	DSS, WBSS
4 in. PVC (AWWA C 900)	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
6 in. and 8 in. Cast-Iron or Ductile-Iron	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
6 in. and 8 in. Asbestos-Cement	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
6 in. and 8 in. Cast-Iron or Ductile-Iron	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
6 in. and 8 in. PVC (AWWA C900)	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
12 in. Cast-Iron or Ductile-Iron	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
12 in. Asbestos-Cement	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
12 in. PVC (AWWA C900)	DSS, WBSS	DSS, WBSS	DSS, WBSS	DSS, WBSS
16 in. and up Cast-Iron or Ductile-Iron	DWBSS	DWBSS	DWBSS	DWBSS
16 in. and up Asbestos-Cement	DWBSS	DWBSS	DWBSS	DWBSS
16 in. and up PVC (AWWA C900)	DWBSS	DWBSS	DWBSS	DWBSS

DSS – Dual Strap Saddles
WBSS – Wide Band Strap Saddles
DWBSS – Dual Wide Band Strap Saddles

- 3.20.3. **Installing Curb Stops.** Set curb stops or angle stops only at the outer end of the service line just ahead of the meter. Secure the opening in the curb stop to prevent unwanted material from entering. Use eighth bend or quarter bend couplings to accomplish close quarter turns in the service line.

In 3/4 in. and 1 in. services, install a meter coupling or swivel nut meter spud curb stop, ahead of the meter. Also install a straight meter coupling on the outlet end of the meter. Install a new curb stop when the service line is extended.

- 3.20.4. **Sequence of Work.** Open the trench for the proposed service line or prepare the jacking and receiving pits.

Install the corporation stop in a workmanlike manner using the proper equipment.

Install the copper service line and connect it to the corporation stop.

Install the curb stop on the meter end of the service line.

With the curb stop open, and before connecting the service line to the meter, open the corporations stop and flush the service line adequately. Close the curb stop, leaving the corporation stop in the full open position.

Check the service line for apparent leaks. Repair leaks before proceeding.

Connect the service line to the meter and, if necessary, adjust the meter location. Use care to ensure that the inlet side of the meter is connected to the water service line. Momentarily open the curb stop to verify proper registration of the meter.

Backfill the excavations, tamping the backfill material in place to the density of the soil in the adjacent trench walls.

If relocating the meter, relocate the meter box so that it is centered over the meter with the top of the lid flush with the finished grade. When the meter must be located in driveways or sidewalks furnish and install an approved traffic type meter box with a cast-iron lid.

- 3.21. **Cutting and Plugging Water Mains.** Where the plans call for abandoning water mains, adhere to the following general procedure:

After constructing, disinfecting, testing, and placing the replacement main in service, and services are transferred to the replacement main, locate the main to be abandoned, trace it back to the feeder main, and

at this point cut and plug it at the tee. Normally, installing a plug, clamp, and a concrete thrust block does this. In cases of 1-1/2 in. or 2 in. corporation cock or tapping sleeve and valve (TS&V) connections, remove the valve and install a cap or plug at the tee. Ensure the line to be abandoned is not valves off at the nearest valve, nor cut and plugged other than at the supply main.

Adequately plug the ends or openings in abandoned mains or cap them in an approved manner and replace excavation, backfill, and any street surfaces, to the Engineer's satisfaction. Perform this work in accordance with Sections 3.1., "Excavation," and 3.11., "Backfilling."

Remove surface identification, i.e., valve boxes and fire hydrants. Where valve boxes are in improved streets (other than shell), pouring valve boxes full of concrete with the cap permanently removed is permitted.

Do not remove plugs during the months of peak water demands, June, July, and August, unless otherwise approved

- 3.22. **Service Lines of Public Utilities.** Where any pipe or conduit of a public utility corporation crosses the water main trench, support such pipe or conduit in a manner satisfactory to the Engineer.

If the Contractor considers it necessary for a utility company to relocate their utility lines or other improvements, notify the Engineer in advance.

If the Engineer considers it imperative to make the change, the Engineer will make the necessary arrangements with the utility company.

- 3.23. **Relocating Meter Vaults.** Salvage existing valves, meters, and strainers from inside the vault and return them to the Utility Owner, or as designated on the plans.

Install pipe, valves, service lines, and other appurtenances in accordance with the sections of this specification or as directed.

In general, install the type of meter vault shown on the plans or as approved.

- 3.23.1. **Precast Concrete Vault.** Construct and furnish the precast concrete vault as shown on the plans.

Set the precast concrete vault level on a minimum 3 in. bed of sand in an excavation and bring it to grade. Then install piping and backfill with sand around the vault.

- 3.23.2. **Cast-in-Place Concrete Vault.** Construct the cast-in-place concrete vault as shown on the plans. Key the walls to the floor slab and form to the dimensions shown on the plans. Provide a minimum wall thickness of 4 in. Cast the walls monolithically. One cold joint is allowed when the vault depth exceeds 12 ft. Set the frame for the cover while the concrete is still green.

- 3.23.3. **Frame and Cover.** Construct the frame and cover as shown on the plans.

In grass areas, set the frame and cover 2 in. to 3 in. above the natural ground or finished grade and parallel to it (the maximum allowable angle from horizontal is 20°). Slope the backfill away from the meter.

In sidewalk areas, set the frame and cover 1/2 in. to 1 in. above the adjacent concrete and parallel to it. Slope the replacement concrete away from the meter to meet the adjacent concrete.

- 3.23.4. **Inspections.** The following inspections will be made jointly by the Engineer and representatives of the Utility Owner:

- Site Location Inspection - to obtain the required approval of proposed meter location before commencing work.
- Final Inspection – conducted after the backfill is in place, the cover is installed, the cleanup is completed, and the surface is restored.

3.24. **Adjusting Existing Surface Structures.**

- 3.24.1. **Valve Boxes.** Salvage and reuse the valve box. Remove and replace the 6 in. ductile-iron riser pipe with a suitable length for the depth of cover required to establish the adjusted elevation to accommodate the actual finished grade.

Reinstall the valve box and riser piping plumbed in a vertical position. Provide a minimum of 6 in. telescoping freeboard space between the riser pipe top butt end and the interior contact flange of the valve box, for vertical movement damping.

After setting, aligning, and adjusting the valve box so that the top lid is level with the final grade, place a 24 in. by 24 in. by 8 in. thick concrete block around the valve box. Center the valve box horizontally within the concrete box.

- 3.24.2. **Meter Boxes.** Salvage and reuse meter boxes when possible. Reinstall them in conformance with the manufacturer's recommendations. Repair any damage sustained by the meter box during relocation or service transfer, at no expense to the Department.

If the existing meter box requires replacement, the Contractor may obtain a new box from the Utility Owner by providing adequate documentation of the existing and proposed locations.

- 3.24.3. **Meter Vaults.** Adjust meter vaults in conformance with the details shown on the plans. Salvage and reuse access covers.

- 3.25. **Relocating Water Meters and Boxes.** Salvage, clean, inspect, and install existing curb stops, meters, unions, and meter boxes at the new locations in conformance with specifications in this section. When the meter and box is relocated, move it the minimum distance to enable access for new connections. Repair any damage sustained by the meter box during relocation or service transfer, at no expense to the Department.

If unable to salvage the existing boxes, the Contractor may obtain new boxes from the Utility Owner by providing proper documentation of the existing and proposed locations of the meter.

When approved, the Contractor may relocate meter boxes located adjacent to existing pavement, if this operation facilitates construction or decreases the costs. Obtain written approval of the Engineer and perform this work, including excavation, piping, meter box relocation, removal and replacement of paving, etc., at no cost to the Department.

- 3.26. **Installing Split Casing.** Notify the Utility Owner at least 48 hr. in advance of any work planned involving existing water lines. Do not, at any one time, expose more than 20 ft. of water lines to be encased.

Place 6 in. x 6 in. x 1-1/4 in. neoprene pads between the split casing sections and the top and bottom of the water lines spacing them at approximately 6 ft. or as directed.

Ensure the completed and shaped trench to receive the casing is of wide enough to provide free working space for satisfactorily installing the casing and backfilling under and around the casing.

Hold the split casing in place for welding by using hinges, coupling bands, or any other acceptable method.

Use a casing diameter not less than the outside dimension of the pipe at its longest dimension plus 4 in.

Perform welds conforming to the requirements of AWWA Standard C 206. Provide welds capable of developing the full strength of the pipe throughout the joint and casing split.

Seal the ends of the encasement pipe with casing and seals in accordance with Section 2.2.1., "Steel Carrier Pipe," to prevent the entrance of the excessive ground water.

3.27. **Modifications for Cathodic Protection.**

3.27.1. **General.** Provide cathodic protection systems as shown on the plans.

References to steel pipe apply to tape-coated welded steel pipe. If damage occurs to the pipe coatings during the welding process, refurbish the affected area to its original condition.

3.27.2. **Bonded Joints.** Where rubber gasket bell and spigots are provided, provide for bonded joints by either welding a strap or clip between the bell and the spigot of each joint, or by providing a Thermiter-welded cable between the bell and the spigot of each joint. Provide pipes, whether installed in a tunnel or open cut, with bonded joints, except where providing insulating flanges. Where welding joints for thrust restraint, no additional bonding is required.

Bonding Strap or Clip: Provide a strap or clip for bonding the bell to the spigot, that is free of foreign material that could increase the contact resistance between the wire and the strap or clip.

Unless otherwise noted, provide insulation kits at connections to the existing water system, at locations to isolate one type of cathodic system from another type, between the water main and extra piping, or as shown on the plans.

3.28. **Removing and Salvaging Fire Hydrants and Water Meters.** Deliver removed and salvaged fire hydrants and water meters to the Utility Owner at the location shown on the plans, or as directed.

3.29. **Installing the Nonmetallic Pipe Detection System.** Install the nonmetallic pipe detection system concurrently with placing the proposed pipe. Install as specified by the manufacturer and as approved.

3.30. **Removing Water Mains and Removing Water Mains with Casing.** Remove water mains and water mains with casing in accordance with Item 100, or as shown on the plans. This includes removing and disposing of pipe and appurtenances as shown on the plans or as directed. Perform related excavation and backfilling, as required, at no additional cost the Department.

3.31. **Adjusting Manholes.** Perform work in accordance with Item 465. Excavate and backfill in accordance with Item 400. Carefully remove and temporarily store as directed, manhole and inlet rings, covers, plates, and grates to be reused. Clean mortar and grease from the contact areas of reused items. Dispose of unused removed material as directed. Use construction methods described in Sections 479.3.1, "Lowering the Top of a Manhole or Inlet," and 479.3.2, "Raising the Top of a Manhole or Inlet," unless otherwise shown on the plans.

3.31.1. **Lowering the Top of a Manhole or Inlet.** Remove a sufficient depth of brick courses or concrete to permit reconstruction on a batter not exceeding 1 in. horizontal to 2 in. vertical. Where brickwork is present, clean the mortar from the top course of brick. Rebuild the manhole or inlet to the original top dimensions or to the dimensions shown in the plans. Install the manhole or inlet ring and the cover, plate, or grate to conform to the proposed new surface contour.

3.31.2. **Raising the Top of a Manhole or Inlet.** Clean the top surface of brick or concrete. Construct to the proper new elevation using new brick, brick salvaged from other manholes or inlets, prefabricated metal extension rings, concrete rings, or Class A concrete. Install the manhole or inlet ring and the cover, plate, or grate to conform to the proposed new surface contour. Install prefabricated extension rings in accordance with manufacturer's instructions.

4. MEASUREMENT

4.1. **Water Main Pipe and Steel Casing.** Measured by the foot, of the various sizes and types specified. Water mains and casing will be measured along the axis of the pipe and no deductions will be made for valves or fittings. Reducers will be classed as pipe of the size of the larger end.

Unless otherwise shown on the plans, Fire Hydrant Branches (Leads) will be measured by the foot, of the various types and installation methods specified, along the axis of each branch (lead) from the hydrant to the end of the branch (lead). No deductions will be made for valves or fittings.

- 4.2. **Split Steel Casing.** Measured by the foot, of the various sizes shown on the plans.
- 4.3. **Fiberglass Reinforced Plastic (FRP) Pipe for Casing.** Measured by the foot, of the various sizes shown on the plans.
- 4.4. **Jacking, Tunneling, Boring, or Augering.** Jacking, Tunneling, Boring, or Augering for water mains and steel casing will be measured by the foot, of the sizes, types, and wall thickness (applicable only for casing) specified.
- Jacking, Tunneling, Boring, or Augering for fire hydrant branches (leads) will be measured by the foot, of the various types specified.
- 4.5. **New Copper Service Lines.** Measured by each service line installed.
- Short Side service line refers to service connections made to meters located on the same side of the street as the supply main is located. Long Side service line refers to service connections made to meters located on the opposite side of the street from the supply main, or from the center of the street, where the supply main is located in the center of the street.
- 4.6. **Gate Valves, Tapping Sleeves and Valves, and Butterfly Valves.** Measured by each assembly installed, of the various sizes specified, except that gate valves 20 in. in diameter and smaller, are subsidiary to the water lines.
- 4.7. **Fire Hydrants.** Measured by each assembly installed, including a 6-in. gate valve and box, regardless of depth. It is the Contractor's responsibility to install the fire hydrant assembly such that it meets the standard installation requirements of this specification and the manufacturer's specifications.
- Fire Hydrant Branches (Leads) will be measured as indicated in Sections 4.1., "Water Main Pipe and Steel Casing" and 4.4., "Jacking, Tunneling, Boring, or Augering."
- 4.8. **Meters and Vaults.** Measured by each assembly constructed.
- 4.9. **Air Release and Vacuum Relief Valves.** Measured by each assembly, of the various sizes, with the valve box installed.
- 4.10. **Pressure Reducing Stations.** Measured by the lump sum unit constructed.
- 4.11. **Blow Off Valves.** Measured by each assembly, of the various sizes and types, with the valve box installed.
- 4.12. **Removing Fire Hydrants.** Measured by each assembly removed and disposed of properly.
- 4.13. **Removing Water Valves and Boxes.** Measured by each assembly removed and disposed of properly.
- 4.14. **Removing and Relocating Meters and Boxes.** Measured by each assembly removed, cleaned, and installed at the new location.
- 4.15. **Removing Meters and Vaults.** Measured by each assembly removed and disposed of properly.
- 4.16. **Removing and Salvaging Water Meters.** Measured by each assembly removed and salvaged.
- 4.17. **Removing and Salvaging Fire Hydrants.** Measured by each assembly removed and salvaged.

- 4.18. **Removing and Relocating Water Meters and Meter Vaults.** Measured by each assembly removed and relocated.
- 4.19. **Adjusting Meter Vaults.** Measured by each assembly adjusted.
- 4.20. **Adjusting Meter Boxes.** Measured by each assembly adjusted.
- 4.21. **Adjust or Relocate Water Meter.** Measured by each assembly adjusted or relocated.
- 4.22. **Lowering Water Mains.** Measured by the foot, of the sizes and types of pipe lowered.
- 4.23. **Cutting and Plugging Water Mains.** Measured by each location a water main is cut and plugged, of the sizes indicated.
- 4.24. **Removing Pressure Reducing Stations.** Measured by each complete pressure reducing station removed.
- 4.25. **Wet Connections.** Measured by each connection, of the sizes specified.
- 4.26. **Extra Hand Excavation or Extra Machine Excavation.** Measured by the cubic yard in its original position. Excavation performed by manual labor at the locations specifically designated by the Engineer, and which is not included under or subsidiary to other bid items contained in this specification, is considered Extra Hand Excavation or Extra Machine Excavation.
- 4.27. **Adjusting Manholes.** Adjusted manholes will be measured as each manhole adjusted.

5. 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 prices bid for the items of work described below. These prices are full compensation for furnishing, hauling, placing, and installing the materials; for inspecting and testing; and for other materials, labor, equipment, tools, and incidentals.

- 5.1. **Water Main Pipe and Steel Casing.** Payment for water main pipe, and steel casing will be made at the unit prices bid for "Water Main Pipe (Cast-Iron)," "Water Main Pipe (Steel)," "Water Main Pipe (Ductile Iron)," "Water Main Pipe (Copper)," "Water Main Pipe (Polyvinyl Chloride)(PVC)," and "Casing (Steel)," of the various sizes and types specified, installed by the open-cut method.
- Unless otherwise shown on the plans or specifications, excavating, disposing of unsuitable excavated material, backfilling, and the material for backfill, for the complete installation of the water main system, are subsidiary to this bid Item.
- 5.2. **Split Steel Casing.** Payment for split steel casing will be made at the unit price bid for "Split Steel Casing," of the various sizes specified, installed by the open cut method.
- 5.3. **Fiberglass Reinforced Plastic (FRP) Pipe for Casing.** Payment for Fiberglass Reinforced Plastic (FRP) Pipe for Casing will be made at the unit price bid for "Fiberglass Reinforced Plastic (FRP) Pipe for Casing" of the various sizes specified.
- 5.4. **Jacking, Tunneling, Boring, or Augering.** Payment for jacking, tunneling, boring, or augering water main will be made at the unit price bid for "Jacking, Tunneling, Boring, or Augering (Water Main)," of the sizes and types specified. This price includes furnishing the pipe.

Payment for jacking, tunneling, boring, or augering fire hydrant branches (leads) will be made at the unit price bid for "Jacking, Tunneling, Boring, or Augering Fire Hydrant Branch (Lead)(6 in.)," of the types and installation method specified. This price includes furnishing the pipe.

Payment for jacking, tunneling, boring, or augering steel casing will be made at the unit price bid for "Jacking, Tunneling, Boring, or Augering Casing (Steel)," of the sizes, types, and wall thickness (applicable only if exceeding minimum thickness, shown in Section 2.2.2, "Steel Casing Pipe") specified. This price includes the casing. Water mains and fire hydrant branches (leads) placed in the casing will be paid for by the appropriate bid item.

Excavating, backfilling, backfill material, and disposing of unsuitable excavated material for jacking, tunneling, boring, or augering pits are subsidiary to these bid items.

- 5.5. **New Copper Service Lines.** Payment for copper service lines will be made at the unit price bid for "Service Line (Short Side 5/8 in. to 1 in.)," "Service Line (Long Side 5/8 in. to 1 in.)," "Service Line (Short Side 1-1/2 in. to 2 in.)" and "Service Line (Long Side 1-1/2 in. to 2 in.)," installed. This price is full compensation for labor, materials, excavation, and backfill required to install the facility, including connection to the customer's service line.
- 5.6. **Gate Valves, Tapping Sleeves and Valves, and Butterfly Valves.** Payment for gate valves (larger than 20 in. in diameter), tapping sleeves and valves, and butterfly valves will be made at the unit price bid for "Gate Valve," "Tapping Sleeve and Valve," and "Butterfly Valve," of the various sizes specified, with the valve box installed.
- 5.7. **Fire Hydrants.** Payment for fire hydrants will be made at the unit price bid for "Fire Hydrant Assembly," including 6 in. gate valve and box, installed regardless of barrel depth.
- Payment for fire hydrant branches (leads) will be made at the unit price bid for "Fire Hydrant Branch (Lead) (6 in.," installed by the open-cut method.
- Any adjustment required either in the flow line of the water main or to the barrel length of the fire hydrant is subsidiary to this bid item.
- 5.8. **Meters and Vaults.** Payment for meters and vaults will be made at the unit price bid for "Meter and Vault" constructed.
- 5.9. **Air Release and Vacuum Relief Valves.** Payment for air release and vacuum relief valves will be made at the unit price bid for "Air Release and Vacuum Relief Valve," of the various sizes specified, with the valve box installed.
- 5.10. **Pressure Reducing Stations.** Payment for pressure reducing stations will be made at the unit price bid for "Pressure Reducing Station." This price is full compensation for performing the necessary excavation, backfill, finish grading, constructing the concrete structure, and furnishing and installing station appurtenances addressed under Article 2, "Materials," of this specification.
- 5.11. **Blow Off Valves.** Payment for blow off valves with boxes will be made at the unit price bid for "Blow Off Valve" of the various sizes and types specified, with the valve box installed.
- 5.12. **Removing Fire Hydrants.** Payment for removing fire hydrants will be made at the unit price bid for "Removing Fire Hydrant." This price includes removing valves from the existing location, disposing of the valves, and plugging at the tee. Excavation and backfill required for removing fire hydrants are subsidiary to this bid item.
- 5.13. **Removing Water Valves and Boxes.** Payment for removing water valves and boxes will be made at the unit price bid for "Removing Water Valve and Box." Excavation and backfill required for removing water valves and boxes are subsidiary to this bid item.
- 5.14. **Removing and Relocating Meters and Boxes.** Payment for removing and relocating meters and boxes will be made at the unit price bid for "Removing and Relocating Meter and Box."

- 5.15. **Removing Meters and Vaults.** Payment for removing meters and vaults will be made at the unit price bid for "Removing Meter and Vault." This includes salvaging the meter strainers and valves and delivering them to their owner at the location shown on the plans or as directed.
- 5.16. **Removing and Salvaging Water Meters.** Payment for removing and salvaging water meters will be made at the unit price bid for "Removing and Salvaging Water Meter." This price includes removing salvaged water meters from the existing locations and delivering them to the owner. Excavation, backfill, and finish grading required for removing the water meters are subsidiary to this bid Item.
- 5.17. **Removing and Salvaging Fire Hydrants.** Payment for removing and salvaging fire hydrants will be made at the unit price bid for "Removing and Salvaging Fire Hydrant." The salvaging of fire hydrants will be a cash reimbursement to the owner by the Contractor where the fire hydrants will become the property of the Contractor or the Contractor will deliver the fire hydrants to the Utility Owner at the location shown on the plans. Excavation, backfill, and finish grading required for removing fire hydrants are subsidiary to this bid Item.
- 5.18. **Removing and Relocating Water Meters and Meter Vaults.** Payment for removing and relocating water meters and meter vaults will be made at the unit price for "Removing and Relocating Water Meter and Meter Vault."
- 5.19. **Adjusting Meter Vaults.** Payment for adjusting meter vaults will be made at the unit price bid for "Adjusting Meter Vault." This price is full compensation for furnishing the required materials, including backfill as required, excavation, tools, labor, equipment, and incidentals.
- 5.20. **Adjusting Meter Boxes.** Payment for adjusting meter boxes will be made at the unit price for "Adjusting Meter Box."
- 5.21. **Adjust or Relocate Water Meter.** Payment for adjusting or relocating water meters will be made at the unit price for "Adjusting or Relocating Water Meters." This price is full compensation for adjusting or relocating water meters. Miscellaneous fittings required to complete the work will not be paid for directly, but will be subsidiary to this Item unless otherwise shown on the plans. Water line sterilization and testing of the completed water main system is considered subsidiary to this Item.
- 5.22. **Lowering Water Mains.** Payment for lowering water mains will be made at the unit price bid for "Lowering Water Mains," of the sizes and types of pipe lowered. This price is full compensation for lowering and adjusting pipes, as well as any connected valves, boxes, and service lines. Excavation and backfill required for lowering water mains are subsidiary to this bid Item.
- 5.23. **Cutting and Plugging Water Mains.** Payment for cutting and plugging water mains will be made at the unit price bid for "Cut and Plug Water Main," of the sizes indicated. This price is full compensation for performing excavation, backfill, finish grading, and other incidental items required to abandon or cut and plug the water main as set forth this specification. Where grout is required, as shown on the plans, it is subsidiary to this bid Item.
- 5.24. **Removing Pressure Reducing Stations.** Payment for removing pressure reducing stations will be made at the unit price bid for "Removing Pressure Reducing Station." This price is full compensation for performing the necessary excavation, backfill, finish grading, pipe removal, structure removal, and for tools, equipment, and incidentals.
- 5.25. **Wet Connections.** Payment for wet connections will be made at the unit price bid for "Wet Connections," of the sizes specified.
- 5.26. **Extra Hand Excavation or Extra Machine Excavation.** Payment for extra hand excavation or extra machine excavation will be made at the unit price bid for "Extra Hand Excavation" or "Extra Machine Excavation." This price is full compensation for labor, hand tools, machines, dewatering, and handling and properly disposing of any excess excavated material not suitable for bedding or backfill for this project.

5.27. **Adjusting Manholes.** 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 "Water Main (Adj Exist Manhole)." This price is full compensation for replacement of Air Release / Vacuum Release Valve and installation of the Standard Bollards as shown on the plans; for materials including backfill as required, and for excavation, tools, equipment, labor, and incidentals.

Trench excavation protection or temporary special shoring for trenches greater than 5 ft. in depth, or sloping the sides of these trenches to preclude collapse, will be measured and paid for as required by Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring."

Furnishing and placing bedding material is subsidiary to the various bid items.

Providing fittings, including necessary concrete thrust blocking, pipe clamps, nipples, pipe coatings, and lubricants, etc. is subsidiary to the water mains in which they are installed.

In addition, providing fittings required due to plan changes or alterations in line and grade, is subsidiary to the water mains in which they are installed.

Furnishing and installing taps, risers, jumpers, blind flanges, cast-iron sleeves, plugs, reducers etc., as required to disinfect and pressure test the new mains is subsidiary to the various bid items. In addition, necessary excavation and backfill, site grading, and maintenance until completion of pressure testing are subsidiary to the various bid items.

Unless otherwise shown on the plans, the work performed and materials furnished to support the pipes or conduits of public utilities are subsidiary to the various bid items.

Furnishing and installing the nonmetallic pipe detection system, as well as the labor and materials necessary for the system, is subsidiary to the various bid items. In addition, ensure that the detection system is complete, operational, and satisfactory to the Utility Owner.

Adjusting valve boxes is subsidiary to the various bid items.

Special Specification 7136

Water Mains and Appurtenances



1. DESCRIPTION

Furnish and install all materials, and equipment, listed in this Special Specification and shown on the plans.

2. MATERIALS

Install piping systems using the materials designated on the plans and in details shown for each particular system. Furnish materials designated in accordance with all material requirements of this Special Specification.

3. CONSTRUCTION

Perform work in a manner consistent with this Special Specification and the Standards, Addenda, and the following listed Specifications:

- The General Specifications (Standard Specifications for Public Works Construction – North Central Texas Council of Governments - Latest Edition) – A copy of the Standard Specifications for Public Works Construction may be obtained from the North Central Texas Council of Governments, 616 Six Flags Drive, Arlington, Texas, Telephone (817) 640-3300.
- Occupational Safety and Health Standards - Excavations, 29 CFR Part 1926; effective January 2, 1990, (or Latest Edition).

4. MEASUREMENT

This Item will be measured as follows and as detailed in this Special Specification:

Table1
Pay Items

Description Code	Description	Unit
7136-6001	6" C900 DR18 PVC Water Pipe	LF
7136-6002	3.5" C900 PVC Water Pipe	LF
7136-6003	6" Gate Valve	EA
7136-6004	3.5" Gate Valve	EA
7136-6005	6" Plug	EA
7136-6006	3.5" Plug	EA
7136-6007	6" 45 Degree Bend	EA
7136-6008	6" 90 Degree Bend	EA
7136-6009	3.5" 45 Degree Bend	EA
7136-6010	6" x 3.5" Tee	EA
7136-6011	Trench Excavation Protection	LF
7136-6012	Construction Staking	LS
7136-6013	As-Built Survey	LS

7136-6014	Abandon/Remove Existing 6" Water Line	LF
7136-6015	Abandon/Remove Existing 3.5" Water Line	LF
7136-6020	10" Steel Encased Pipe (NO OPEN CUT)	LF
7136-6016	Existing Pipe to Pipe Connection	EA
7136-6017	10" Steel Encasement (OPEN CUT)	LF
7136-6018	6" Steel Encasement (OPEN CUT)	LF
7136-6019	Remove and Install Water Meter	EA

5. PAYMENT

The work performed with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the various items of work. These prices must be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work prescribed in this Special Specification and as detailed on the plans.

Item 105

Removing Treated and Untreated Base and Asphalt Pavement



1. DESCRIPTION

Break, remove, and store or dispose of existing asphalt pavement, including surface treatments, and treated or untreated base materials.

2. CONSTRUCTION

Break material retained by the Department into pieces not larger than 24 in. unless otherwise shown on the plans. Remove existing asphalt pavement before disturbing stabilized base. Avoid contamination of the asphalt materials and damage to adjacent areas. Repair material damaged by operations outside the designated locations.

Stockpile materials designated salvageable at designated sites when shown on the plans or as directed. Prepare stockpile site by removing vegetation and trash and by providing for proper drainage. Material not designated to be salvaged will become the property of the Contractor. When this material is disposed of, do so in accordance with federal, state, and local regulations.

3. MEASUREMENT

This Item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard of existing treated or untreated base and asphalt pavement in its original position, or by the cubic yard of existing treated or untreated base and asphalt pavement in its original position, as calculated by the average end area method. Square yard and cubic yard measurement will be established by the widths and depths shown on the plans and the lengths measured in the field.

4. PAYMENT

The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Treated and Untreated Base and Asphalt Pavement" of the depth specified. This price is full compensation for breaking the material, loading, hauling, unloading, stockpiling or disposing; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.

Item 162

Sodding for Erosion Control



1. DESCRIPTION

Provide and install grass sod as shown on the plans or as directed.

2. MATERIALS

Use live, growing grass sod of the type specified on the plans. Use grass sod with a healthy root system and dense matted roots throughout the soil of the sod for a minimum thickness of 1 in. Do not use sod from areas where the grass is thinned out. Keep sod material moist from the time it is dug until it is planted. Grass sod with dried roots is unacceptable.

- 2.1. **Block Sod.** Use block, rolled, or solid sod free from noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod.
- 2.2. **Mulch Sod.** Use mulch sod from an approved source, free from noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod.
- 2.3. **Fertilizer.** Furnish fertilizer in accordance with Article 166.2., "Materials."
- 2.4. **Water.** Furnish water in accordance with Article 168.2., "Materials."
- 2.5. **Mulch.** Use straw mulch consisting of oat, wheat, or rice straw or hay mulch of either Bermudagrass or prairie grasses. Use straw or hay mulch free of Johnson grass and other noxious and foreign materials. Keep the mulch dry and do not use molded or rotted material.
- 2.6. **Tacking Methods.** Use a tacking agent applied in accordance with the manufacturer's recommendations or a crimping method on all straw or hay mulch operations. Use tacking agents as approved or as specified on the plans.

3. CONSTRUCTION

Cultivate the area to a depth of 4 in. before placing the sod. Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans. Apply fertilizer uniformly over the entire area in accordance with Article 166.3., "Construction," and water in accordance with Article 168.3., "Construction." Plant between the average date of the last freeze in the Spring and 6 weeks before the average date for the first freeze in the Fall according to the Texas Almanac for the project area.

- 3.1. **Sodding Types.**
 - 3.1.1. **Spot Sodding.** Use only Bermudagrass sod. Create furrows parallel to the roadway, approximately 5 in. deep and on 18-in. centers. Sod a continuous row not less than 3 in. wide in the 2 furrows adjacent to the roadway. Place 3-in. squares of sod on 15-in. centers in the remaining furrows. Place sod so that the root system will be completely covered by the soil. Firm all sides of the sod with the soil without covering the sod with soil.
 - 3.1.2. **Block Sodding.** Place sod over the prepared area. Roll or tamp the sodded area to form a thoroughly compacted, solid mat filling all voids in the sodded area with additional sod. Trim and remove all visible netting and backing materials. Keep sod along edges of curbs, driveways, walkways, etc., trimmed until acceptance.

- 3.1.3. **Mulch Sodding.** Mow sod source to no shorter than 4 in., rake and remove cuttings. Disk the sod in 2 directions, cutting the sod to a minimum of 4 in. Excavate the sod material to a depth of no more than 6 in. Keep excavated material moist or it will be rejected. Distribute the mulch sod uniformly over the area to a depth of 6 in. loose, unless otherwise shown on the plans, and roll with a light roller or other suitable equipment.
- Add or reshape the mulch sod to meet the requirements of Section 162.3.2., "Finishing."
- 3.2. **Finishing.** Smooth and shape the area after planting to conform to the desired cross-sections. Spread any excess soil uniformly over adjacent areas or dispose of the excess soil as directed.
- 3.3. **Straw or Hay Mulch.** Apply straw or hay mulch for "Spot Sodding" and "Mulch Sodding" uniformly over the area as shown on the plans. Apply straw mulch at 2 to 2-1/2 tons per acre. Apply hay mulch at 1-1/2 to 2 tons per acre. Use a tacking method over the mulched area.

4. MEASUREMENT

"Spot Sodding," "Block Sodding," and "Straw or Hay Mulch" will be measured by the square yard in its final position. "Mulch Sodding" will be measured by the square yard in its final position or by the cubic yard in vehicles as delivered to the planting site.

5. 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 "Spot Sodding," "Block Sodding," "Straw or Hay Mulch," or "Mulch Sodding." This price is full compensation for securing a source, excavation, loading, hauling, placing, rolling, finishing, furnishing materials, equipment, labor, tools, supplies, and incidentals. Fertilizer will not be paid for directly but will be subsidiary to this Item.

Unless otherwise specified on the plans, water, except for that used for maintaining and preparing the sod before planting, will be measured and paid for in accordance with Item 168, "Vegetative Watering."

Item 164

Seeding for Erosion Control



1. DESCRIPTION

Provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed.

2. MATERIALS

2.1. **Seed.** Provide seed from the previous season's crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity × Germination). Furnish seed of the designated species, in labeled unopened bags or containers to the Engineer before planting. Use within 12 mo. from the date of the analysis. When Buffalograss is specified, use seed that is treated with KNO₃ (potassium nitrate) to overcome dormancy.

Use Tables 1–4 to determine the appropriate seed mix and rates as specified on the plans. If a plant species is not available by the producers, the other plant species in the recommended seed mixture will be increased proportionally by the PLS/acre of the missing plant species.

Table 1
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species	Rates (lb. PLS/acre)	Species	Rates (lb. PLS/acre)
1 (Paris) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (Haskell)	3.2	Bermudagrass	1.5
	Bermudagrass	1.8	Bahiagrass (Pensacola)	6.0
	Little Bluestem (Native)	1.7	Sand Lovegrass	0.6
	Illinois Bundleflower	1.0	Weeping Lovegrass (Ermelo)	0.8
			Partridge Pea	1.0
2 (Ft. Worth) Feb. 1–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (Haskell)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Texas Grama (Atascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Slender Grama (Dilley)	1.0
	Little Bluestem (OK Select)	0.8	Sand Lovegrass (Mason)	0.2
	Purple Prairie Clover (Cuero)	0.6	Sand Dropseed (Borden County)	0.2
	Engelmann Daisy (Eldorado)	0.75	Partridge Pea (Comanche)	0.6
	Illinois Bundleflower	1.3	Little Bluestem (OK Select)	0.8
	Awnless Bushsunflower (Plateau)	0.2	Englemann Daisy (Eldorado)	0.75
			Purple Prairie Clover	0.3
3 (Wichita Falls) Feb. 1–May 15	Green Sprangletop (Van Horn)	0.6	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (Haskell)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Texas Grama (Atascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Sand Lovegrass (Mason)	0.2
	Little Bluestem (OK Select)	0.8	Sand Dropseed (Borden County)	0.2
	Blue Grama (Hachita)	0.4	Partridge Pea (Comanche)	0.6
	Western Wheatgrass (Barton)	1.2	Little Bluestem (OK Select)	0.8
	Galleta Grass (Viva)	0.6	Englemann Daisy (Eldorado)	0.75
	Engelmann Daisy (Eldorado)	0.75	Purple Prairie Clover (Cuero)	0.3
	Awnless Bushsunflower (Plateau)	0.2		
4 (Amarillo) Feb. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (Haskell)	3.6	Weeping Lovegrass (Ermelo)	0.8
	Blue Grama (Hachita)	1.2	Blue Grama (Hachita)	1.0
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.3
	Illinois Bundleflower	1.0	Sand Bluestem	1.8
			Purple Prairie Clover	0.5

Table 1 (continued)
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/acre)		Species and Rates (lb. PLS/acre)	
5 (Lubbock) Feb. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (El Reno)	3.6	Weeping Lovegrass (Ermelo)	0.8
	Blue Grama (Hachita)	1.2	Blue Grama (Hachita)	1.0
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.3
	Illinois Bundleflower	1.0	Sand Bluestem	1.8
			Purple Prairie Clover	0.5
6 (Odessa) Feb. 1–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Blue Grama (Hachita)	0.4	Blue Grama (Hachita)	0.4
	Galleta Grass (Viva)	0.6	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Sand Lovegrass (Mason)	0.2
	Pink Pappusgrass (Maverick)	0.6	Sand Dropseed (Borden County)	0.2
	Alkali Sacaton (Saltalk)	0.2	Indian Ricegrass (Rim Rock)	1.6
	Plains Bristlegrass (Catarina Blend)	0.2	Sand Bluestem (Cottle County)	1.2
	False Rhodes Grass (Kinney)	0.1	Little Bluestem (Pastura)	0.8
	Whiplash Pappusgrass (Webb)	0.6	Purple Prairie Clover (Cuero)	0.3
	Arizona Cottontop (La Salle)	0.2		
7 (San Angelo) Feb. 1–May 1	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (Haskell)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Texas Grama (Atascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Sand Lovegrass (Mason)	0.2
	Little Bluestem (OK Select)	0.4	Sand Dropseed (Borden County)	0.2
	Blue Grama (Hachita)	0.4	Sand Bluestem (Cottle County)	1.2
	Western Wheatgrass (Barton)	1.2	Partridge Pea (Comanche)	0.6
	Galleta Grass (Viva)	0.6	Little Bluestem (OK Select)	0.8
	Engelmann Daisy (Eldorado)	0.75	Engelmann Daisy (Eldorado)	0.75
	Illinois Bundleflower (Sabine)	1.0	Purple Prairie Clover (Cuero)	0.3
8 (Abilene) Feb. 1–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (Haskell)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Texas Grama (Atascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Sand Lovegrass (Mason)	0.2
	Little Bluestem (OK Select)	0.4	Sand Dropseed (Borden County)	0.2
	Blue Grama (Hachita)	0.4	Sand Bluestem (Cottle County)	1.2
	Western Wheatgrass (Barton)	1.2	Partridge Pea (Comanche)	0.6
	Galleta Grass (Viva)	0.6	Little Bluestem (OK Select)	0.8
	Engelmann Daisy (Eldorado)	0.75	Engelmann Daisy (Eldorado)	0.75
	Illinois Bundleflower (Sabine)	1.0	Purple Prairie Clover (Cuero)	0.3
9 (Waco) Feb. 1–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (Haskell)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Texas Grama (Atascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Slender Grama (Dilley)	1.0
	Little Bluestem (OK Select)	0.8	Sand Lovegrass (Mason)	0.2
	Purple Prairie Clover (Cuero)	0.6	Sand Dropseed (Borden County)	0.2
	Engelmann Daisy (Eldorado)	0.75	Partridge Pea (Comanche)	0.6
	Illinois Bundleflower	1.3	Little Bluestem (OK Select)	0.8
	Awnless Bushsunflower (Plateau)	0.2	Engelmann Daisy (Eldorado)	0.75
			Purple Prairie Clover	0.3
10 (Tyler) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	1.8	Bermudagrass	1.8
	Bahiagrass (Pensacola)	9.0	Bahiagrass (Pensacola)	9.0
	Sideoats Grama (Haskell)	2.7	Weeping Lovegrass (Ermelo)	0.5
	Illinois Bundleflower	1.0	Sand Lovegrass	0.5
		Lance-Leaf Coreopsis	1.0	
11 (Lufkin) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	1.8	Bermudagrass	2.1
	Bahiagrass (Pensacola)	9.0	Bahiagrass (Pensacola)	9.0
	Sideoats Grama (Haskell)	2.7	Sand Lovegrass	0.5
	Illinois Bundleflower	1.0	Lance-Leaf Coreopsis	1.0

Table 1 (continued)
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/acre)		Species and Rates (lb. PLS/acre)	
12 (Houston) Jan. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.1	Bermudagrass	2.4
	Sideoats Grama (Haskell)	3.2	Bahiagrass (Pensacola)	10.5
	Little Bluestem (Native)	1.4	Weeping Lovegrass (Ermelo)	1.0
	Illinois Bundleflower	1.0	Lance-Leaf Coreopsis	1.0
13 (Yoakum) Jan. 15–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Hooded Windmillgrass (Mariah)	0.4
	Texas Grama (Atascosa)	1.5	Slender Grama (Dilley)	1.0
	Slender Grama (Dilley)	1.0	Hairy Grama (Chaparral)	0.8
	Shortspike Windmillgrass (Welder)	0.3	Shortspike Windmillgrass (Welder)	0.2
	Halls Panicum (Oso)	0.2	Purple Prairie Clover (Cuero)	0.6
	Plains Bristlegrass (Catarina Blend)	0.2	Partridge Pea (Comanche)	0.6
	Canada Wildrye (Lavaca)	2.0	Englemann Daisy (Eldorado)	1.0
	Illinois Bundleflower (Sabine)	1.3		
	Purple Prairie Clover (Cuero)	0.6		
14 (Austin) Feb. 1–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Texas Grama (Atascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Slender Grama (Dilley)	1.0
	Little Bluestem (OK Select)	0.8	Sand Lovegrass (Mason)	0.2
	Purple Prairie Clover (Cuero)	0.6	Sand Dropseed (Borden County)	0.2
	Engelmann Daisy (Eldorado)	0.75	Partridge Pea (Comanche)	0.6
	Illinois Bundleflower (Sabine)	1.3	Little Bluestem (OK Select)	0.8
	Awnless Bushsunflower (Plateau)	0.2	Englemann Daisy (Eldorado)	0.75
			Purple Prairie Clover	0.3
15 (San Antonio) Feb. 1–May 1	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Slender Grama (Dilley)	2.0
	Texas Grama (Atascosa)	1.0	Hairy Grama (Chaparral)	0.6
	Slender Grama (Dilley)	1.0	Shortspike Windmillgrass (Welder)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Pink Pappusgrass (Maverick)	0.6
	Pink Pappusgrass (Maverick)	0.6	Plains Bristlegrass (Catarina Blend)	0.2
	Halls Panicum (Oso)	0.2	Hooded Windmillgrass (Mariah)	0.3
	Plains Bristlegrass (Catarina Blend)	0.2	Multi-flowered False Rhodes Grass	0.1
	False Rhodes Grass (Kinney)	0.1	(Hidalgo)	0.2
	Hooded Windmillgrass (Mariah)	0.2	Arizona Cottontop (La Salle)	
	Arizona Cottontop (La Salle)	0.2		
16 (Corpus Christi) Jan. 1–May 1	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Slender Grama (Dilley)	2.0
	Texas Grama (Atascosa)	1.0	Hairy Grama (Chaparral)	0.6
	Slender Grama (Dilley)	1.0	Shortspike Windmillgrass (Welder)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Pink Pappusgrass (Maverick)	0.6
	Pink Pappusgrass (Maverick)	0.6	Plains Bristlegrass (Catarina Blend)	0.2
	Halls Panicum (Oso)	0.2	Hooded Windmillgrass (Mariah)	0.3
	Plains Bristlegrass (Catarina Blend)	0.2	Multi-flowered False Rhodes Grass	0.1
	False Rhodes Grass (Kinney)	0.1	(Hidalgo)	0.2
	Hooded Windmillgrass (Mariah)	0.2	Arizona Cottontop (La Salle)	
	Arizona Cottontop (La Salle)	0.2		
17 (Bryan) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	1.5	Bermudagrass	1.5
	Sideoats Grama (Haskell)	3.6	Bahiagrass (Pensacola)	7.5
	Little Bluestem (Native)	1.7	Weeping Lovegrass (Ermelo)	0.6
	Illinois Bundleflower	1.0	Sand Lovegrass	0.6
		Lance-Leaf Coreopsis	1.0	

Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/acre)		Species and Rates (lb. PLS/acre)	
18 (Dallas) Feb. 1–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (Haskell)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Texas Grama (Atascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Slender Grama (Dilley)	1.0
	Little Bluestem (OK Select)	0.8	Sand Lovegrass (Mason)	0.2
	Purple Prairie Clover (Cuero)	0.6	Sand Dropseed (Borden County)	0.2
	Engelmann Daisy (Eldorado)	0.75	Partridge Pea (Comanche)	0.6
	Illinois Bundleflower	1.3	Little Bluestem (OK Select)	0.8
	Awnless Bushsunflower (Plateau)	0.2	Engelmann Daisy (Eldorado)	0.75
			Purple Prairie Clover	0.3
19 (Atlanta) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.4	Bermudagrass	2.1
	Sideoats Grama (Haskell)	4.5	Bahiagrass (Pensacola)	7.5
	Illinois Bundleflower	1.0	Sand Lovegrass	0.6
		Lance-Leaf Coreopsis	1.0	
20 (Beaumont) Jan. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.7	Bermudagrass	2.1
	Sideoats Grama (Haskell)	4.1	Bahiagrass (Pensacola)	7.5
	Illinois Bundleflower	1.0	Sand Lovegrass	0.6
		Lance-Leaf Coreopsis	1.0	
21 (Pharr) Jan. 15–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Slender Grama (Dilley)	2.0
	Texas Grama (Atascosa)	1.0	Hairy Grama (Chaparral)	0.6
	Slender Grama (Dilley)	1.0	Shortspike Windmillgrass (Welder)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Pink Pappusgrass (Maverick)	0.6
	Pink Pappusgrass (Maverick)	0.6	Plains Bristlegrass (Catarina Blend)	0.2
	Halls Panicum (Oso)	0.2	Hooded Windmillgrass (Mariah)	0.3
	Plains Bristlegrass (Catarina Blend)	0.2	Multi-flowered False Rhoades Grass	0.1
	False Rhodes Grass (Kinney)	0.1	(Hidalgo)	0.2
	Hooded Windmillgrass (Mariah)	0.2	Arizona Cottontop (La Salle)	
	Arizona Cottontop (La Salle)	0.2		
22 (Laredo) Jan. 15–May 1	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Slender Grama (Dilley)	2.0
	Texas Grama (Atascosa)	1.0	Hairy Grama (Chaparral)	0.6
	Slender Grama (Dilley)	1.0	Shortspike Windmillgrass (Welder)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Pink Pappusgrass (Maverick)	0.6
	Pink Pappusgrass (Maverick)	0.6	Plains Bristlegrass (Catarina Blend)	0.2
	Halls Panicum (Oso)	0.2	Hooded Windmillgrass (Mariah)	0.3
	Plains Bristlegrass (Catarina Blend)	0.2	Multi-flowered False Rhoades Grass	0.1
	False Rhodes Grass (Kinney)	0.1	(Hidalgo)	0.2
	Hooded Windmillgrass (Mariah)	0.2	Arizona Cottontop (La Salle)	
	Arizona Cottontop (La Salle)	0.2		
23 (Brownwood) Feb. 1–May 15	Green Sprangletop (Van Horn)	0.6	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (Haskell)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Texas Grama (Atascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Sand Lovegrass (Mason)	0.2
	Little Bluestem (OK Select)	0.8	Sand Dropseed (Borden County)	0.2
	Blue Grama (Hachita)	0.4	Partridge Pea (Comanche)	0.6
	Western Wheatgrass (Barton)	1.2	Little Bluestem (OK Select)	0.8
	Galleta Grass (Viva)	0.6	Engelmann Daisy (Eldorado)	0.75
	Engelmann Daisy (Eldorado)	0.75	Purple Prairie Clover (Cuero)	0.3
	Awnless Bushsunflower (Plateau)	0.2		

Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/acre)		Species and Rates (lb. PLS/acre)	
24 (El Paso) Feb. 1–May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Blue Grama (Hachita)	0.4	Blue Grama (Hachita)	0.4
	Galleta Grass (Viva)	0.6	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Sand Lovegrass (Mason)	0.2
	Pink Pappusgrass (Maverick)	0.6	Sand Dropseed (Borden County)	0.2
	Alkali Sacaton (Saltalk)	0.2	Indian Ricegrass (Rim Rock)	1.6
	Plains Bristlegrass (Catarina Blend)	0.2	Sand Bluestem (Cottle County)	1.2
	False Rhodes Grass (Kinney)	0.1	Little Bluestem (Pastura)	0.8
	Whiplash Pappusgrass (Webb)	0.6	Purple Prairie Clover (Cuero)	0.3
	Arizona Cottontop (La Salle)	0.2		
25 (Childress) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (El Reno)	2.7	Weeping Lovegrass (Ermelo)	1.2
	Blue Grama (Hachita)	0.9	Sand Dropseed (Borden Co.)	0.5
	Western Wheatgrass	2.1	Sand Lovegrass	0.8
	Galleta	1.6	Purple Prairie Clover	0.5
	Illinois Bundleflower	1.0		

Table 2

Permanent Urban Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/acre)		Species and Rates (lb. PLS/acre)	
1 (Paris) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
2 (Ft. Worth) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (El Reno)	3.6	Sideoats Grama (El Reno)	3.6
	Bermudagrass	2.4	Bermudagrass	2.1
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.3
3 (Wichita Falls) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (El Reno)	4.5	Sideoats Grama (El Reno)	3.6
	Bermudagrass	1.8	Bermudagrass	1.8
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.4
4 (Amarillo) Feb. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (El Reno)	3.6	Sideoats Grama (El Reno)	2.7
	Blue Grama (Hachita)	1.2	Blue Grama (Hachita)	0.9
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.4
			Buffalograss (Texoka)	1.6
5 (Lubbock) Feb. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (El Reno)	3.6	Sideoats Grama (El Reno)	2.7
	Blue Grama (Hachita)	1.2	Blue Grama (Hachita)	0.9
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.4
			Buffalograss (Texoka)	1.6
6 (Odessa) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (Haskell)	3.6	Sideoats Grama (Haskell)	2.7
	Blue Grama (Hachita)	1.2	Sand Dropseed (Borden Co.)	0.4
	Buffalograss (Texoka)	1.6	Blue Grama (Hachita)	0.9
			Buffalograss (Texoka)	1.6
7 (San Angelo) Feb. 1–May 1	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (Haskell)	7.2	Sideoats Grama (Haskell)	3.2
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.3
			Blue Grama (Hachita)	0.9
			Buffalograss (Texoka)	1.6
8 (Abilene) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (Haskell)	3.6	Sand Dropseed (Borden Co.)	0.3
	Blue Grama (Hachita)	1.2	Sideoats Grama (Haskell)	3.6
	Buffalograss (Texoka)	1.6	Blue Grama (Hachita)	0.8
			Buffalograss (Texoka)	1.6

Table 2 (continued)
Permanent Urban Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/acre)		Species and Rates (lb. PLS/acre)	
9 (Waco) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	1.8	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	3.6
	Sideoats Grama (Haskell)	4.5	Sand Dropseed (Borden Co.)	0.4
10 (Tyler) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
11 (Lufkin) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
12 (Houston) Jan. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (Haskell)	4.5	Bermudagrass	5.4
	Bermudagrass	2.4		
13 (Yoakum) Jan. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (South Texas)	4.5	Bermudagrass	5.4
	Bermudagrass	2.4		
14 (Austin) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.4	Bermudagrass	4.8
	Sideoats Grama (South Texas)	3.6	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6		
15 (San Antonio) Feb. 1–May 1	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (South Texas)	3.6	Bermudagrass	4.8
	Bermudagrass	2.4	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6		
16 (Corpus Christi) Jan. 1–May 1	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (South Texas)	3.6	Bermudagrass	4.8
	Bermudagrass	2.4	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6		
17 (Bryan) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
18 (Dallas) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (El Reno)	3.6	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	3.6
	Bermudagrass	2.4	Sand Dropseed (Borden Co.)	0.4
19 (Atlanta) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
20 (Beaumont) Jan. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
21 (Pharr) Jan. 15–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (South Texas)	3.6	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	3.6
	Bermudagrass	2.4	Sand Dropseed (Borden Co.)	0.4
22 (Laredo) Jan. 15–May 1	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (South Texas)	4.5	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	3.6
	Bermudagrass	1.8	Sand Dropseed	0.4
23 (Brownwood) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (Haskell)	3.6	Buffalograss (Texoka)	1.6
	Bermudagrass	1.2	Bermudagrass	3.6
	Blue Grama (Hachita)	0.9	Sand Dropseed (Borden Co.)	0.4
24 (El Paso) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (South Texas)	3.6	Buffalograss (Texoka)	1.6
	Blue Grama (Hachita)	1.2	Sand Dropseed (Borden Co.)	0.4
	Buffalograss (Texoka)	1.6	Blue Grama (Hachita)	1.8
25 (Childress) Feb. 1–May 15	Green Sprangletop	0.3	Green Sprangletop	0.3
	Sideoats Grama (El Reno)	3.6	Sand Dropseed (Borden Co.)	0.4
	Blue Grama (Hachita)	1.2	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	1.8

Table 3
Temporary Cool Season Seeding

Districts	Dates	Seed Mix and Rates (lb. PLS/acre)
Paris (1), Amarillo (4), Lubbock (5), Dallas (18)	September 1–November 30	Tall Fescue 4.5 Western Wheatgrass 5.6 Wheat (Red, Winter) 34
Odessa (6), San Angelo (7), El Paso (24)	September 1–November 30	Western Wheatgrass 8.4 Wheat (Red, Winter) 50
Waco (9), Tyler (10), Lufkin (11), Austin (14), San Antonio (15), Bryan (17), Atlanta (19)	September 1–November 30	Tall Fescue 4.5 Oats 24 Wheat 34
Houston (12), Yoakum (13), Corpus Christi (16), Beaumont (20), Pharr (21), Laredo (22)	September 1–November 30	Oats 72
Ft. Worth (2), Wichita Falls (3), Abilene (8), Brownwood (23), Childress (25)	September 1–November 30	Tall Fescue 4.5 Western Wheatgrass 5.6 Cereal Rye 34

Table 4
Temporary Warm Season Seeding

Districts	Dates	Seed Mix and Rates (lb. PLS/acre)
All	May 1–August 31	Foxtail Millet 34

- 2.2. **Fertilizer.** Use fertilizer in conformance with Article 166.2., “Materials.”
- 2.3. **Vegetative Watering.** Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.
- 2.4. **Mulch.**
- 2.4.1. **Straw or Hay Mulch.** Use straw or hay mulch in conformance with Section 162.2.5., “Mulch.”
- 2.4.2. **Cellulose Fiber Mulch.** Use only cellulose fiber mulches that are on the Approved Products List, *Erosion Control Approved Products*. (<http://www.txdot.gov/business/resources/erosion-control.html>) Submit one full set of manufacturer’s literature for the selected material. Keep mulch dry until applied. Do not use molded or rotted material.
- 2.5. **Tacking Methods.** Use a tacking agent applied in accordance with the manufacturer’s recommendations or a crimping method on all straw or hay mulch operations. Use tacking agents as approved or as specified on the plans.

3. CONSTRUCTION

Cultivate the area to a depth of 4 in. before placing the seed unless otherwise directed. Use approved equipment to vertically track the seedbed as shown on the plans or as directed. Cultivate the seedbed to a depth of 4 in. or mow the area before placement of the permanent seed when performing permanent seeding after an established temporary seeding. Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans.

- 3.1. **Broadcast Seeding.** Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil unless otherwise directed. Apply the mixture to the area to be seeded within 30 min. of placement of components in the equipment when seed and water are to be distributed as a slurry during hydro-seeding. Roll the planted area with a light roller or other suitable equipment. Roll sloped areas along the contour of the slopes.

- 3.2. **Straw or Hay Mulch Seeding.** Plant seed according to Section 164.3.1., "Broadcast Seeding." Apply straw or hay mulch uniformly over the seeded area immediately after planting the seed or seed mixture. Apply straw mulch at 2 to 2.5 tons per acre. Apply hay mulch at 1.5 to 2 tons per acre. Use a tacking method over the mulched area.
- 3.3. **Cellulose Fiber Mulch Seeding.** Plant seed in accordance with Section 164.3.1., "Broadcast Seeding." Apply cellulose fiber mulch uniformly over the seeded area immediately after planting the seed or seed mixture at the following rates.
- Sandy soils with slopes of 3:1 or less—2,500 lb. per acre.
 - Sandy soils with slopes greater than 3:1—3,000 lb. per acre.
 - Clay soils with slopes of 3:1 or less—2,000 lb. per acre.
 - Clay soils with slopes greater than 3:1—2,300 lb. per acre.
- Cellulose fiber mulch rates are based on dry weight of mulch per acre. Mix cellulose fiber mulch and water to make a slurry and apply uniformly over the seeded area using suitable equipment.
- 3.4. **Drill Seeding.** Plant seed or seed mixture uniformly over the area shown on the plans at a depth of 1/4 to 1/3 in. using a pasture or rangeland type drill unless otherwise directed. Plant seed along the contour of the slopes.
- 3.5. **Straw or Hay Mulching.** Apply straw or hay mulch uniformly over the area as shown on the plans. Apply straw mulch at 2 to 2.5 tons per acre. Apply hay mulch at 1.5 to 2 tons per acre. Use a tacking method over the mulched area.

Apply fertilizer in conformance with Article 166.3., "Construction." Seed and fertilizer may be distributed simultaneously during "Broadcast Seeding" operations, provided each component is applied at the specified rate. Apply half of the required fertilizer during the temporary seeding operation and the other half during the permanent seeding operation when temporary and permanent seeding are both specified for the same area.

Water the seeded areas at the rates and frequencies as shown on the plans or as directed.

4. MEASUREMENT

This Item will be measured by the square yard or by the acre.

5. PAYMENT

The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Broadcast Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Broadcast Seeding (Temp)" of warm or cool season specified, "Straw or Hay Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Straw or Hay Mulch Seeding (Temp)" of warm or cool season specified, "Cellulose Fiber Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Cellulose Fiber Mulch Seeding (Temp)" of warm or cool season specified, "Drill Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Drill Seeding (Temp)" of warm or cool season specified, and "Straw or Hay Mulching." This price is full compensation for furnishing materials, including water for hydro-seeding and hydro-mulching operations, mowing, labor, equipment, tools, supplies, and incidentals. Fertilizer will not be paid for directly but will be subsidiary to this Item. Water for irrigating the seeded area, when specified, will be paid for under Item 168, "Vegetative Watering."

Item 247

Flexible Base



1. DESCRIPTION

Construct a foundation course composed of flexible base.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use [Tex-100-E](#) material definitions.

- 2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1-2	Grade 3	Grade 4 ²	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0-10	0-10		0-5
7/8"		10-35	-		10-35
3/8"		30-65	-		35-65
#4		45-75	45-75		45-75
#40	65-90	50-85	70-90		
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max ¹	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min ¹		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	Tex-116-E	40	-	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	-	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	-		-
lateral pressure 3 psi		-	-		90
lateral pressure 15 psi		175	-		175

- Determine plastic index in accordance with [Tex-107-E](#) (linear shrinkage) when liquid limit is unattainable as defined in [Tex-104-E](#).
- Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

- 2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

- 2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:
- 2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
- 2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
- 2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by [Tex-460-A](#), Part I. Blending of 2 or more sources is allowed.
- 2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., “Recycled Material (Including Crushed Concrete) Requirements,” and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.
- 2.1.3. **Recycled Material.** Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- 2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
- 2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**
- 2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with [Tex-145-E](#). When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with [DMS-11000](#), “Evaluating and Using Nonhazardous Recyclable Materials Guidelines,” for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with [Tex-413-A](#). For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with [Tex-406-A](#). Test RAP without removing the asphalt.
- 2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
- Department-required recycled material will not be subject to the requirements in Table 1,
 - Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
 - the final product, blended, will be subject to the requirements in Table 1, and
 - for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.
- Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.
- 2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

- 2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

- 2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.
- 2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

- 3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.
- 3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

- 4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

- 4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- 4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with [Tex-140-E](#). Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

- 4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

- 4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by [Tex-113-E](#), unless otherwise shown on the plans. Maintain moisture during compaction within ± 2 percentage points of the optimum moisture content as determined by [Tex-113-E](#). Measure the moisture content of the material in accordance with [Tex-115-E](#) or [Tex-103-E](#) during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with [Tex-115-E](#). The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

- 4.5. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

- 4.6. **Ride Quality.** This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in [Tex-1001-S](#). The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for 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.

Measurement is further defined for payment as follows.

- 5.1. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- 5.2. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.
- 5.3. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- 5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.
- 5.5. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with [Tex-103-E](#) from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

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 the types of work shown below. No additional payment

will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Item 260

Lime Treatment (Road-Mixed)



1. DESCRIPTION

Mix and compact lime, water, and subgrade or base (with or without asphaltic concrete pavement) in the roadway.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. Obtain verification from the Engineer that the specification requirements are met before using the sources. The Engineer may sample and test project materials at any time before compaction. Use [Tex-100-E](#) for material definitions.

- 2.1. **Lime.** Furnish lime that meets the requirements of [DMS-6350](#), "Lime and Lime Slurry," and [DMS-6330](#), "Pre-Qualification of Lime Sources." Use hydrated lime, commercial lime slurry, quicklime, or carbide lime slurry as shown on the plans. Do not use quicklime when sulfates are present in quantities greater than 3,000 ppm. When furnishing quicklime, provide it in bulk.
- 2.2. **Subgrade.** The Engineer will determine the sulfate content of the existing subgrade in accordance with [Tex-145-E](#) and organic content in accordance with [Tex-148-E](#) before lime treatment begins. Suspend operations when material to be treated has a sulfate content greater than 7,000 ppm or an organic content greater than 1.0% and proceed as directed.
- 2.3. **Flexible Base.** Unless otherwise shown on the plans, furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of lime.
- 2.4. **Water.** Furnish water free of industrial wastes and other objectionable material.
- 2.5. **Asphalt.** When asphalt or emulsion is permitted for curing purposes, furnish materials that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or as directed.
- 2.6. **Mix Design.** The Engineer will determine the target lime content and optimum moisture content in accordance with [Tex-121-E](#) or prior experience with the project materials. The Contractor may propose a mix design developed in accordance with [Tex-121-E](#). The Engineer will use [Tex-121-E](#) to verify the Contractor's proposed mix design before acceptance. Reimburse the Department for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. Limit the amount of recycled asphalt pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

- 3.1. **Storage Facility.** Store quicklime and dry hydrated lime in closed, weatherproof containers.
- 3.2. **Slurry Equipment.** Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or other approved location. The Engineer may approve other slurring methods.

- 3.3. Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with [Tex-600-J](#), Part I, when using commercial lime slurry or carbide lime slurry.
- 3.4. **Hydrated Lime Distribution Equipment.** Provide equipment to spread lime evenly across the area to be treated. Provide equipment with a rotary vane feeder to spread lime, when shown on the plans.
- 3.5. **Pulverization Equipment.** Provide pulverization equipment that:
- cuts and pulverizes material uniformly to the proper depth with cutters that plane to a uniform surface over the entire width of the cut,
 - provides a visible indication of the depth of cut at all times, and
 - uniformly mixes the materials.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

- 4.1. **Preparation of Subgrade or Existing Base for Treatment.** Before treating, remove existing asphalt pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on the plans or as directed. Shape existing material in accordance with applicable bid items to conform to typical sections shown on the plans and as directed.

Unless otherwise approved, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying existing material. Correct soft spots as directed.

When material is imported from a borrow source, notify the Engineer of the location of the borrow source well in advance to allow time for testing and approval to avoid delay to the project. Stockpile as directed. The Engineer will test the borrow source and determine the sulfate and organic contents. When the borrow source has a sulfate content greater than 3,000 ppm or an organic content greater than 1.0%, proceed as directed.

When new base material is required to be mixed with existing base, deliver, place, and spread the new material in the required amount per station. Manipulate and thoroughly mix new base with existing material to provide a uniform mixture to the specified depth before shaping.

- 4.2. **Pulverization.** Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2 in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.

- 4.3. **Application of Lime.** Uniformly apply lime using dry or slurry placement as shown on the plans or as directed. Add lime at the percentage determined in Section 260.2.6., "Mix Design." Apply lime only on an area where mixing can be completed during the same working day.

Start lime application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when the Engineer determines that weather conditions are unsuitable.

Minimize dust and scattering of lime by wind. Do not apply lime when wind conditions, in the opinion of the Engineer, cause blowing lime to become dangerous to traffic or objectionable to adjacent property owners. When pebble grade quicklime is placed dry, mix the material and lime thoroughly at the time of lime application. Use of quicklime can be dangerous. Inform users of the recommended precautions for handling and storage.

4.3.1. **Dry Placement.** Before applying lime, bring the prepared roadway to approximately 2 percentage points above optimum moisture content. When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of hydrated lime or pebble grade quicklime with approved equipment. Only hydrated lime may be distributed by bag. Do not use a motor grader to spread hydrated lime.

4.3.2. **Slurry Placement.** Provide slurry free of objectionable materials, at or above the minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry or carbide lime slurry to the jobsite, or use hydrated lime or quicklime to prepare lime slurry at the jobsite or other approved location, as specified. When dry quicklime is applied as slurry, use 80% of the amount shown on the plans.

Distribute slurry uniformly by making successive passes over a measured section of roadway until the specified lime content is reached. Uniformly spread the residue from quicklime slurry over the length of the roadway being processed, unless otherwise directed.

4.4. **Mixing.** Begin mixing within 6 hr. of application of lime. Hydrated lime exposed to the open air for 6 hr. or more between application and mixing, or that experiences excessive loss due to washing or blowing, will not be accepted for payment.

Thoroughly mix the material and lime using approved equipment. When treating subgrade, bring the moisture content above the optimum moisture content to insure adequate chemical reaction of the lime and subgrade materials. Allow the mixture to mellow for 1 to 4 days, as directed. When pebble grade quicklime is used, allow the mixture to mellow for 2 to 4 days, as directed. Sprinkle the treated materials during the mixing and mellowing operation, as directed, to achieve adequate hydration and proper moisture content. When the material to be treated has a sulfate content greater than 3,000 ppm but less than or equal to 7,000 ppm, mellow for a minimum of 7 days. Maintain in a continuously moist condition by sprinkling in accordance with Item 204, "Sprinkling." After mellowing, resume mixing until a homogeneous, friable mixture is obtained. After mixing, the Engineer may sample the mixture at roadway moisture and test in accordance with [Tex-101-E](#), Part III, to determine compliance with the gradation requirements in Table 1.

Table 1
Gradation Requirements (Minimum % Passing)

Sieve Size	Base	Subgrade
1-3/4"	100	100
3/4"	85	85
#4	–	60

4.5. **Compaction.** Compact the mixture using density control, unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. Sprinkle the treated material in accordance with Item 204, "Sprinkling" or aerate the treated material to adjust the moisture content during compaction so that it is no more than 1.0 percentage points below optimum and 2.0 percentage points above optimum as determined by [Tex-121-E](#). Measure the moisture content of the material in accordance with [Tex-115-E](#) or [Tex-103-E](#) during compaction daily and report the results the same day, unless otherwise shown on the plans or directed.

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Before final acceptance, the Engineer will select the locations of tests in each unit and measure the treated depth in accordance with [Tex-140-E](#). Correct areas deficient by more than 1/2 in. in thickness or more than 1/2% in target lime content by adding lime as required, reshaping, recompacting, and refinishing at the Contractor's expense.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification

requirements are met. Rework in accordance with Section 260.4.6., "Reworking a Section." Perform the work at no additional expense to the Department.

- 4.5.1. **Ordinary Compaction.** Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.
- 4.5.2. **Density Control.** The Engineer will determine roadway density and moisture content of completed sections in accordance with [Tex-115-E](#). The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.
- 4.5.2.1. **Subgrade.** Compact to at least 95% of the maximum density determined in accordance with [Tex-121-E](#), unless otherwise shown on the plans.
- 4.5.2.2. **Base.** Compact the bottom course to at least 95% of the maximum density determined in accordance with [Tex-121-E](#), unless otherwise shown on the plans. Compact subsequent courses treated under this Item to at least 98% of the maximum density determined in accordance with [Tex-121-E](#), unless otherwise shown on the plans.
- 4.6. **Reworking a Section.** When a section is reworked within 72 hr. after completion of compaction, rework the section to provide the required density. When a section is reworked more than 72 hr. after completion of compaction, add additional lime at 25% of the percentage determined in Section 260.2.6., "Mix Design." Reworking includes loosening, adding material or removing unacceptable material if necessary, mixing as directed, compacting, and finishing. When density control is specified, determine a new maximum density of the reworked material in accordance with [Tex-121-E](#), and compact to at least 95% of this density.
- 4.7. **Finishing.** Immediately after completing compaction of the final course, clip, skin, or tight-blade the surface of the lime-treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small amounts of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.
- Finish grade of constructed subgrade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.
- Correct grade deviations of constructed base greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Remove excess material, reshape, and roll with a pneumatic-tire roller. Correct as directed if material is more than 1/4 in. low. Do not surface patch. The 72-hr. time limit required for completion of placement, compaction, and finishing does not apply to finishing required just before applying the surface course.
- 4.8. **Curing.** Cure for the minimum number of days shown in Table 2 by sprinkling in accordance with Item 204, "Sprinkling," or by applying an asphalt material at a rate of 0.05 to 0.20 gal. per square yard as directed. Maintain moisture during curing. Upon completion of curing, maintain the moisture content in accordance with Section 132.3.5., "Maintenance of Moisture and Reworking," for subgrade and Section 247.4.5., "Curing" for bases before placing subsequent courses. Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved. Apply seals or additional courses within 14 calendar days of final compaction.

Table 2
Minimum Curing Requirements before Placing Subsequent Courses¹

Untreated Material	Curing (Days)
PI ≤ 35	2
PI > 35	5

1. Subject to the approval of the Engineer. Proof rolling may be required as an indicator of adequate curing.

5. MEASUREMENT

- 5.1. **Lime.** When lime is furnished in trucks, the weight of lime will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

When lime is furnished in bags, indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight.

5.1.1. Hydrated Lime.

- 5.1.1.1. **Dry.** Lime will be measured by the ton (dry weight).

- 5.1.1.2. **Slurry.** Lime slurry will be measured by the ton (dry weight) of the hydrated lime used to prepare the slurry at the jobsite.

- 5.1.2. **Commercial Lime Slurry.** Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.

5.1.3. Quicklime.

- 5.1.3.1. **Dry.** Lime will be measured by the ton (dry weight) of the quicklime.

- 5.1.3.2. **Slurry.** Lime slurry will be measured by the ton (dry weight) of the quicklime used to prepare the slurry multiplied by a conversion factor of 1.28 to give the quantity of equivalent hydrated lime, which will be the basis of payment.

- 5.1.4. **Carbide Lime Slurry.** Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.

- 5.2. **Lime Treatment.** Lime treatment will be measured by the square yard of surface area. The dimensions for determining the surface area are established by the widths shown on the plans and the lengths measured at placement.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 260.6.1., "Lime," and Section 260.6.2., "Lime Treatment."

Furnishing and delivering new base will be paid for in accordance with Section 247.6.2., "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will be paid for in accordance with Section 260.6.2., "Lime Treatment." Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans. When proof rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be paid for in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Where subgrade to be treated under this Contract has sulfates greater than 7,000 ppm, work will be paid for in accordance with Article 4.4., "Changes in the Work."

Asphalt used solely for curing will not be paid for directly but will be subsidiary to this Item. Asphalt placed for curing and priming will be paid for under Item 310, "Prime Coat."

6.1. **Lime.** Lime will be paid for at the unit price bid for "Lime" of one of the following types:

- Hydrated Lime (Dry),
- Hydrated Lime (Slurry),
- Commercial Lime Slurry,
- Quicklime (Dry),
- Quicklime (Slurry), or
- Carbide Lime Slurry.

This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.

Lime used for reworking a section in accordance with Section 260.4.6., "Reworking a Section," will not be paid for directly but will be subsidiary to this Item.

6.2. **Lime Treatment.** Lime treatment will be paid for at the unit price bid for "Lime Treatment (Existing Material)," "Lime Treatment (New Base)," or "Lime Treatment (Mixing Existing Material and New Base)," for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, applying lime, compacting, finishing, curing, curing materials, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

Item 265

Fly Ash or Lime-Fly Ash Treatment (Road-Mixed)



1. DESCRIPTION

Mix and compact water, fly ash (FA) or lime and fly ash (LFA), and subgrade or base (with or without asphalt concrete pavement) in the roadway.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of proposed material sources and of changes in material sources. The Engineer will verify that the specification requirements are met before the sources can be used. The Engineer may sample and test project materials at any time before compaction. Changes in material suppliers may require a new mix design. Use [Tex-100-E](#) for material definitions.

- 2.1. **Lime.** Furnish lime that meets the requirements of [DMS-6350](#), "Lime and Lime Slurry," and [DMS-6330](#), "Pre-Qualification of Lime Sources." Use hydrated lime, commercial lime slurry, or quicklime as shown on the plans. When furnishing quicklime, provide it in bulk.
- 2.2. **Fly Ash.** Furnish FA that meets the requirements of [DMS-4615](#), "Fly Ash for Soil Treatment." Use Class CS or FS as shown on the plans.
- 2.3. **Subgrade.** The Engineer will determine the sulfate content in accordance with [Tex-145-E](#) and organic content in accordance with [Tex-148-E](#) before addition of lime or fly ash. Suspend operations when material to be treated has a sulfate content greater than 7,000 ppm or an organic content greater than 1.0% and proceed as directed.
- 2.4. **Flexible Base.** Unless otherwise shown on the plans, furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of lime or FA.
- 2.5. **Water.** Furnish water free of industrial wastes and other objectionable matter.
- 2.6. **Asphalt.** When permitted for curing purposes, furnish asphalt or emulsion in accordance with Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or as directed.
- 2.7. **Mix Design.** The Engineer will determine the target FA or LFA content and optimum moisture content in accordance with [Tex-127-E](#) or prior experience with the project materials. The Contractor may propose a mix design developed in accordance with [Tex-127-E](#). Meet strength requirements when shown on the plans. The Engineer will use [Tex-127-E](#) to verify the Contractor's proposed mix design before acceptance and will establish the approved additive blend and quantity. Reimburse the Department for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. Limit the amount of recycled asphalt pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when directed.

- 3.1. **Storage Facility.** Store quicklime, dry hydrated lime, and FA in closed, weatherproof containers.

- 3.2. **Slurry Equipment.** Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or other approved location. The Engineer may approve other slurring methods.

Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with [Tex-600-J](#), Part I, when using commercial lime slurry.

- 3.3. **Distribution Equipment.** Provide equipment to spread lime and fly ash evenly across the area to be treated. Provide equipment with a rotary vane feeder to spread lime, when shown on the plans.

- 3.4. **Pulverization Equipment.** Provide pulverization equipment that:

- cuts and pulverizes material uniformly to the proper depth with cutters that will plane to a uniform surface over the entire width of the cut,
- provides a visible indication of the depth of cut at all times, and
- uniformly mixes the materials.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

- 4.1. **Preparation of Subgrade or Existing Base for Treatment.** Before treating, remove existing asphalt concrete pavement in accordance with pertinent Items and the plans or as directed. Shape existing material in accordance with applicable bid items to conform to typical sections shown on the plans and as directed.

When shown on the plans or as directed, proof-roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying existing material. Correct soft spots as directed.

When material is imported from a borrow source, notify the Engineer of the location of the borrow source well in advance to allow time for testing and approval to avoid delay to the project. Stockpile as directed. The Engineer will test the borrow source and determine the sulfate and organic contents. When the borrow source has a sulfate content greater than 3,000 ppm or an organic content greater than 1.0%, proceed as directed.

When new base material is required to be mixed with existing base, deliver, place, and spread the new material in the required amount per station. Manipulate and thoroughly mix new base with existing material to provide a uniform mixture to the specified depth before the addition of lime or FA.

- 4.2. **Pulverization.** Pulverize or scarify material after shaping so that 100% passes a 2-1/2 in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.

- 4.3. **Application and Mixing of FA or LFA.** When treating with LFA, apply, mix, and mellow lime first unless otherwise directed.

Start treatment operations only when the air temperature is at least 35°F and rising or is at least 40°F. Cease operations if the 24-hour projected air temperature is less than 32°F for more than 4 hours. The temperature will be taken in the shade and away from artificial heat. Suspend operations when the Engineer determines that weather conditions are unsuitable.

Minimize dust and scattering by wind. Do not apply lime or FA when wind conditions, in the opinion of the Engineer, cause blowing lime or FA to become dangerous to traffic or objectionable to adjacent property owners.

During the interval between application and mixing, sections treated with hydrated lime or fly ash that have been exposed to the open air for a period of 6 hr. or more, or that experience excessive loss due to washing or blowing, will not be accepted for payment.

After mixing and required mellowing, the Engineer may sample the mixture at roadway moisture and test in accordance with [Tex-101-E](#), Part III, to determine compliance with the gradation requirements in Table 1.

Table 1
Gradation Requirements (Minimum % Passing)

Sieve Size	Base	Subgrade
1-3/4"	100	100
3/4"	85	85
#4	—	60

- 4.3.1. **Application of Lime.** Uniformly apply lime using dry or slurry placement as shown on the plans or as directed. Add lime at the percentage determined in Section 265.2.7., "Mix Design." Apply lime only on an area where mixing can be completed during the same working day.
- 4.3.1.1. **Dry Placement.** Before applying lime, bring the prepared roadway to approximately 2 percentage points above optimum moisture content. When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of hydrated lime or pebble-grade quicklime with approved equipment. Only hydrated lime may be distributed by bag. Do not use a motor grader to spread hydrated lime.
- 4.3.1.2. **Slurry Placement.** Provide slurry free of objectionable materials, at or above the approved minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry to the jobsite or prepare lime slurry at the jobsite or other approved location by using hydrated lime or quicklime, as specified. When dry quicklime is applied as slurry, use 80% of the amount shown on the plans.
- Distribute slurry uniformly by making successive passes over a measured section of roadway until the specified lime content is reached. Uniformly spread the residue from quicklime slurry over the length of the roadway being processed unless otherwise directed.
- 4.3.2. **Mixing of Lime.** Begin mixing within 6 hr. of lime application. Thoroughly mix the material and lime using approved equipment. When treating subgrade, bring the moisture content above the optimum moisture content to insure adequate chemical reaction of the lime and subgrade materials. Allow the mixture to mellow for 1 to 4 days as directed. When pebble-grade quicklime is used, allow the mixture to mellow for 2 to 4 days as directed. Sprinkle the treated materials during the mixing and mellowing operation, as directed, to achieve adequate hydration and proper moisture content. When the material to be treated has a sulfate content greater than 3,000 ppm but less than or equal to 7,000 ppm, mellow for a minimum of 7 days. Maintain in a continuously moist condition by sprinkling in accordance with Item 204, "Sprinkling." After mellowing, resume mixing until a homogeneous, friable mixture is obtained.
- 4.3.3. **Application of Fly Ash.** Uniformly apply FA in dry form unless otherwise approved. Apply at the percentage determined in Section 265.2.7., "Mix Design." Apply FA only on that area where the mixing and compacting operations can be completed during the same working day. Do not use a motor grader to spread FA.
- For LFA treatment, begin FA application within 4 days after the lime mixing operation has been completed unless otherwise approved.
- 4.3.4. **Mixing of Fly Ash.** Thoroughly dry-mix the material and fly ash using approved equipment until a loose, homogeneous mixture is obtained. Sprinkle in accordance with Item 204, "Sprinkling," as directed, to achieve adequate mixing and hydration moisture. Prevent formation of fly ash balls.
- 4.3.5. **Final Mixture.** After mixing and required mellowing, the Engineer may sample the mixture at roadway moisture and test in accordance with [Tex-101-E](#), Part III, to determine compliance with the gradation requirements in Table 1.

- 4.4. **Compaction.** Compact immediately after mixing the last stabilizing agent. Use density control unless otherwise shown on the plans. Complete all compaction operations within 6 hr. of FA application for type FS and within 2 hr. when using type CS. Multiple lifts are permitted when shown on the plans or approved by the Engineer. Sprinkle the treated material in accordance with Item 204, "Sprinkling," or aerate to bring each layer to the moisture content directed. Measure the moisture content of the material in accordance with [Tex-115-E](#) or [Tex-103-E](#) during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed.

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 to 6 mph as directed.

Before final acceptance, the Engineer will select the locations of tests in each unit and measure the treated depth in accordance with [Tex-140-E](#). Correct areas deficient by more than 1/2 in. in thickness or more than 1/2% in target lime or fly ash content by adding lime or fly ash as required, reshaping, recompacting, and refinishing at the Contractor's expense.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Rework in accordance with Section 265.4.5., "Reworking a Section." Perform the work at no additional expense to the Department.

- 4.4.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.
- 4.4.2. **Density Control.** The Engineer will determine roadway density of completed sections in accordance with [Tex-115-E](#). Perform measurements immediately following completion of layer compaction. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.
- 4.4.2.1. **Subgrade.** Compact to at least 95% of the maximum density determined in accordance with [Tex-127-E](#) unless otherwise shown on the plans.
- 4.4.2.2. **Base.** Compact the bottom course to at least 95% of the maximum density determined in accordance with [Tex-127-E](#) unless otherwise shown on the plans. Compact subsequent courses treated under this Item to at least 98% of the maximum density determined in accordance with [Tex-127-E](#) unless otherwise shown on the plans.
- 4.5. **Reworking a Section.** Reworking includes loosening, adding material or removing unacceptable material if necessary, mixing as directed, compacting, and finishing. The Contractor has the option of removing failing material and replacing it with acceptable material.

Add LFA when reworking LFA-treated sections, or FA when reworking FA-treated sections, at the rate of at least 25% of the percentage determined in Section 265.2.7., "Mix Design," as directed. When repulverization of the failing section is not achievable, remove failing material and replace with acceptable treated material.

When density control is specified, determine a new maximum density of the reworked material in accordance with [Tex-127-E](#), and compact in accordance with Section 265.4.4.2., "Density Control." Compact as directed when ordinary compaction is specified.

- 4.6. **Finishing.** Complete finishing operations within 2 hr. after final compaction. Immediately after completing compaction of the final course, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. When finishing treated base, use a steel wheel roller before rolling with the pneumatic tire roller. Add small

increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades.

Finish grade of constructed subgrade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.

Correct grade deviations of constructed base greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Remove excess material, reshape, and roll with a pneumatic-tire roller. Correct as directed if material is more than 1/4 in. low. Do not surface patch.

- 4.7. **Curing.** Cure by maintaining in a thorough and continuously moist condition by sprinkling in accordance with Item 204, "Sprinkling." When permitted, cure with an asphalt material applied at a rate of 0.05 to 0.20 gal. per square yard as approved. Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved.
- 4.7.1. **FA or LFA-Treated Sections with FS.** Cure the finished section for 7 days before adding another course or opening to traffic unless otherwise directed. Apply subsequent courses within 14 calendar days of completion of final compaction of the underlying treated course unless otherwise approved.
- 4.7.2. **FA-Treated Sections with CS.** Cure the finished section for at least 24 hr. before opening to traffic unless otherwise directed. Curing may be accomplished by placing material to be used in the subsequent course instead of moist-curing. Allow the treated course to dry for at least 48 hr. before applying a prime coat.

5. MEASUREMENT

- 5.1. **Lime.** When lime is furnished in trucks, the weight of lime will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."
- When lime is furnished in bags, each bag must indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight.
- 5.1.1. **Hydrated Lime.**
- 5.1.1.1. **Dry.** Lime will be measured by the ton (dry weight).
- 5.1.1.2. **Slurry.** Lime will be measured by the ton (dry weight) of the hydrated lime used to prepare the lime slurry at the jobsite.
- 5.1.2. **Commercial Lime Slurry.** Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.
- 5.1.3. **Quicklime.**
- 5.1.3.1. **Dry.** Lime will be measured by the ton (dry weight).
- 5.1.3.2. **Slurry.** Lime slurry will be measured by the ton (dry weight) of the quicklime used to prepare the slurry, multiplied by a conversion factor of 1.28 to give the quantity of equivalent hydrated lime, which will be the basis of payment.
- 5.2. **Fly Ash.** FA will be measured by the ton (dry weight). When FA is furnished in trucks, the weight of FA will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

When fly ash is furnished in bags, each bag must indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight.

- 5.3. **FA and LFA Treatment.** FA and LFA treatment will be measured by the square yard of surface area. The dimensions for determining the surface area are established by the widths shown on the plans and the lengths measured at placement.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 265.6.1., "Lime"; Section 265.6.2., "Fly Ash"; and Section 265.6.3., "FA and LFA Treatment."

Furnishing and delivering new base will be paid for in accordance with Section 247.6.2., "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will be paid for under Section 265.6.3., "FA and LFA Treatment." Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Asphalt used solely for curing will not be paid for directly but will be subsidiary to this Item. Asphalt placed for curing and priming will be paid for under Item 310, "Prime Coat."

Lime and FA used for reworking a section in accordance with Section 265.4.5., "Reworking a Section," will not be paid for directly but will be subsidiary to this Item.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Where subgrade to be treated under this Contract has sulfates greater than 7,000 ppm, work will be paid for in accordance with Article 4.4., "Changes in the Work."

- 6.1. **Lime.** Lime will be paid for at the unit price bid for "Lime" of the specified type (Hydrated (Dry), Hydrated (Slurry), Commercial Lime Slurry, Quicklime (Dry), Quicklime (Slurry)). This price is full compensation for furnishing lime.
- 6.2. **Fly Ash.** FA will be paid for at the unit price bid for "Fly Ash" of the type specified. This price is full compensation for furnishing FA.
- 6.3. **FA and LFA Treatment.** FA and LFA treatment will be paid for at the unit price bid for "LFA Treated Subgrade," "FA Treated Subgrade," "LFA Treatment for Base Courses (Existing Base)," "FA Treatment for Base Courses (Existing Base)," "LFA Treatment for Base Courses (New Base)," "FA Treatment for Base Courses (New Base)," "LFA Treatment for Base Courses (New and Existing Base)," and "FA Treatment for Base Courses (New and Existing Base)," for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, applying LFA, compacting, finishing, curing including curing materials, water, drying, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, reworking if required, preparing secondary subgrade, equipment, labor, tools, and incidentals.

Item 275

Cement Treatment (Road-Mixed)



1. DESCRIPTION

Mix and compact cement, water, and subgrade or base (with or without asphalt concrete pavement) in the roadway.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer will verify that the specification requirements are met before the sources can be used. The Engineer may sample and test project materials at any time before compaction. Use [Tex-100-E](#) for material definitions.

- 2.1. **Cement.** Furnish hydraulic cement that meets the requirements of [DMS-4600](#), "Hydraulic Cement," and the Department's *Hydraulic Cement Quality Monitoring Program* (HCQMP). Sources not on the HCQMP will require testing and approval before use.
- 2.2. **Subgrade.** The Engineer will determine the sulfate content in accordance with [Tex-145-E](#) and organic content in accordance with [Tex-148-E](#) before cement treatment begins. Suspend operations when material to be treated has a sulfate content greater than 7,000 ppm or an organic content greater than 1.0% and proceed as directed.
- 2.3. **Flexible Base.** Unless otherwise shown on the plans, furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of cement.
- 2.4. **Water.** Furnish water free of industrial waste and other objectionable material.
- 2.5. **Asphalt.** When permitted for curing purposes, furnish asphalt or emulsion that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or directed.
- 2.6. **Mix Design.** The Engineer will determine the target cement content and optimum moisture content to produce a stabilized mixture that meets the strength requirements shown on the plans. The mix will be designed in accordance with [Tex-120-E](#) or will be based on prior experience with the project materials. The Contractor may propose a mix design developed in accordance with [Tex-120-E](#). Meet strength requirements when shown on the plans. The Engineer will use [Tex-120-E](#) to verify the Contractor's proposed mix design before acceptance. Reimburse the Department for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. Limit the amount of recycled asphalt pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

- 3.1. **Cement Storage Facility.** Store cement in closed, weatherproof containers.
- 3.2. **Cement Slurry Equipment.** Use slurry tanks equipped with agitation devices to slurry cement on the project or other approved location. The Engineer may approve other slurring methods. Provide a pump for agitating

the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with an approved sampling device.

- 3.3. **Dry Cement Distribution Equipment.** Provide equipment to spread cement evenly across the area to be treated. Provide equipment with a rotary vane feeder when shown on the plans.
- 3.4. **Pulverization Equipment.** Provide pulverization equipment that:
- cuts and pulverizes material uniformly to the proper depth with cutters that will plane to a uniform surface over the entire width of the cut,
 - provides a visible indication of the depth of cut at all times, and
 - uniformly mixes the materials.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

- 4.1. **Preparation of Subgrade or Existing Base for Treatment.** Before treating, remove existing asphalt concrete pavement in accordance with pertinent Items and the plans or as directed. Shape existing material in accordance with applicable bid items to conform to the typical sections shown on the plans and as directed.

When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying existing material. Correct soft spots as directed.

Provide the borrow source location well in advance when material is imported, to allow time for testing and approval to avoid delay to the project. Stockpile as directed. The Engineer will test the borrow source and determine the sulfate and organic contents. When the borrow source has a sulfate content greater than 3,000 ppm or an organic content greater than 1.0%, proceed as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new material in the required amount per station. Manipulate and thoroughly mix new base with existing material to provide a uniform mixture to the specified depth before shaping.

- 4.2. **Pulverization.** Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2 in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.
- 4.3. **Application of Cement.** Uniformly apply cement using dry placement unless otherwise shown on the plans. Add cement at the percentage determined in Section 275.2.6., "Mix Design." Apply cement only on an area where mixing, compacting, and finishing can be completed during the same working day.
- Start cement application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when the Engineer determines that weather conditions are unsuitable.
- 4.3.1. **Dry Placement.** Before applying cement, bring the prepared roadway to approximately optimum moisture content. When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of dry cement with approved equipment. Minimize dust and scattering of cement by wind. Do not apply cement when wind conditions, in the opinion of the Engineer, cause blowing cement to become dangerous to traffic or objectionable to adjacent property owners.
- 4.3.2. **Slurry Placement.** Mix the required quantity of cement with water, as approved. Provide slurry free of objectionable materials and with a uniform consistency that can be easily applied. Agitate the slurry

continuously. Apply slurry within 2 hours of adding water and when the roadway is at a moisture content drier than optimum. Distribute slurry uniformly by making successive passes over a measured section of the roadway until the specified cement content is reached.

- 4.4. **Mixing.** Thoroughly mix the material and cement using approved equipment. Mix until a homogeneous mixture is obtained. Sprinkle the treated materials during the mixing operation, as directed, to maintain optimum mixing moisture. Spread and shape the completed mixture in a uniform layer.

After mixing, the Engineer may sample the mixture at roadway moisture and test in accordance with [Tex-101-E](#), Part III, to determine compliance with the gradation requirements in Table 1. When strength requirements are shown on the plans, the Engineer may sample the mixture to verify strength in accordance with [Tex-120-E](#) and adjust cement content to achieve the target strength for work going forward.

Table 1
Gradation Requirements Minimum % Passing

Sieve Size	Base	Subgrade
1-3/4"	100	100
3/4"	85	85
#4	–	60

- 4.5. **Compaction.** Compact the mixture in one lift using density control unless otherwise shown on the plans. Complete compaction within 2 hours after the application of water to the mixture of material and cement.

Sprinkle the treated material in accordance with Item 204, "Sprinkling," or aerate the treated material to adjust the moisture content during compaction so that it is within 2.0 percentage points of optimum as determined by [Tex-120-E](#). Measure the moisture content of the material in accordance with [Tex-115-E](#) or [Tex-103-E](#) during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Adjust operations as required.

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph, as directed.

Before final acceptance, the Engineer will select the locations of tests in each unit and measure the treated depth in accordance with [Tex-140-E](#). Correct areas deficient by more than 1/2 in. in thickness or more than 1/2% in target cement content by adding cement as required, reshaping, re-compacting, and refinishing at the Contractor's expense.

Remove or rework areas that lose required stability, compaction, or finish, as directed. When a section is reworked more than 4 hr. after completion of compaction, add additional cement as directed. Provide additional work and material at no additional cost to the Department.

- 4.5.1. **Ordinary Compaction.** Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.

- 4.5.2. **Density Control.** Achieve at least 95% of the maximum density determined in accordance with [Tex-120-E](#) when compaction is complete. The Engineer will determine roadway density and moisture content in accordance with [Tex-115-E](#). The Engineer may verify strength in accordance with [Tex-120-E](#) and adjust cement content to achieve the target strength for work going forward. Remove material that does not meet density requirements or rework by adding the target cement content, reshaping, recompacting, and refinishing at the Contractor's expense.

The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.6. **Finishing.** Immediately after completing compaction, clip, skin, or tight-blade the surface of the cement treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Roll the clipped surface immediately with a pneumatic-tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines and grades shown on the plans or as directed.

Finish grade of constructed subgrade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.

Correct grade deviations of constructed base greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Remove excess material, reshape, and roll with a pneumatic-tire roller. Correct as directed if material is more than 1/4 in. low. Do not surface patch.

- 4.7. **Microcracking.** When shown on the plans, maintain moisture content of the finished cement treated base for a period of 24 to 48 hr. During this time, but not sooner than 24 hr., roll the finished course with a vibratory roller to induce microcracking. The vibratory roller must be in accordance with Item 210, "Rolling," with a static weight equal to or more than 12 tons and the vibratory drum must be not less than 20 in. wide. The roller must travel at a speed of 2 mph, vibrating at maximum amplitude, and make 2 to 4 passes with 100% coverage exclusive of the outside 1 ft. of the surface crown, unless otherwise directed by the Engineer. Additional passes may be required to achieve the desired crack pattern as directed. Notify the Engineer 24 hours before the microcracking begins.
- 4.8. **Curing.** Cure for at least 3 days by sprinkling in accordance with Item 204, "Sprinkling," or by applying an asphalt material at the rate of 0.05 to 0.20 gal. per square yard, as shown on the plans or directed. When a section is microcracked, cure section for an additional 2 days after microcracking. Maintain the moisture content during curing at no lower than 2 percentage points below optimum. Continue curing until placing another course.

5. MEASUREMENT

- 5.1. **Cement.** Cement will be measured by the ton (dry weight). When cement is furnished in trucks, the weight of cement will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

When cement is furnished in bags, indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight.

Cement slurry will be measured by the ton (dry weight) of the cement used to prepare the slurry at the jobsite or from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.

- 5.2. **Cement Treatment.** Cement treatment will be measured by the square yard of surface area. The dimensions for determining the surface areas are established by the widths shown on the plans and lengths measured at placement.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 275.5.1., "Cement," and Section 275.5.2., "Cement Treatment."

Furnishing and delivering new base will be paid for in accordance with Section 247.6.2., "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will be paid for under Section 275.6.2., "Cement Treatment." Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Sprinkling and rolling, except proof-rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans. When proof-rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Where subgrade to be treated under this Contract has sulfates greater than 7,000 ppm, work will be paid for in accordance with Article 4.4., "Changes in the Work."

Asphalt used solely for curing will not be paid for directly but will be subsidiary to this Item. Asphalt placed for the purpose of curing and priming will be paid for under Item 310, "Prime Coat."

- 6.1. **Cement.** Cement will be paid for at the unit price bid for "Cement." This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.
- 6.2. **Cement Treatment.** Cement treatment will be paid for at the unit price bid for "Cement Treatment (Existing Material)," "Cement Treatment (New Base)," or "Cement Treatment (Mixing Existing Material and New Base)," for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, applying cement, compacting, microcracking, finishing, curing, curing materials, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

Item 276

Cement Treatment (Plant-Mixed)



1. DESCRIPTION

Construct a base course composed of flexible base, hydraulic cement, and water, mixed in an approved plant.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of proposed sources of materials and of changes in material sources. The Engineer will verify that the specification requirements are met before the sources can be used. The Engineer may sample and test project materials at any time before compaction. Use [Tex-100-E](#) for material definitions.

- 2.1. **Cement.** Furnish hydraulic cement that meets the requirements of [DMS-4600](#), "Hydraulic Cement," and the Department's *Hydraulic Cement Quality Monitoring Program* (HCQMP). Sources not on the HCQMP will require testing and approval before use.
- 2.2. **Flexible Base.** Furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of cement.
- 2.3. **Water.** Furnish water that is free of industrial waste and other objectionable material.
- 2.4. **Asphalt.** Furnish asphalt or emulsion that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions," when permitted for curing purposes as shown on the plans or as directed.
- 2.5. **Mix Design.** Using the materials proposed for the project, the Engineer will determine the target cement content and optimum moisture content necessary to produce a stabilized mixture meeting the strength requirements shown in Table 1 for the class specified on the plans. The mix will be designed in accordance with [Tex-120-E](#). The Contractor may propose a mix design developed in accordance with [Tex-120-E](#). The Engineer will use [Tex-120-E](#) to verify the Contractor's proposed mix design before acceptance. The Engineer may use project materials sampled from the plant or the quarry, and sampled by the Engineer or the Contractor, as determined by the Engineer. Limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

Table 1
Strength Requirements

Class	7-Day Unconfined Compressive Strength, Min psi
L	500
M	300
N	As shown on the plans

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

- 3.1. **Cement Storage Facility.** Store cement in closed, weatherproof containers.

- 3.2. **Mixing Plant.** Provide a stationary pugmill, weigh-batch, or continuous mixing plant as approved. Equip plants with automatic proportioning and metering devices that produce a uniform mixture of base material, cement, and water in the specified proportions.
- 3.3. **Spreader Equipment.** Provide equipment that will spread the cement-treated mixture in a uniform layer in 1 pass when shown on the plans. Equip spreaders with electronic grade controls when shown on the plans.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or established by the Engineer. Start placement operations only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend operations when the Engineer determines that weather conditions are unsuitable.

- 4.1. **Mixing.** Thoroughly mix materials in the proportions designated on the mix design, in a mixing plant that meets the requirements of Section 276.3.2., "Mixing Plant." Mix at optimum moisture content, unless otherwise directed, until a homogeneous mixture is obtained. Do not add water to the mixture after mixing is completed unless directed. The Engineer may sample the mixture to verify strength in accordance with [Tex-120-E](#) and adjust cement content to achieve the target strength for work going forward.

- 4.2. **Placing.** Place the cement-treated base on a subgrade or base prepared in accordance with details shown on the plans. Bring the prepared roadway to the moisture content directed. Haul cement-treated base to the roadway in clean trucks and begin placement immediately. Place cement-treated base only on an area where compacting and finishing can be completed during the same working day. Spread and shape in a uniform layer with an approved spreader. Construct individual layers to the thickness shown on the plans. Maintain the shape of the course by blading. Correct or replace segregated areas as directed, at no additional expense to the Department.

Construct vertical joints between new cement-treated base and cement-treated base that has been in place 4 hr. or longer. The vertical face may be created by using a header or by cutting back the face to approximately vertical. Place successive base courses using the same methods as the first course. Offset construction joints by at least 6 in.

- 4.3. **Compaction.** Compact each layer immediately after placing. Complete compaction within 2 hr. after plant-mixing water with dry material. Complete compaction of the final lift within 5 hr. after adding water to the treated base used in the first lift when multiple lifts are permitted.

Moisture content in the mixture at the plant may be adjusted so that during compaction it is within 2.0 percentage points of optimum as determined by [Tex-120-E](#). Measure the moisture content of the material in accordance with [Tex-115-E](#) or [Tex-103-E](#) during compaction daily and report the results the same, unless otherwise shown on the plans or directed. Maintain uniform moisture content by sprinkling the treated material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph, as directed.

Achieve at least 95% of maximum density determined in accordance with [Tex-120-E](#) when compaction is complete. The Engineer will determine roadway density and moisture content in accordance with [Tex-115-E](#). Remove material that does not meet density requirements. Remove areas that lose required stability, compaction, or finish. Replace with cement-treated mixture, compact, and test in accordance with density control methods.

The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** Clip, skin, or tight blade the surface of the cement-treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. immediately after completing compaction. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.

Trim grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Remove excess material, reshape, and then roll with a pneumatic tire roller. Correct as directed if material is more than 1/4 in. low. Do not surface patch.

- 4.5. **Microcracking.** Maintain moisture content of the finished cement-treated base for a period of 24 to 48 hr. when shown on the plans. Roll the finished course with a vibratory roller to induce microcracking during this time, but not sooner than 24 hrs. The vibratory roller must be in accordance with Item 210, "Rolling," with a static weight equal to or more than 12 tons and the vibratory drum must be not less than 20 in. wide. The roller must travel at a speed of 2 mph, vibrating at maximum amplitude, and make 2 to 4 passes with 100% coverage exclusive of the outside 1 ft. of the surface crown, unless otherwise directed by the Engineer. Additional passes may be required to achieve the desired crack pattern as directed. Notify the Engineer 24 hr. before the microcracking begins.
- 4.6. **Curing.** Cure for at least 3 days by sprinkling in accordance with Item 204, "Sprinkling," or by applying an asphalt material at the rate of 0.05 to 0.20 gal. per square yard, as shown on the plans or directed. When a section is microcracked, cure section for an additional 2 days after microcracking. Maintain the moisture content during curing at no lower than 2 percentage points below optimum. Continue curing until placing another course.

5. MEASUREMENT

Cement-treated base will be measured by the ton, cubic yard, or square yard as a composite mixture of cement, flexible base, and recycled materials.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for 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.

Measurement is further defined for payment as follows:

- 5.1. **Cubic Yard in Vehicles.** Cement-treated base will be measured by the cubic yard in vehicles as delivered on the road.
- 5.2. **Cubic Yard in Final Position.** Cement-treated base will be measured by the cubic yard in its completed and accepted final position. The volume of each course will be computed in-place between the original subgrade surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans, and calculated by the method of average end areas.
- 5.3. **Square Yard.** Cement-treated base will be measured by the square yard of surface area. The dimensions for determining the surface area are established by the dimensions shown on the plans.
- 5.4. **Ton.** Cement-treated base will be measured by the ton (dry weight) in vehicles as delivered on the road. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from

the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with [Tex-103-E](#) from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at an approved location. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

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 "Cement Treatment (Plant-Mix)" of the class (strength), flexible base type, grade, and thickness (for square yard measurement) specified. For cubic yard measurement, "In Vehicle" or "In Final Position" will be specified. This price is full compensation for furnishing and disposing of materials (including cement and base); storing, mixing, hauling, placing, sprinkling, compacting, microcracking, finishing, curing, and maintaining and reworking treated base; and equipment, labor, tools, and incidentals.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans. When proof rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade or base courses are constructed under this Contract, correction of soft spots will be at the Contractor's expense. Where subgrade or base is not constructed under this Contract, correction of soft spots will be paid for in accordance with pertinent Items and Article 4.4., "Changes in the Work."

Asphalt used solely for curing will not be paid for directly but will be subsidiary to this Item. Asphalt placed for curing and priming will be paid for under Item 310, "Prime Coat."

Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Thickness Measurement for Cubic Yard In Final Position and Square Yard Payment Adjustment.** Before final acceptance, the Engineer will select the locations of tests within each unit and measure the treated base depths in accordance with [Tex-140-E](#).
- 6.1.1. **Units for Payment Adjustment.**
 - 6.1.1.1. **Roadways and Shoulders.** Units for applying a payment adjustment for thickness to roadways and shoulders are defined as 1,000 ft. of treated base in each placement width. The last unit in each placement width will be 1,000 ft. plus the fractional part of 1,000 ft. remaining. Placement width is the width between longitudinal construction joints. For widening, the placement width is the average width placed of the widened section that is deficient in thickness.
 - 6.1.1.2. **Ramps and Other Areas.** Units are defined as 2,000 sq. yd. or fraction thereof for establishing an adjusted unit price for ramps, intersections, irregular sections, crossovers, entrances, partially completed units, transitions to ramps, and other areas designated by the Engineer.
- 6.1.2. **Price Adjustments of Deficient Areas.**
 - 6.1.2.1. **Thickness Deficiency \leq 1.0 in.** Table 2 will govern the price adjustment for each unit with deficient areas \leq 1.0 in.

Table 2
Measurements and Price Adjustment for Each Unit

Thickness Deficiency	Additional Measurements	Average Thickness Deficiency of 3 Measurements		Price Adjustment
≤ 0.5 in.	None	N/A		Full Payment
> 0.5 in.	2	≤ 0.5 in.		Full Payment
		> 0.5 in.	≤ 0.8 in.	75% Payment
		> 0.8 in.	≤ 1.0 in.	50% Payment
		> 1.0 in.		In accordance with Section 276.6.1.2.2., "Thickness Deficiency ≥ 1.0 in."

- 6.1.2.2. **Thickness Deficiency ≥ 1.0 in.** Remove and replace areas of treated base found deficient in thickness by more than 1.0 in., unless otherwise approved. Take exploratory measurements at 50-ft. intervals parallel to the centerline in each direction from the deficient measurement until a measurement is not deficient by more than 1.0 in. The minimum limit of non-pay will be 100 ft.
- 6.2. **Excess Thickness and Width.** For cubic yard in final position and square yard measurement, no additional payment will be made for thickness or width exceeding that shown on the plans.

Item 340

Dense-Graded Hot-Mix Asphalt (Small Quantity)



1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This specification is intended for small quantity (SQ) HMA projects, typically under 5,000 tons total production.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

- 2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

- 2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) ([Tex-499-A](#)) is listed in the BRSQC.

- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities.

The Engineer may test the intermediate aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

- 2.1.3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F, Part I	1.5
Decantation, %, Max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count, ² %, Min	Tex-460-A, Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Combined Aggregate³		
Sand equivalent, %, Min	Tex-203-F	45

1. Not used for acceptance purposes. Optional test used by the Engineer as an indicator of the need for further investigation.
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

- 2.2. **Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:
- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
 - does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
 - meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

- 2.3. **Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.
- 2.4. **Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.
- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with [Tex-500-C](#), Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will obtain the sample from the asphalt distributor immediately before use.

2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation, such as the bill of lading, showing the quantity of additives used in the project unless otherwise directed.

2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with [Tex-236-F](#). The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- **Surface.** The final HMA lift placed at or near the top of the pavement structure;
- **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
- **Base.** Mixtures placed greater than 8.0 in. from the riding surface.

2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve. Fractionated RAP is defined as 2 or more RAP stockpiles, divided into coarse and fine fractions.

Use of Contractor-owned RAP, including HMA plant waste, is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

The coarse RAP stockpile will contain only material retained by processing over a 3/8-in. or 1/2-in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8-in. or 1/2-in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in.

or 1/2-in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP¹

Maximum Allowable Fractionated RAP ² (%)			Maximum Allowable Unfractionated RAP ³ (%)		
Surface	Intermediate	Base	Surface	Intermediate	Base
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2.7.2.

RAS. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with [Tex-200-F](#), Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with [Tex-217-F](#), Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8.

Substitute Binders. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders;" and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder ¹ to Total Binder (%)		
		Surface	Intermediate	Base
HMA				
76-22 ²	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22 ²	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22 ²	58-28	30.0	35.0	40.0
76-28 ²	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28 ²	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28 ²	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
WMA³				
76-22 ²	70-22 or 64-22	30.0	35.0	40.0
70-22 ²	64-22 or 58-28	30.0	35.0	40.0
64-22 ⁴	58-28	30.0	35.0	40.0
76-28 ²	70-28 or 64-28	30.0	35.0	40.0
70-28 ²	64-28 or 58-28	30.0	35.0	40.0
64-28 ⁴	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 340.2.6.2., "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a pre-paving meeting with the Engineer on or before the first day of paving unless otherwise directed.

- 4.1. **Certification.** Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist.

Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels

Test Description	Test Method	Contractor	Engineer	Level ¹
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A
Dry sieve	Tex-200-F , Part I	✓	✓	1A
Washed sieve	Tex-200-F , Part II	✓	✓	1A
Deleterious material	Tex-217-F , Parts I & III	✓	✓	1A
Decantation	Tex-217-F , Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	2
Crushed face count	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C , Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C , Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA ² (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors ³	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg Wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F		✓	1A
Molding (SGC)	Tex-241-F		✓	1A
Laboratory-molded density	Tex-207-F		✓	1A
VMA ² (calculation only)	Tex-204-F		✓	1A
Rice gravity	Tex-227-F		✓	1A
Gradation & asphalt binder content ³	Tex-236-F		✓	1A
Moisture content	Tex-212-F		✓	1A
Hamburg Wheel test	Tex-242-F		✓	2
Boil test	Tex-530-C		✓	1A
5. Placement Testing				
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F		✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Ride quality measurement	Tex-1001-S	✓	✓	Note 4

1. Level 1A, 1B, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
2. Voids in mineral aggregates.
3. Refer to Section 340.4.8.3., "Production Testing," for exceptions to using an ignition oven.
4. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2.

Reporting, Testing, and Responsibilities. Use Department-provided templates to record and calculate all test data pertaining to the mixture design. The Engineer will use Department templates for any production and placement testing. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer.

The maximum allowable time for the Engineer to exchange test data with the Contractor is as given in Table 7 unless otherwise approved. The Engineer will immediately report to the Contractor any test result that requires suspension of production or placement or that fails to meet the specification requirements.

Subsequent mix placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Production Testing			
Gradation	Engineer	Contractor	1 working day of completion of the test
Asphalt binder content			
Laboratory-molded density			
VMA (calculation)			
Hamburg Wheel test			
Moisture content			
Boil test			
Binder tests			
Placement Testing			
In-place air voids	Engineer	Contractor	1 working day of completion of the test ¹

1. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

4.3. Mixture Design.

4.3.1. **Design Requirements.** The Contractor may design the mixture using a Texas Gyrotory Compactor (TGC) or a Superpave Gyrotory Compactor (SGC) unless otherwise shown on the plans. Use the dense-graded design procedure provided in [Tex-204-F](#). Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.3.1.1. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.3.1.2. **Design Number of Gyration (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test in accordance with [Tex-242-F](#), and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;

- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0 ¹	–	–	–	–
1-1/2"	98.0–100.0	100.0 ¹	–	–	–
1"	78.0–94.0	98.0–100.0	100.0 ¹	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0 ¹	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0 ¹
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (TGC)	Tex-207-F	96.5 ¹
Design gyrations (N _{design} for SGC)	Tex-241-F	50 ²
Indirect tensile strength (dry), psi	Tex-226-F	85–200 ³
Boil test ⁴	Tex-530-C	–

1. Increase to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
2. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm ¹ Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000 ²
PG 70		15,000 ³
PG 76 or higher		20,000

1. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the N_{design} level (SGC) to no less than 35 gyrations.
2. May be decreased to no less than 5,000 passes when shown on the plans.
3. May be decreased to no less than 10,000 passes when shown on the plans.

4.3.2.

Job-Mix Formula Approval. The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or N_{design} level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When

WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test if opting to have the Department perform the test. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise determined. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven used for production testing in accordance with [Tex-236-F](#).

The Engineer will use a TGC calibrated in accordance with [Tex-914-K](#) in molding production samples. Provide an SGC at the Engineer's field laboratory for use in molding production samples if the SGC is used to design the mix.

The Engineer may perform [Tex-530-C](#) and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

4.3.3. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, the adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of the current JMF listed in Table 11.

The Engineer may adjust the asphalt binder content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be within master grading limits in Table 8	±5.0 ^{1,2}
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 ^{1,2}
% passing the #200 sieve			±2.0 ^{1,2}
Asphalt binder content, %	Tex-236-F	±0.5	±0.3 ²
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0
VMA, %, min	Tex-204-F	Note 3	Note 3

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
2. Only applies to mixture produced for Lot 1 and higher.
3. Mixture is required to meet Table 8 requirements.

4.4. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.4.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and

discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

- 4.4.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced above 350°F.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. The Engineer may determine the moisture content by oven-drying in accordance with [Tex-212-F](#), Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. The Engineer will obtain the sample immediately after discharging the mixture into the truck, and will perform the test promptly.

- 4.5. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 340.4.6.3.2., "Hauling Equipment." Use other hauling equipment only when allowed.

- 4.6. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket unless otherwise directed. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.

Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 12
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 4.6.1. **Weather Conditions.** Place mixture when the roadway surface temperature is at or above 60°F unless otherwise approved. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.
- 4.6.2. **Tack Coat.** Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.
- 4.6.3. **Lay-Down Operations.**
- 4.6.3.1. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.
- 4.6.3.2. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability unless otherwise allowed.
- 4.6.3.3. **Screed Heaters.** Turn off screed heaters, to prevent overheating of the mat, if the paver stops for more than 5 min.
- 4.7. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids.
- Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.
- Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.
- Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.
- Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.8. **Production Acceptance.**

4.8.1. **Production Lot.** Each day of production is defined as a production lot. Lots will be sequentially numbered and correspond to each new day of production. Note that lots are not subdivided into sublots for this specification.

4.8.2. **Production Sampling.**

4.8.2.1. **Mixture Sampling.** The Engineer may obtain mixture samples in accordance with [Tex-222-F](#) at any time during production.

4.8.2.2. **Asphalt Binder Sampling.** The Engineer may obtain or require the Contractor to obtain 1 qt. samples of the asphalt binder at any time during production from a port located immediately upstream from the mixing drum or pug mill in accordance with [Tex-500-C](#), Part II. The Engineer may test any of the asphalt binder samples to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

4.8.3. **Production Testing.** The Engineer will test at the frequency listed in the Department's *Guide Schedule of Sampling and Testing* and this specification. The Engineer may suspend production if production tests do not meet specifications or are not within operational tolerances listed in Table 11. Take immediate corrective action if the Engineer's laboratory-molded density on any sample is less than 95.0% or greater than 98.0%, to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may use alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#) does not yield reliable results. Use the applicable test procedure if an alternate test method is selected.

**Table 13
Production and Placement Testing**

Description	Test Method
Individual % retained for #8 sieve and larger	Tex-200-F
Individual % retained for sieves smaller than #8 and larger than #200	or
% passing the #200 sieve	Tex-236-F
Laboratory-molded density	Tex-207-F
Laboratory-molded bulk specific gravity	
In-Place air voids	
VMA	Tex-204-F
Moisture content	Tex-212-F , Part II
Theoretical maximum specific (Rice) gravity	Tex-227-F
Asphalt binder content	Tex-236-F
Hamburg Wheel test	Tex-242-F
Recycled Asphalt Shingles (RAS) ¹	Tex-217-F , Part III
Asphalt binder sampling and testing	Tex-500-C
Tack coat sampling and testing	Tex-500-C , Part III
Boil test	Tex-530-C

1. Testing performed by the Construction Division or designated laboratory.

4.8.3.1. **voids in Mineral Aggregates (VMA).** The Engineer may determine the VMA for any production lot. Take immediate corrective action if the VMA value for any lot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the lot to be left in place without payment.

- 4.8.3.2. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire lot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department-approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

- 4.8.4. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9. **Placement Acceptance.**

- 4.9.1. **Placement Lot.** A placement lot is defined as the area placed during a production lot (one day's production). Placement lot numbers will correspond with production lot numbers.

- 4.9.2. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Compact miscellaneous areas in accordance with Section 340.4.7., "Compaction." Miscellaneous areas are not subject to in-place air void determination except for temporary detours when shown on the plans.

- 4.9.3. **Placement Sampling.** Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement lot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side at each location selected by the Engineer for in-place air void determination unless otherwise shown on the plans. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness.

Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with [Tex-207-F](#) if the core heights meet the minimum untrimmed value listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the date and lot number on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.4. **Placement Testing.** The Engineer may measure in-place air voids at any time during the project to verify specification compliance.

4.9.4.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). Cores not meeting the height requirements in Table 12 will not be tested. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the corresponding theoretical maximum specific gravity to determine the air void content of each core. The Engineer will use the average air void content of the 2 cores to determine the in-place air voids at the selected location.

The Engineer will use the vacuum method to seal the core if required by [Tex-207-F](#). The Engineer will use the test results from the unsealed core if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

Take immediate corrective action when the in-place air voids exceed the range of 3.8% and 8.5% to bring the operation within these tolerances. The Engineer may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids. Areas defined in Section 340.9.2., "Miscellaneous Areas," are not subject to in-place air void determination.

4.9.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement. If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.6. **Ride Quality.** Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Article 340.5., "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt (SQ)" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality, if applicable, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

Item 400

Excavation and Backfill for Structures



1. DESCRIPTION

Excavate for placement and construction of structures and backfill structures. Cut and restore pavement.

2. MATERIALS

Use materials that meet the requirements of the following Items.

- Item 401, "Flowable Backfill,"
- Item 421, "Hydraulic Cement Concrete," and
- [DMS-4600](#), "Hydraulic Cement."

3. CONSTRUCTION

3.1. Excavation.

- 3.1.1. **General.** Excavate to the lines and grades shown on the plans or as directed. Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavations up to 5 ft. deep. Excavation protection for excavations deeper than 5 ft. are governed by Item 402, "Trench Excavation Protection," and Item 403, "Temporary Special Shoring." Use satisfactory excavated material as backfill or as embankment fill in accordance with Item 132, "Embankment." Dispose of material not incorporated into the final project off the right of way in accordance with federal, state, and local regulations.

Keep any topsoil that has been removed separate, and replace it, as nearly as feasible, in its original position when excavating for installation of structures across private property or beyond the limits of the embankment. Restore the area to an acceptable condition.

Excavate drilled shafts in accordance with Item 416, "Drilled Shaft Foundations."

- 3.1.1.1. **Obstructions.** Remove obstructions to the proposed construction, including trees and other vegetation, debris, and structures, over the width of the excavation to a depth of 1 ft. below the bottom of excavation. Remove as required to clear the new structure and plug in an approved manner if abandoned storm drains, sewers, or other drainage systems are encountered. Restore the bottom of the excavation to grade by backfilling after removing obstructions in accordance with this Item. Dispose of surplus materials in accordance with federal, state, and local regulations.

- 3.1.1.2. **Excavation in Streets.** Cut pavement and base to neat lines when structures are installed in streets, highways, or other paved areas. Restore pavement structure after completion of excavation and backfilling.

Maintain and control traffic in accordance with the approved traffic control plan and the TMUTCD.

- 3.1.1.3. **Utilities.** Comply with the requirements of Article 7.15., "Responsibility for Damage Claims." Conduct work with minimum disturbance of existing utilities, and coordinate work in or near utilities with the utility owners. Inform utility owners before work begins, allowing them enough time to identify, locate, reroute, or make other adjustments to utility lines.

Avoid cutting or damaging underground utility lines that are to remain in place. Promptly notify the utility company if damage occurs. Provide temporary flumes across the excavation while open if an active sanitary

sewer line is damaged during excavation, and restore the lines when backfilling has progressed to the original bedding lines of the cut sewer.

- 3.1.1.4. **De-Watering.** Construct or place structures in the presence of water only if approved. Place precast members, pipe, and concrete only on a dry, firm surface. Remove water by bailing, pumping, well-point installation, deep wells, underdrains, or other approved method.

Remove standing water in a manner that does not allow water movement through or alongside concrete being placed if structures are approved for placement in the presence of water. Pump or bail only from a suitable sump separated from the concrete work while placing structural concrete or for a period of at least 36 hr. thereafter. Pump or bail during placement of seal concrete only to the extent necessary to maintain a static head of water within the cofferdam. Pump or bail to de-water inside a sealed cofferdam only after the seal has aged at least 36 hr.

Place a stabilizing material in the bottom of the excavation if the bottom of an excavation cannot be de-watered to the point the subgrade is free of mud or it is difficult to keep reinforcing steel clean. Use flexible base, cement-stabilized base or backfill, lean concrete, or other approved stabilizing material. Provide concrete with at least 275 lb. of cement per cubic yard, if lean concrete is used, and place to a minimum depth of 3 in. Stabilizing material placed for the convenience of the Contractor will be at the Contractor's expense.

- 3.1.2. **Bridge Foundations and Retaining Walls.** Do not disturb material below the bottom of footing grade. Do not backfill to compensate for excavation that has extended below grade. Fill the area with concrete at the time the footing is placed if excavation occurs below the proposed footing grade. Additional concrete placed will be at the Contractor's expense.

Take core samples to determine the character of the supporting materials if requested. Provide an intact sample adequate to judge the character of the founding material. Take these cores when the excavation is close to completion. Cores should be approximately 5 ft. deeper than the proposed founding grade.

Remove loose material if the founding stratum is rock or another hard material, and clean and cut it to a firm surface that is level, stepped, or serrated, as directed. Clean out soft seams, and fill with concrete at the time the footing is placed.

Place the foundation once the Engineer has inspected the excavation and authorized changes have been made to provide a uniform bearing condition if the material at the footing grade of a retaining wall, bridge bent, or pier is a mixture of compressible and incompressible material.

- 3.1.3. **Cofferdams.** The term "cofferdam" designates any temporary or removable structure constructed to hold surrounding earth, water, or both out of the excavation whether the structure is formed of soil, timber, steel, concrete, or a combination of these. Use pumping wells or well points for de-watering cofferdams if required.

Submit details and design calculations for sheet-pile or other types of cofferdams requiring structural members bearing the seal of a licensed professional engineer for review before constructing the cofferdam. The Department reserves the right to reject designs. Design structural systems to comply with the AASHTO *Standard Specifications for Highway Bridges* or AASHTO LRFD *Bridge Design Specifications*. Interior dimensions of cofferdams must provide enough clearance for the construction, inspection, and removal of required forms and, if necessary, enough room to allow pumping outside the forms. Extend sheet-pile cofferdams well below the bottom of the footings, and make concrete seals as well braced and watertight as practicable.

Use Class E concrete for foundation seals unless otherwise specified. Place concrete foundation seals in accordance with Item 420, "Concrete Substructures." Seals placed for the convenience of the Contractor will be at the Contractor's expense.

Make the excavation deep enough to allow for swelling of the material at the base of the excavation during pile-driving operations when the Engineer judges it to be impractical to de-water inside a cofferdam and a

concrete seal is to be placed around piling driven within the cofferdam. Remove swelling material to the bottom of the seal grade after driving the piling. Remove the foundation material to exact footing grades where it is possible to de-water inside the cofferdam without placing a seal after driving piling. Do not backfill a foundation to compensate for excavation that has been extended below grade; fill such areas below grade with concrete at the time the seals or footings are placed.

Remove cofferdams after completing the substructure without disturbing or damaging the structure unless otherwise provided.

- 3.1.4. **Culverts and Storm Drains.** When the design requires special bedding conditions for culverts or storm drains, an excavation diagram will be shown on the plans. Do not exceed these limits of excavation.

Construct pipe structures in an open cut with vertical sides extending to a point 1 ft. above the pipe unless otherwise shown on the plans. When site conditions or the plans do not prohibit sloping the cut, the excavation may be stepped or laid back to a stable slope beginning 1 ft. above the pipe. Maintain the stability of the excavation throughout the construction period.

Construct the embankment for pipe to be installed in fill above natural ground to an elevation at least 1 ft. above the top of the pipe, and then excavate for the pipe.

- 3.1.4.1. **Unstable Material.** Remove the material to a depth of no more than 2 ft. below the grade of the structure when unstable soil is encountered at established footing grade, unless the Engineer authorizes additional depth. Replace soil removed with stable material in uniform layers no greater than 8 in. deep (loose measurement). Each layer must have enough moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

Use special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other approved material when it is not feasible to construct a stable foundation as outlined above.

- 3.1.4.2. **Incompressible Material.** Remove the incompressible material to 6 in. below the footing grade, backfill with an approved compressible material, and compact in accordance with Section 400.3.3., "Backfill," if rock, part rock, or other incompressible material is encountered at established footing grade while placing prefabricated elements.

- 3.2. **Shaping and Bedding.** Place at least 2 in. of fine granular material for precast box sections on the base of the excavation before placing the box sections. Use bedding as shown in Figure 1 for pipe installations. Use Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material. Undercut the excavation at least 4 in. where cement-stabilized backfill is indicated on the plans and backfill with stabilized material to support the pipe or box at the required grade.

B_c - Outside diameter or horizontal dimension
 D - Inside diameter of pipe
 d - Min. bedding material below pipe

D	d
≤ 27"	3"
30" to 60"	4"
≥ 66"	6"

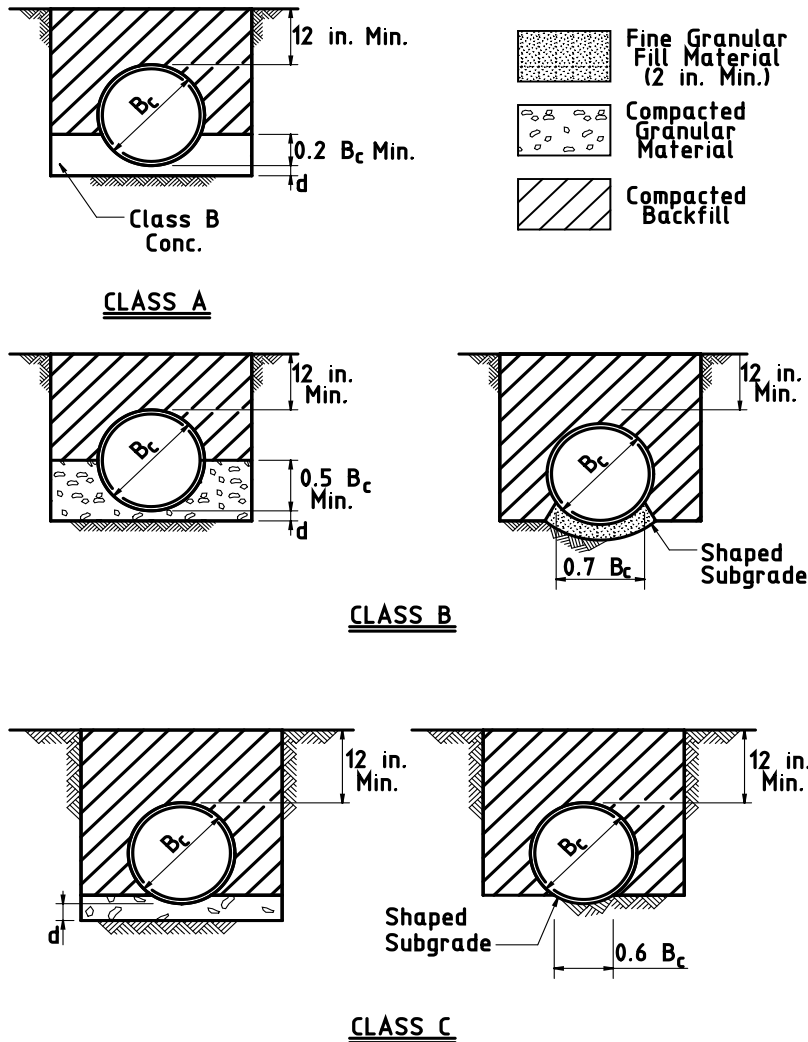


Figure 1
 Bedding Diagrams

3.3. **Backfill.**

3.3.1. **General.** Backfill the excavation after placement of the permanent structure as soon as practical. Use backfill free from stones large enough to interfere with compaction; large or frozen lumps that will not break down readily under compaction; and wood or other extraneous material. Obtain backfill material from excavation or from other sources.

Place backfill in layers no greater than 10 in. deep (loose measurement) in areas not supporting a completed roadbed, retaining wall, or embankment. Place backfill in uniform layers no greater than 8 in. deep (loose measurement) in areas supporting a portion of a roadbed, retaining wall, or embankment. Compact each layer to meet the density requirements of the roadbed, retaining wall, embankment material, or as shown on the plans.

Bring each layer of backfill material to the moisture content needed to obtain the required density. Use mechanical tamps or rammers to compact the backfill. Rollers may be used to compact backfill if feasible.

Cohesionless materials may be used for backfilling. Use cohesionless materials that conform to the requirements of Table 1.

Table 1
Cohesionless Material Gradation Limits

Sieve Size	Percent Retained
3"	0
#10	Note 1
#200	90-100

- No. 10 sieve requirements are 0 to 30% retained when used as aggregate for cement-stabilized backfill.

Compact cohesionless materials using vibratory equipment, water-ponding, or a combination of both.

- 3.3.2. **Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts.** Place backfill against the structure only after the concrete has reached the design strength required in Item 421, "Hydraulic Cement Concrete."

Backfill retaining walls with material meeting the requirements of Item 423, "Retaining Walls." Backfill around bridge foundations, manholes/inlets and culverts using material with particles no more than 4 in. in greatest dimension and a gradation that permits thorough compaction. Use rock or gravel mixed with soil if the percentage of fines is enough to fill all voids and ensure a uniform and thoroughly compacted mass of proper density.

Use mechanical tamps and rammers to avoid damage to the structure where backfill material is being placed too close to the structure to permit compaction with blading and rolling equipment.

Avoid wedging action of backfill against structures. Step or serrate slopes bounding the excavation to prevent such action. Place backfill uniformly around bridge foundations. Place backfill equally and in uniform layers along both sides of manholes/inlets and culverts.

The Engineer may require backfilling of structures excavated into hard, erosion-resistant material, and subject to erosive forces, with stone or lean concrete.

Box culverts may be opened to traffic as soon as enough backfill and embankment has been placed over the top to protect culverts against damage from heavy construction equipment. Repair damage to culvert caused by construction traffic at no additional expense to the Department.

- 3.3.3. **Pipe.** Bring backfill material to the proper moisture condition after installing bedding and pipe as required and place it equally along both sides of the pipe in uniform layers no greater than 8 in. deep (loose measurement). Compact each lift mechanically. Thoroughly compact materials placed under the haunches of the pipe to prevent damage or displacement of the pipe. Place backfill in this manner to the top-of-pipe elevation. Place and compact backfill above the top of the pipe in accordance with Section 400.3.3.1., "General."

The Engineer may reject backfill material containing more than 20% by weight of material retained on a 3 in. sieve with large lumps not easily broken down or that cannot be spread in loose layers. Material excavated by a trenching machine will generally meet the requirements of this Section as long as large stones are not present.

Place and compact additional material where pipe extends beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved until the minimum cover has been provided.

- 3.3.4. **Cement-Stabilized Backfill.** Backfill the excavation to the elevations shown with cement-stabilized backfill when shown on the plans. Use cement-stabilized backfill that contains aggregate conforming to the gradation limits shown in Table 1, water, and a minimum of 7% hydraulic cement based on the dry weight of the aggregate, in accordance with [Tex-120-E](#).

Place cement-stabilized backfill equally along the sides of structures to prevent strain on or displacement of the structure. Fill voids when placing cement-stabilized backfill. Use hand-operated tampers if necessary to fill voids.

- 3.3.5. **Flowable Backfill.** Backfill the excavation with flowable backfill to the elevations indicated when shown on the plans. Prevent the structure from being displaced during the placement of the flowable fill, and prevent flowable fill from entering manholes/inlets and culverts, and drainage structures.

4. MEASUREMENT

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.

- 4.1. **Structural Excavation.** Unless shown on the plans as a pay item, structural excavation quantities shown are for information purposes only.

When structural excavation is specified as a pay item, structural excavation for pipe headwalls, inlets, manholes, culvert or storm drain extensions less than 15 ft. long, bridge abutments, retaining walls, and side road and private entrance pipe culverts will not be measured. No allowance will be made for variance from plans quantity incurred by an alternate bid.

When specified as a pay item, structural excavation will be measured by the cubic yard as computed by the average end areas method. Excavation diagrams on the plans take precedence over the provisions of this Article.

- 4.1.1. **Boundaries of Measurement.**

- 4.1.1.1. **Pipe.**

- 4.1.1.1.1. **Pipe up to 42 Inches.** For pipe up to 42 in. nominal or equivalent diameter, no material outside of vertical planes 1 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

- 4.1.1.1.2. **Pipe Larger than 42 Inches.** For pipes larger than 42 in. nominal or equivalent diameter, no material outside of vertical planes located 2 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

Quantities for excavation in fill above natural ground include 1 ft. above the top of the pipe regardless of the height of completed fill. Excavation for pipe will be measured between the extreme ends of the completed structure including end appurtenances as shown on the plans and from centerline to centerline of inlets, manholes, etc.

- 4.1.1.2. **Structural Plate Structures.** No material outside of vertical planes 3 ft. beyond and parallel to the horizontal projection of the outside surfaces of the structure will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the limits of measurement will be extended to vertical planes located 1/2 of the span beyond the horizontal projection of the outside surfaces of the structure.

- 4.1.1.3. **Footings, Walls, Boxes, and Other Excavation.** No material outside of vertical planes 1 ft. beyond and parallel to the edges of the footings or outside walls will be included whether or not a cofferdam or shoring is

used. When plans provide the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

Where excavation in addition to that allowed for the footings is required for other portions of the structure, measurement for the additional excavation will be limited laterally by vertical planes 1 ft. beyond the face of the member and parallel to it, and vertically to a depth of 1 ft. below the bottom of the member.

- 4.1.1.4. **Excavation near Roadways and Channels.** At structure sites other than culverts and pipe excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation. Roadway and channel excavation will be paid under Item 110, "Excavation." For culverts except side road and private entrance culverts, excavation within the limits of the structure and below or outside the limits of the completed roadway excavation will be measured as structural excavation.
- 4.1.2. **Falsework.** No measurement will be made for excavation necessary for placing forms or falsework that exceeds the limits given in Section 400.4.1.1., "Boundaries of Measurement."
- 4.1.3. **Swelling.** Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile-driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile-driving operations.
- 4.1.4. **Cave-Ins.** Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.
- 4.1.5. **Undercut.** Where rock or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade directed to be removed will be measured for payment.
- 4.1.6. **Grade Change.** Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized.
- 4.2. **Cement-Stabilized Backfill.** Cement-stabilized backfill will be measured by the cubic yard as shown on the plans.
- 4.3. **Cutting and Restoring Pavement.** Cutting and restoring pavement will be measured by the square yard as shown on the plans. Excavation below pavement or base will be measured as structural excavation of the pertinent type.

5. PAYMENT

- 5.1. **Structural Excavation.** Unless specified as a pay item, structural excavation and backfill performed, and material furnished in accordance with this Item will not be paid for directly but are subsidiary to pertinent Items.

When structural excavation is specified as a pay item, the excavation and backfill work performed, and materials furnished will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Box)," "Structural Excavation (Pipe)," and "Structural Excavation (Bridge)." This price includes concrete to compensate for excavation that has extended below grade for bridge foundations and retaining walls, and backfilling and compacting areas that were removed as part of structural excavation.

Cofferdams or other measures necessary for supporting excavations less than 5 ft. deep will not be measured or paid for directly but will be subsidiary to the Contract.

Foundation seal concrete for cofferdams, when required, will be paid for as provided in the pertinent Items. If no direct method of payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Seal placed for the convenience of the Contractor will not be paid for.

Unless otherwise provided, stone or lean concrete backfill around structures as provided for in Section 400.3.3.2., "Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts," will be measured and paid for as extra work in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When structural excavation is specified as a pay item, a partial payment of 50% of the bid price will be made for structural excavation completed to the satisfaction of the Engineer but not backfilled. The remaining amount will be paid upon completion of backfilling. When the Contractor elects to excavate beyond plan requirements, no measurement will be made of the additional volume.

5.2. **Removal and Replacement of Unsuitable or Incompressible Material.** Removal and replacement of material will be paid for if directed. Removal and replacement of material or placement of special material made necessary by the softening of founding material due to the Contractor's sequence of work or operation, will be at the Contractor's expense. Special material used or additional excavation made for the Contractor's convenience will not be paid for.

5.2.1. **Structural Excavation as a Pay Item.** Where special materials are not required or specified, payment for the removal and replacement of unstable or incompressible material will be made at a price equal to 200% of the unit price bid per cubic yard for Structural Excavation. When the Contractor elects to remove and replace material deeper than directed, no measurement will be made on that portion below the directed elevation. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, payment for excavation below footing grades will be made at the unit price bid for Structural Excavation. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items in the Contract, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.2.2. **Structural Excavation Not a Pay Item.** Where special materials for backfill are not required or specified, payment for the authorized removal and replacement of unstable or incompressible material will be measured and paid for at \$15 per cubic yard of material removed. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, excavation below the footing grades will be paid for at \$10 per cubic yard. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.3. **Lowering of a Structure Foundation.** If the Engineer requires a structure foundation to be lowered to an elevation below the grade shown on the plans, overexcavation will be paid in accordance with Table 2.

**Table 2
Payment for Required Overexcavation**

Variance of Revised Footing Grade from Plan Grade	Payment Terms	Variance of Revised Footing Grade from Plan Grade
	"Structural Excavation" is a Bid Item	"Structural Excavation" is not a Bid Item
Up to and including 5 ft.	Unit price equal to 115% of unit price bid for "Structural Excavation"	\$10 per cubic yard
Over 5 ft. up to 10 ft.	Unit price equal to 125% of unit price bid for "Structural Excavation"	\$12 per cubic yard
Over 10 ft.	In accordance with Article 9.7., "Payment for Extra Work and Force Account Method."	

- 5.4. **Cement-Stabilized Backfill.** Cement-stabilized backfill will be paid for at the unit price bid for "Cement-Stabilized Backfill."
- 5.5. **Cutting and Restoring Pavement.** Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Work done to repair damage to base or pavement incurred outside the limits shown on the plans, or the limits authorized, will not be measured for payment.

The unit prices bid are full compensation for excavation including removing obstructions and plugging drainage systems; bedding and backfilling including placing, sprinkling and compaction of material; soundings; cleaning and filling seams; constructing and removing cofferdams; de-watering, sheeting, or bracing excavations up to and including 5 ft. deep; pumps; drills; explosives; disposition of surplus material; cutting pavement and base to neat lines; and materials, hauling, equipment, labor, tools, and incidentals.

Flowable backfill will be paid for as provided in Item 401, "Flowable Backfill." Protection methods for open excavations deeper than 5 ft. will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring."

Item 402

Trench Excavation Protection



1. DESCRIPTION

Furnish and place excavation protection for trenches 5 ft. or greater in depth.

2. CONSTRUCTION

Provide vertical or sloped cuts, benches, shields, support systems, or other systems providing the necessary protection in accordance with OSHA Standards and Interpretations, 29 CFR Part 1926, Subpart P, "Excavations."

3. MEASUREMENT

This Item will be measured by the foot along the long axis of the trench where the depth of trench exceeds 5 ft. This measurement includes all required trench protection, including trench ends.

4. 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 "Trench Excavation Protection." This price is full compensation for excavation and backfill required for excavation protection; furnishing, placing, and removing shoring, sheeting, or bracing; de-watering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.

Item 420

Concrete Substructures



1. DESCRIPTION

Construct concrete substructures including footings, columns, caps, abutments, piers, culverts, other bridge substructure elements, and other concrete structures as indicated.

2. MATERIALS

- 2.1. **Concrete.** Provide concrete in accordance with Item 421, "Hydraulic Cement Concrete." Provide the class of concrete for each type of structure or unit as shown on the plans or in pertinent governing specifications.
- 2.2. **Grout or Mortar.** Provide grout for dowelling anchors or precast connections in accordance with [DMS-4675](#), "Cementitious Grouts and Mortars for Miscellaneous Applications."
- 2.3. **Latex Curing Materials.** Provide an acrylic-polymer latex admixture (acrylic resin emulsion per [DMS-4640](#), "Chemical Admixtures for Concrete") suitable for producing polymer-modified concrete or mortar. Do not allow latex to freeze.
- 2.4. **Reinforcing Steel.** Provide reinforcing steel in accordance with Item 440, "Reinforcement for Concrete."
- 2.5. **Expansion Joint Material.** Provide materials in accordance with [DMS-6310](#), "Joint Sealants and Fillers."
 - Provide preformed fiber expansion joint material that conforms to the dimensions shown on the plans.
 - Provide preformed bituminous fiber material unless otherwise specified.
 - Provide asphalt board that conforms to dimensions shown on the plans.
 - Provide re-bonded neoprene filler that conforms to the dimensions shown on the plans.
- 2.6. **Waterstop.** Provide rubber or polyvinyl chloride (PVC) waterstops in accordance with [DMS-6160](#), "Water Stops, Nylon Reinforced Neoprene Sheet, and Elastomeric Pads," unless otherwise shown on the plans.
- 2.7. **Curing Materials.** Provide membrane curing compounds in accordance with [DMS-4650](#), "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

Provide cotton mats that consist of a filling material of cotton "bat" or "bats" (at least 12 oz. per square yard) completely covered with unsized cloth (at least 6 oz. per square yard) stitched longitudinally with continuous parallel rows of stitching spaced at less than 4 in., or tuft both longitudinally and transversely at intervals less than 3 in. Provide cotton mats that are free from tears and in good general condition. Provide a flap at least 6 in. wide consisting of 2 thicknesses of the covering and extending along 1 side of the mat.

Provide polyethylene sheeting that is at least 4 mils thick and free from visible defects. Provide only clear or opaque white sheeting when the ambient temperature during curing exceeds 90°F or when applicable to control temperature during mass pours.

Provide burlap-polyethylene mats made from burlap impregnated on 1 side with a film of opaque white pigmented polyethylene, free from visible defects. Provide laminated mats that have at least 1 layer of an impervious material such as polyethylene, vinyl plastic, or other acceptable material (either as a solid sheet or impregnated into another fabric) and are free of visible defects.

Provide burlap material which complies with AASHTO M 182, Class 3 (10 oz. per square yard) with the following additions:

- Manila hemp may also be used to make burlap.
- Do not use burlap fabricated from bags.
- Do not use burlap containing any water soluble ingredient which will retard the setting time of concrete.

Provide used burlap complying with the requirements stated above and that has only been used previously for curing concrete. "Like new" cleanliness is not expected, but contamination with any substance foreign to the concrete curing process, such as grease or oil, will be cause for rejection.

- 2.8. **Epoxy.** Provide epoxy materials in accordance with [DMS-6100](#), "Epoxies and Adhesives," unless otherwise specified.

3. EQUIPMENT

- 3.1. **Transporting and Placing Equipment.** Use appropriate transporting and placing equipment such as buckets, chutes, buggies, belt conveyors, pumps, or other equipment as necessary. Ensure concrete is not transported or conveyed through equipment made of aluminum.

Use tremies to control the fall of concrete or for underwater placement. Use tremies that are watertight and of large enough diameter to allow the placement of the concrete but less than 14 in. in diameter. Construct the tremie so the bottom can be sealed and opened once the tremie has been fully charged with concrete for underwater placements.

Use pumps with lines at least 5 in. inside diameter (I.D.) where Grade 2 or smaller coarse aggregate is used, and at least 8 in. I.D. for Grade 1 coarse aggregate.

- 3.2. **Vibrators.** Use immersion-type vibrators for consolidation of concrete. Provide at least 1 standby vibrator for emergency use. Furnish vibrator head covered by a rubberized or elastomeric cover when used near epoxy coated reinforcing steel.
- 3.3. **Temperature Recording Equipment.** Use strip chart temperature recording devices, recording maturity meters in accordance with [Tex-426-A](#), or other approved devices that are accurate to within $\pm 2^\circ\text{F}$ within the range of 32°F to 212°F for mass concrete operations, cold weather placements, and as otherwise specified.
- 3.4. **Artificial Heating Equipment.** Use artificial heating equipment as necessary for maintaining the concrete temperatures as specified in Section 420.4.7.11., "Placing Concrete in Cold Weather."
- 3.5. **Spraying Equipment.** Use mechanically powered pressure sprayers, either air or airless, with appropriate atomizing nozzles for the application of membrane curing. Use hand-pressurized spray equipment with 2 or 3 fan-spray nozzles if approved. Ensure the spray from each nozzle overlaps the spray from adjacent nozzles by approximately 50%.
- 3.6. **Concrete Testing Equipment.** Provide testing equipment for use by the Engineer in accordance with Section 421.3.3., "Testing Equipment."

4. CONSTRUCTION

Obtain approval for proposed construction methods before starting work. Approval of construction methods and equipment does not relieve the Contractor's responsibility for safety or correctness of methods, adequacy of equipment, or completion of work in full accordance with the Contract.

Unless otherwise shown on the plans, it is the Contractor's option to perform testing on structural concrete (structural classes of concrete are identified in Table 8 of Section 421.4.1., "Classification of Concrete Mix Designs,") to determine the in-situ strength to address the schedule restrictions in Section 420.4.1., "Schedule Restrictions." The Engineer may require the Contractor to perform this testing for concrete placed in cold weather. Make enough test specimens for Contractor-performed testing to ensure strength

requirements are met for the operations listed in Section 420.4.1., "Schedule Restrictions." Make at least 1 set of test specimens for each element cast each day. Cure these specimens under the same conditions as the portion of the structure involved for all stages of construction. Ensure safe handling, curing, and storage of all test specimens. Provide testing personnel, and sample and test the hardened concrete in accordance with Section 421.4.8., "Sampling and Testing of Concrete." The maturity method, [Tex-426-A](#), may be used for in-situ strength determination for schedule restrictions if approved. Coring will not be allowed for in-situ strength determination for schedule restrictions. Provide the Engineer the opportunity to witness all testing operations. Report all test results to the Engineer.

If the Contractor does not wish to perform schedule restriction testing, the Engineer's 7-day lab-cured tests, performed in accordance with Article 421.5., "Acceptance of Concrete," will be used for schedule restriction determinations. The Engineer may require additional time for strength gain to account for field curing conditions such as cold weather.

- 4.1. **Schedule Restrictions.** Construct and open completed structures to traffic with the following limitations unless otherwise shown on the plans:
- 4.1.1. **Setting Forms.** Attain at least 2,500 psi compressive strength before erecting forms on concrete footings supported by piling or drilled shafts, or on individual drilled shafts. Erect forms on spread footings and culvert footings after the footing concrete has aged at least 2 curing days as defined in Section 420.4.10., "Curing Concrete." Place concrete only after the forms and reinforcing steel have been inspected by the Engineer.
- Support tie beam or cap forms by falsework on previously placed tie beams only if the tie beam concrete has attained a compressive strength of 2,500 psi and the member is properly supported to eliminate stresses not provided for in the design. Maintain curing as required until completion of the curing period.
- Place superstructure forms or falsework on the substructure only if the substructure concrete has attained a compressive strength of 3,000 psi.
- 4.1.2. **Removal of Forms and Falsework.** Keep in place weight-supporting forms and falsework for bridge components and culvert slabs until the concrete has attained a compressive strength of 2,500 psi in accordance with Section 420.4.11., "Removal of Forms and Falsework." Keep all forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan outlined in Section 420.4.7.14., "Mass Placements."
- 4.1.3. **Placement of Superstructure Members.** Erect or place superstructure members or precast substructure members only after the substructure concrete has attained a compressive strength of 3,000 psi.
- 4.1.4. **Opening to Traffic.** Direct traffic culverts may be opened to construction traffic when the design strength specified in Section 421.4.1., "Classification of Concrete Mix Design," has been attained if curing is maintained. Obtain approval before opening direct traffic culverts to the traveling public. Open other noncritical structural and nonstructural concrete for service upon the completion of curing unless otherwise specified or directed.
- 4.1.5. **Post-Tensioned Construction.** Ensure strength requirements on the plans for structural elements designed to be post-tensioned are met for stressing and staged loading of structural elements.
- 4.1.6. **Backfilling.** Backfill in accordance with Section 400.3.3., "Backfill."
- 4.2. **Plans for Falsework and Forms.** Submit plans for falsework and forms for the following items: vertical forms for piers and single column bents; load supporting forms for caps and tie-beams; form attachments for bridges to be widened; and other items as indicated or directed. Provide design calculations when requested. Show all essential details of proposed forms, falsework, and bracing. Have a licensed professional engineer design, seal, and sign these plans. Department approval is not required, except as noted in Table 1 of Item 5, "Control of the Work," when forms or falsework are located such that public safety can be affected, but the Department reserves the right to request modifications to the plans. The Contractor is responsible for the adequacy of these plans. Design job-fabricated formwork assuming a weight of 150 pcf for concrete, and

include a liveload allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

- 4.3. **Falsework.** Design and construct falsework to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Consult AASHTO's *Guide Design Specifications for Bridge Temporary Works* and *Construction Handbook for Bridge Temporary Works* for falsework and shoring information not indicated below. Submit details in accordance with Section 420.4.2., "Plans for Falsework and Forms."

Design job-fabricated falsework assuming a weight of 150 pcf for concrete, and include a minimum liveload allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

Do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used in falsework. Include a minimum liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide timber that is sound, in good condition, and free from defects that would impair its strength. Provide timber that meets or exceeds the species, size, and grade requirements in the submitted falsework plans.

Provide wedges made of hardwood or metal in pairs to adjust falsework to desired elevations to ensure even bearing. Do not use wedges to compensate for incorrectly cut bearing surfaces.

Use sills or grillages large enough to support the superimposed load without settlement. Take precautions to prevent settling of the supporting material unless the sills or grillages are founded on solid rock, shale, or other hard materials.

Place falsework that cannot be founded on a satisfactory spread footing on piling or drilled shafts with enough bearing capacity to support the superimposed load without settlement. Drive falsework piling to the required resistance determined by the applicable formula in Item 404, "Driving Piling." Design drilled shafts for falsework to carry the superimposed load using both skin friction and point bearing.

Weld in conformance with Item 448, "Structural Field Welding." Securely brace each falsework bent to provide the stiffness required, and securely fasten the bracing to each pile or column it crosses.

Remove falsework when it is no longer required or as indicated on the submitted falsework plan. Pull or cut off foundations for falsework at least 2 ft. below finished ground level. Completely remove falsework, piling, or drilled shafts in a stream, lake, or bay to the approved limits to prevent obstruction to the waterway.

- 4.4. **Forms.** Submit formwork plans in accordance with Section 420.4.2., "Plans for Falsework and Forms."

- 4.4.1. **General.** Provide forms of either timber or metal except where otherwise specified or permitted.

Design forms for the pressure exerted by a liquid weighing 150 pcf. Take the rate of concrete placement into consideration in determining the depth of the equivalent liquid. Include a minimum liveload allowance of 50 psf of horizontal surface for job-fabricated forms. Do not exceed 125% of the Department's allowable stresses for the design of structures.

Do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used for forms. Include a minimum liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide steel forms for round columns unless otherwise approved. Refer to Item 427, "Surface Finishes for Concrete," for additional requirements for off-the-form finishes.

Provide commercial form liners for imprinting a pattern or texture on the concrete surface as shown on the plans and specified in Section 427.4.3.5., "Form Liner Finish."

Provide forming systems that are practically mortar-tight, rigidly braced, and strong enough to prevent bulging between supports, and maintain them to the proper line and grade during concrete placement. Maintain forms in a manner that prevents warping and shrinkage. Do not allow offsets at form joints to exceed 1/16 in.

Use only material that is inert, non-biodegradable, and nonabsorptive for forms to be left in place.

Construct all forms to permit their removal without marring or damaging the concrete. Clean all forms and footing areas of any extraneous matter before placing concrete. Provide openings in forms if needed for the removal of laitance or foreign matter.

Treat the facing of all forms with bond-breaking coating of composition that will not discolor or injuriously affect the concrete surface. Take care to prevent coating of the reinforcing steel.

Complete all preparatory work before requesting permission to place concrete.

Cease placement if the forms show signs of bulging or sagging at any stage of the placement, and remove the portion of the concrete causing this condition immediately as directed. Reset the forms and securely brace them against further movement before continuing the placement.

4.4.2.

Timber Forms. Provide properly seasoned, good-quality lumber that is free from imperfections that would affect its strength or impair the finished surface of the concrete. Provide timber or lumber that meets or exceeds the requirements for species and grade in the submitted formwork plans.

Maintain forms or form lumber that will be reused so it stays clean and in good condition. Do not use any lumber that is split, warped, bulged, or marred, or that has defects in any way that will produce inferior work. Promptly remove such lumber from the work.

Provide form lining for all formed surfaces except:

- the inside of culvert barrels, inlets, manholes, and box girders;
- surfaces that are subsequently covered by backfill material or are completely enclosed; and
- any surface formed by a single finished board or by plywood.

Provide form lining of an approved type such as masonite or plywood. Do not provide thin membrane sheeting such as polyethylene sheets for form lining.

Use plywood at least 3/4 in. thick. Place the grain of the face plies on plywood forms parallel to the span between the supporting studs or joists unless otherwise indicated on the submitted form drawings.

Use plywood for forming surfaces that remain exposed that meets the requirements for B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce Voluntary Product Standard PS 1.

Space studs and joists so the facing form material remains in true alignment under the imposed loads.

Space wales closely enough to hold forms securely to the designated lines, scabbed at least 4 ft. on each side of joints to provide continuity. Place a row of wales near the bottom of each placement.

Place facing material with parallel and square joints, securely fastened to supporting studs.

Place forms with the form panels symmetrical (long dimensions set in the same direction) for surfaces exposed to view and receiving only an ordinary surface finish as defined in Section 420.4.13., "Ordinary Surface Finish." Make horizontal joints continuous.

Make molding for chamfer strips or other uses of materials of a grade that will not split when nailed and can be maintained to a true line without warping. Dress wood molding on all faces. Fill forms at all sharp corners and edges with triangular chamfer strips measuring 3/4 in. on the sides unless otherwise shown on the plans.

Use metal form ties of an approved type or a satisfactory substitute of a type that permits ease of removal of the metal to hold forms in place. Cut back wire ties at least 1/2 in. from the face of the concrete.

Use devices to hold metal ties in place that are able to develop the strength of the tie and adjust to allow for proper alignment.

Entirely remove metal and wooden spreaders that separate the forms as the concrete is being placed.

Provide adequate clean-out openings for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

- 4.4.3. **Metal Forms.** Requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse, and wetting also apply to metal forms except metal forms do not require lining unless specifically noted on the plans.

Use form metal thick enough to maintain the true shape without warping or bulging. Countersink all bolt and rivet heads on the facing sides. Design clamps, pins, or other connecting devices to hold the forms rigidly together and to allow removal without damage to the concrete. Use metal forms that present a smooth surface and line up properly. Keep metal free from rust, grease, and other foreign materials.

- 4.5. **Drains.** Install and construct weep holes and roadway drains as shown on the plans.

- 4.6. **Placing Reinforcement and Post-Tensioning.** Place reinforcement as provided in Item 440, "Reinforcement for Concrete." Do not weld reinforcing steel supports to other reinforcing steel except where shown on the plans.

Place post-tensioning ducts, anchorages, and other hardware in accordance with the approved prestressing details and Item 426, "Post-Tensioning." Keep ducts free of obstructions until all post-tensioning operations are complete.

- 4.7. **Placing Concrete.** Give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement, and other preparations.

Do not place concrete when impending weather conditions would impair the quality of the finished work. Place concrete in early morning or at night or adjust the placement schedule for more favorable weather when conditions of wind, humidity, and temperature are such that concrete cannot be placed without the potential for weather-related distress.

Adequately illuminate the entire placement site as approved when mixing, placing, and finishing concrete in non-daylight hours.

Furnish adequate shelter to protect the concrete against damage from rainfall or freezing temperatures as outlined in this Item if changes in weather conditions require protective measures after work starts. Continue operations during rainfall only if approved. Use protective coverings for the material stockpiles. Cover aggregate stockpiles only to the extent necessary to control the moisture conditions in the aggregates.

Allow at least 1 curing day after the concrete has achieved initial set before placing strain on projecting reinforcement to prevent damage to the concrete.

- 4.7.1. **Placing Temperature.** Place concrete according to the following temperature limits for the classes of concrete defined in Section 421.4.1., "Classification of Concrete Mix Designs."

- Place Class C, F, H, K, or SS concrete only when its temperature at time of placement is between 50°F and 95°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class S concrete, used in this Item only as indicated for culvert top slabs, only when its temperature is between 50°F and 85°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class A, B, and D concrete only when its temperature at the time of placement is greater than 50°F.
- Place mass concrete in accordance with Section 420.4.7.14., “Mass Placements,” only when its temperature at the time of placement is between 50°F and 75°F.

- 4.7.2. **Transporting Time.** Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14 of Item 421, “Hydraulic Cement Concrete.”
- 4.7.3. **Workability of Concrete.** Place concrete with a slump as specified in Section 421.4.2.5., “Slump.” Water may be added to the concrete before discharging any concrete from the truck to adjust for low slump provided that the maximum mix design water–cement ratio is not exceeded. Mix concrete in accordance with Section 421.4.6., “Mixing and Delivering Concrete,” after introduction of any additional water or chemical admixtures. Do not add water or chemical admixtures after any concrete has been discharged.
- 4.7.4. **Transporting Concrete.** Transport concrete by buckets, chutes, buggies, belt conveyors, pumps, or other methods.
- Protect concrete transported by conveyors from sun and wind to prevent loss of slump and workability. Shade or wrap with wet burlap pipes through which concrete is pumped as necessary to prevent loss of slump and workability.
- Arrange and use chutes, troughs, conveyors, or pipes so the concrete ingredients will not be separated. Terminate such equipment in vertical downspouts when necessary to prevent segregation. Extend open troughs and chutes, if necessary, down inside the forms or through holes left in the forms.
- Keep all transporting equipment clean and free from hardened concrete coatings. Discharge water used for cleaning clear of the concrete.
- 4.7.5. **Preparation of Surfaces.** Thoroughly wet all forms and hardened concrete on which concrete is to be placed before placing concrete on them. Remove any remaining puddles of excess water before placing concrete. Provide surfaces that are in a moist, saturated surface-dry condition when concrete is placed on them.
- Ensure the subgrade or foundation is moist before placing concrete on grade. Lightly sprinkle the subgrade if dry.
- 4.7.6. **Expansion Joints.** Construct joints and devices to provide for expansion and contraction in accordance with plan details.
- Use light wire or nails to anchor any preformed fiber joint material to the concrete on 1 side of the joint.
- Ensure finished joints conform to the plan details with the concrete sections completely separated by the specified opening or joint material.
- Remove all concrete within the joint opening soon after form removal and again where necessary after surface finishing to ensure full effectiveness of the joint.
- 4.7.7. **Construction Joints.** A construction joint is the joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set. Monolithic placement means the manner and sequence of concrete placing does not create a construction joint.

Make construction joints of the type and at the locations shown on the plans. Additional joints in other members are not permitted without approval. Place authorized additional joints using details equivalent to those shown on the plans for joints in similar locations.

Make construction joints square and normal to the forms unless otherwise required. Use bulkheads in the forms for all vertical joints.

Thoroughly roughen the top surface of a concrete placement terminating at a horizontal construction joint as soon as practical after initial set is attained.

Thoroughly clean the hardened concrete surface of all loose material, laitance, dirt, and foreign matter, and saturate it with water. Remove all free water and moisten the surface before concrete or bonding grout is placed against it. Ensure the surface of the existing concrete is in a saturated surface-dry condition (SSD) just before placing subsequent concrete. Wet the existing concrete by ponding water on the surface for 24 hr. before placing subsequent concrete. Use high-pressure water blasting if ponding is not possible to achieve SSD conditions 15 to 30 min. before placing the concrete. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Draw forms tight against the existing concrete to avoid mortar loss and offsets at joints.

Bonding agents are not required unless indicated otherwise. Coat the joint surface with bonding mortar, grout, epoxy, or other material if a bonding agent is required as indicated on the plans. Provide Type V epoxy per [DMS-6100](#), "Epoxies and Adhesives," for bonding fresh concrete to hardened concrete. Place the bonding epoxy on a clean, dry surface, and place the fresh concrete while the epoxy is still tacky. Place bonding mortar or grout on a surface that is SSD, and place the concrete before the bonding mortar or grout dries. Place other bonding agents in accordance with the manufacturer's recommendations.

- 4.7.8. **Handling and Placing.** Minimize segregation of the concrete and displacement of the reinforcement when handling and placing concrete. Produce a uniform, dense compact mass.

Ensure concrete free-falls no more than 5 ft. except in the case of drilled shafts, thin walls such as in culverts, or as allowed by other items. Remove any hardened concrete splatter ahead of the plastic concrete.

Fill each part of the forms by depositing concrete as near its final position as possible. Do not deposit large quantities of concrete at 1 point and run or move the concrete along to fill the forms.

Deposit concrete in the forms in layers of suitable depth but no more than 36 in. deep unless otherwise permitted.

Avoid cold joints in a monolithic placement. Sequence successive layers or adjacent portions of concrete so they can be vibrated into a homogeneous mass with the previously placed concrete before it sets. Allow no more than 1 hr. to elapse between adjacent or successive placements of concrete when re-vibration of the concrete is shown on the plans except as otherwise allowed by an approved placing procedure. This time limit may be extended by 1/2 hr. if the concrete contains at least the minimum recommended dosage of a Type B or D admixture.

- 4.7.9. **Consolidation.** Carefully consolidate concrete and flush mortar to the form surfaces with immersion type vibrators. Do not use vibrators that operate by attachment to forms or reinforcement except where approved on steel forms.

Vibrate the concrete immediately after deposit. Systematically space points of vibration to ensure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. Insert the vibrators vertically where possible. Vibrate the entire depth of each lift, allowing the vibrator to penetrate several inches into the preceding lift. Do not use the vibrator to move the concrete to other locations in the forms. Do not drag the vibrator through the concrete. Thoroughly consolidate concrete along construction joints by operating the vibrator along and close to but not against the joint surface. Continue the vibration until the concrete surrounding reinforcements and fixtures is completely

consolidated. Hand-spade or rod the concrete if necessary to ensure flushing of mortar to the surface of all forms.

- 4.7.10. **Installation of Dowels and Anchor Bolts.** Install dowels and anchor bolts by casting them in-place or by grouting with grout, epoxy, or epoxy mortar unless noted otherwise. Form or drill holes for grouting. Follow the manufacturer's recommended installation procedures for pre-packaged grout or epoxy anchor systems. Test anchors if required on the plans or by other Items.

Drill holes for anchor bolts to accommodate the bolt embedment required by the plans. Make holes for dowels at least 12 in. deep unless otherwise shown on the plans. Make the hole diameter at least twice the dowel or bolt diameter, but not exceeding the dowel or bolt diameter plus 1-1/2 in. when using cementitious grout or epoxy mortar. Make the hole diameter 1/16 to 1/4 in. greater than the dowel or bolt diameter when using neat epoxy unless indicated otherwise by the epoxy manufacturer.

Thoroughly clean holes of all loose material, oil, grease, or other bond-breaking substance, and blow them clean with filtered compressed air. Use a wire brush followed by oil-free compressed air to remove all loose material from the holes, repeating as necessary until no more material is removed. Ensure holes are in a surface-dry condition when epoxy type materials are used and in a surface-moist condition when cementitious grout is used. Develop and demonstrate for approval a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts. Completely fill the void between the hole and dowel or bolt with grouting material. Follow exactly the requirements for cleaning outlined in the product specifications for pre-packaged systems.

Provide hydraulic cement grout for cast-in-place or grouted systems in accordance with [DMS-4675](#), "Cementitious Grouts and Mortars for Miscellaneous Applications." Provide a Type III epoxy per [DMS-6100](#), "Epoxyes and Adhesives," when neat epoxy is used for anchor bolts or dowels. Provide Type VIII epoxy per [DMS-6100](#), "Epoxyes and Adhesives," when an epoxy grout is used. Provide grout, epoxy, or epoxy mortar as the binding agent unless otherwise indicated on the plans.

Provide other anchor systems as required on the plans.

- 4.7.11. **Placing Concrete in Cold Weather.** Protect concrete placed under weather conditions where weather may adversely affect results. Permission given by the Engineer for placing during cold weather does not relieve the Contractor of responsibility for producing concrete equal in quality to that placed under normal conditions. Remove and replace concrete as directed at the Contractor's expense if it is determined unsatisfactory due to poor conditions.

Do not place concrete in contact with any material coated with frost or with a temperature of 32°F or lower. Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved. Place concrete when the ambient temperature in the shade is at least 35°F and rising or above 40°F.

Provide and install recording thermometers, maturity meters, or other suitable temperature measuring devices to verify all concrete is effectively protected as follows:

- Maintain the temperature at all surfaces of concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, top slabs of non-direct traffic culverts, and other similar formed concrete at or above 40°F for 72 hr. from the time of placement.
- Maintain the temperature of all other concrete, including the bottom slabs (footings) of culverts, placed on or in the ground above 32°F for 72 hr. from the time of placement.

Use additional covering, insulated forms, or other means and, if necessary, supplement the covering with artificial heating. Avoid applying heat directly to concrete surfaces. Cure as specified in Section 420.4.10., "Curing Concrete," during this period until all requirements for curing have been satisfied.

Have all necessary heating and covering material ready for use before permission is granted to begin placement when impending weather conditions indicate the possible need for temperature protection.

4.7.12. **Placing Concrete in Hot Weather.** Keep the concrete at or below the maximum temperature at time of placement as specified in Section 420.4.7.1., "Placing Temperature." Sprinkle and shade aggregate stockpiles or use ice, liquid nitrogen systems, or other approved methods as necessary to control the concrete temperature.

4.7.13. **Placing Concrete in Water.** Deposit concrete in water only when shown on the plans or with approval. Make forms or cofferdams tight enough to prevent any water current passing through the space in which the concrete is being deposited. Do not pump water during the concrete placing or until the concrete has set for at least 36 hr.

Place the concrete with a tremie or pump, or use another approved method, and do not allow it to fall freely through the water or disturb it after it is placed. Keep the concrete surface level during placement.

Support the tremie or operate the pump so it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. Submerge the lower end of the tremie or pump hose in the concrete at all times. Use continuous placing operations until the work is complete.

Design the concrete mix in accordance with Item 421, "Hydraulic Cement Concrete," with a minimum cement content of 650 lb. per cubic yard for concrete to be placed under water. Include an anti-washout admixture in the mix design as necessary to produce a satisfactory finished product.

4.7.14. **Mass Placements.** Develop and obtain approval for a heat control plan for monolithic placements designated on the plans as mass concrete to ensure the following during the heat dissipation period:

- the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35°F and
- the temperature at the central core of the placement does not exceed 160°F.

Use the ConcreteWorks© software available from the Department, or another approved method based on the guidelines in ACI 207, "Mass Concrete," to develop the heat control plan. The Department will make available technical assistance on the use of ConcreteWorks©. Develop the heat control plan using historical temperature ranges for the anticipated time of the mass placement. Re-create the plan if the work schedule shifts by more than one month.

The heat control plan may include a combination of the following elements:

- selection of concrete ingredients including aggregates, gradation, and cement types, to minimize heat of hydration;
- use of ice or other concrete cooling ingredients;
- use of liquid nitrogen dosing systems;
- controlling rate or time of concrete placement;
- use of insulation or supplemental external heat to control heat loss;
- use of supplementary cementing materials;
- use of a cooling system to control the core temperature; or
- vary the duration formwork remains in place.

Furnish and install 2 pairs of temperature recording devices, maturity meters, or other approved equivalent devices. Install devices to measure the surface temperature no more than 3 in. from the surface. Install devices to measure the core temperature a distance of half the least dimension from the nearest surface near the point of maximum predicted heat. Use these devices to simultaneously measure the temperature of the concrete at the core and the surface. Maintain temperature control methods for 4 days unless otherwise approved based on the submitted heat control plan. Do not use maturity meters to predict strength of mass concrete. Revise the heat control plan as necessary to maintain the temperature limitations shown above.

If the core temperature exceeds 160°F, the mass concrete element will be subject to review and acceptance by the Engineer using forensic analyses to determine its potential reduction in service life or performance. Proceed with subsequent construction on the affected element only when notified regarding acceptance.

Repair any resulting cracking if the temperature differential between the central core of the placement and the nearest concrete surface exceeds 35°F at no expense to the Department and revise the heat control plan as necessary to prevent further occurrences.

- 4.7.15. **Placing Concrete in Foundation and Substructure.** Do not place concrete in footings until the depth and character of the foundation has been inspected and permission has been given to proceed.

Place concrete footings upon seal concrete after the cofferdams are free from water and the seal concrete is cleaned. Perform any necessary pumping or bailing during the concreting from a suitable sump located outside the forms.

Construct or adjust all temporary wales or braces inside cofferdams as the work proceeds to prevent unauthorized construction joints.

Omit forms when footings can be placed in a dry excavation without the use of cofferdams, if approved, and fill the entire excavation with concrete to the elevation of the top of footing.

Place concrete in columns monolithically between construction joints unless otherwise directed. Columns and caps or tie beams supported on them may be placed in the same operation or separately. Allow for settlement and shrinkage of the column concrete, if placed in the same operation, by placing it to the lower level of the cap or tie beam, and delay placement between 1 and 2 hr. before proceeding with the cap or tie beam placement.

- 4.7.16. **Placing Concrete in Box Culverts.** Allow between 1 and 2 hr. to elapse where the top slab and walls are placed monolithically in culverts more than 4 ft. in clear height before placing the top slab to allow for settlement and shrinkage in the wall concrete.

Accurately finish the footing slab at the proper time to provide a smooth uniform surface. Finish top slabs that carry direct traffic as specified in Item 422, "Concrete Superstructures." Give top slabs of fill type culverts a float finish.

- 4.8. **Extending Existing Substructures.** Verify pertinent dimensions and elevations of the existing structure before ordering any required materials.

- 4.8.1. **Removal.** Remove portions of the existing structure to the lines and dimensions shown on the plans or as directed. Dispose of these materials as shown on the plans or as directed. Repair any portion of the remaining structure damaged as a result of the construction.

Do not use explosives to remove portions of the existing structure unless approved in writing. Do not use a demolition ball, other swinging weight, or impact equipment unless shown on the plans. Use pneumatic or hydraulic tools for final removal of concrete at the "break" line. Use removal equipment, as approved that will not damage the remaining concrete.

- 4.8.2. **Reuse of Removed Portions of Structure.** Detach and remove all portions of the old structure that are to be incorporated into the extended structure to the lines and details as specified on the plans or as directed. Move the unit to be reused to the new location specified using approved methods. Place the reinforcement and extension concrete according to the plan details.

- 4.8.3. **Splicing Reinforcing Steel.** Splice new reinforcing bars to exposed bars in the existing structure using lap splices in accordance with Item 440, "Reinforcement for Concrete," unless otherwise shown on the plans. The new reinforcing steel does not need to be tied to the existing steel where spacing or elevation does not match that of the existing steel provided the lap length is attained. Weld in accordance with Item 448, "Structural Field Welding," when welded splices are permitted. Install any required dowels in accordance with Section 420.4.7.10., "Installation of Dowels and Anchor Bolts."

- 4.8.4. **Concrete Preparation.** Roughen and clean concrete surfaces that are in contact with new construction before placing forms. Prepare these construction joint surfaces in accordance with Section 420.4.7.7., "Construction Joints."

4.9.

Treatment and Finishing of Horizontal Surfaces. Strike off to grade and finish all unformed upper surfaces. Do not use mortar topping for surfaces constructed under this Section.

Float the surface with a suitable float after the concrete has been struck off.

Slope the tops of caps and piers between bearing areas from the center slightly toward the edge, and slope the tops of abutment and transition bent caps from the backwall to the edge, as directed, so water drains from the surface. Give the concrete a smooth trowel finish. Construct bearing areas for steel units in accordance with Section 441.3.11.6., "Bearing and Anchorage Devices." Give the bearing area under the expansion ends of concrete slabs and slab and girder spans a steel-trowel finish to the exact grades required. Give bearing areas under elastomeric bearing pads or nonreinforced bearing seat buildups a textured, wood float finish. Do not allow the bearing area to vary from a level plane more than 1/16 in. in all directions.

Cast bearing seat buildups or pedestals for concrete units integrally with the cap or a construction joint. Provide a latex-based mortar, an epoxy mortar, or an approved proprietary bearing mortar for bearing seat buildups cast with a construction joint. Mix mortars in accordance with the manufacturer's recommendations. Construct pedestals of Class C concrete, reinforced as shown on the plans or as indicated in Figure 1 and Figure 2. The Engineer of Record will design pedestals higher than 12 in.

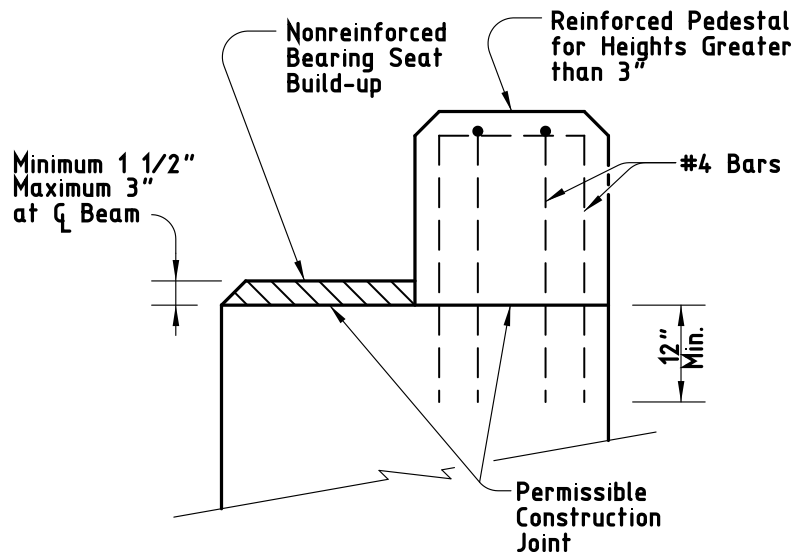


Figure 1
Section through Bearing Seat Buildups

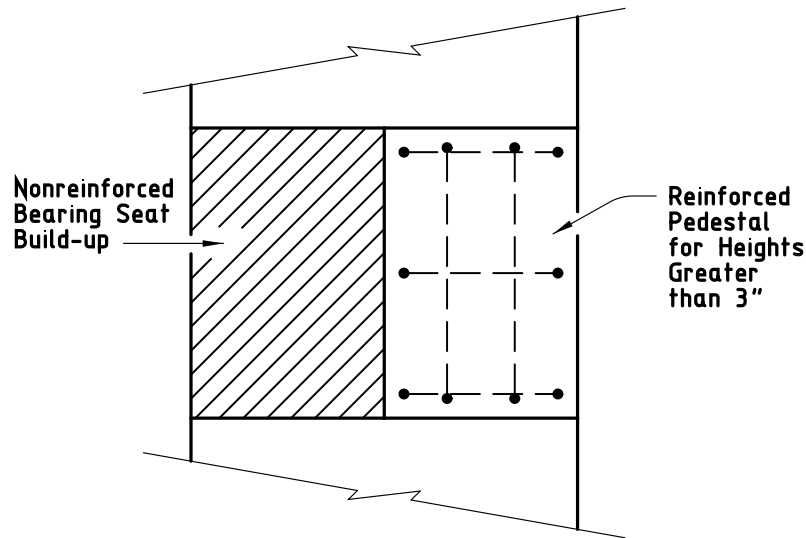


Figure 2
Plan View of Bearing Seat Buildups

- 4.10. **Curing Concrete.** Obtain approval of the proposed curing methods, equipment, and materials before placing concrete. The Engineer may require the same curing methods for like portions of a single structure. Inadequate curing or facilities may delay all concrete placements on the job until remedial action is taken.

A curing day is a calendar day when the temperature, taken in the shade away from artificial heat, is above 50°F for at least 19 hr. or, on colder days if the temperature of all surfaces of the concrete is maintained above 40°F, for the entire 24 hr. The required curing period begins when all concrete has attained its initial set unless indicated otherwise. [Tex-440-A](#) may be used to determine when the concrete has attained its initial set.

Cure all concrete for 4 consecutive days except as allowed for the curing options listed below. Use form or membrane curing for vertical surfaces unless otherwise approved. Use only water curing for horizontal surfaces of HPC or mass concrete. Use water or membrane curing for horizontal or unformed surfaces for all other concrete.

Use one of the following curing options for vertical surfaces, unless indicated otherwise.

- Form cure for 48 hr. after placement.
- Form cure for 12 hr. after placement followed by membrane curing.
- For HPC Concrete, form cure for 48 hr. after placement followed by membrane curing.
- For mass concrete, form cure as required by the heat control plan followed by membrane curing if forms are removed before 4 days.

Apply membrane curing, if used, within 2 hr. of form removal.

Use only water curing in accordance with this Section for the top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (stub walls, caps with backwalls, risers, etc.).

Cure all other concrete as specified in the pertinent Items. Use the following methods for curing concrete, subject to the requirements of this Item.

- 4.10.1. **Form Curing.** When forms are left in intimate contact with the concrete, other curing methods are not required except for exposed surfaces and for cold weather protection. Use another approved curing method if forms are removed before the 4-day required curing period.

- 4.10.2. **Water Curing.** Keep all exposed surfaces of the concrete wet continuously for the required curing time. Use water curing in accordance with concrete mixing water in Section 421.2.5., "Water." Do not use seawater or water that stains or leaves an unsightly residue.
- 4.10.2.1. **Blankets.** Keep the concrete continuously wet by maintaining wet cotton or burlap mats in direct contact with the concrete for the required curing time. Weight the mats adequately to provide continuous contact with all concrete. Cover surfaces that cannot be cured by direct contact with mats, forming an enclosure well anchored to the forms or ground so outside air cannot enter the enclosure. Provide sufficient moisture inside the enclosure to keep all surfaces of the concrete wet.
- 4.10.2.2. **Water Spray.** Overlap sprays or sprinklers to keep all unformed surfaces continuously wet.
- 4.10.2.3. **Ponding.** Cover the surfaces with at least 2 in. of clean granular material, kept wet at all times, or at least 1 in. deep water. Use a dam to retain the water or saturated granular material.
- 4.10.3. **Membrane Curing.** Choose either Type 1-D or Type 2 membrane-curing compound unless otherwise shown on the plans. Use the same type of curing compound on an individual member.

Apply membrane curing just after free moisture has disappeared at a rate of approximately 180 sq. ft. per gallon. Do not spray curing compound on projecting reinforcing steel or concrete that will later form a construction joint. Do not apply membrane curing to dry surfaces. Dampen formed surfaces and surfaces that have been given a first rub so they are moist at the time of application of the membrane.

Leave the film unbroken for the minimum curing period specified when membrane is used for complete curing. Correct damaged membrane immediately by reapplication of membrane. Polyethylene sheeting, burlap-polyethylene mats, or laminated mats in close contact with the concrete surfaces are equivalent to membrane curing.

- 4.11. **Removal of Forms and Falsework.** Remove forms for vertical surfaces after the concrete has aged a minimum of 12 hr. after initial set provided the removal can be done without damage to the concrete unless otherwise directed. Keep forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan outlined in Section 420.4.7.14., "Mass Placements."

Leave in place weight-supporting forms and falsework spanning more than 1 ft. for all bridge components and culvert slabs except as directed otherwise until the concrete has attained a compressive strength of 2,500 psi. Remove forms for other structural components as necessary.

Remove inside forms (walls and top slabs) for box culverts and sewers after concrete has attained a compressive strength of 1,800 psi if an approved overhead support system is used to transfer the weight of the top slab to the walls of the box culvert or sewer before removal of the support provided by the forms.

Forms or parts of forms may be removed only if constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

Remove all metal appliances used inside forms for alignment to a depth of at least 1/2 in. from the concrete surface. Make the appliances so metal may be removed without undue chipping or spalling of the concrete, and so it leaves a smooth opening in the concrete surface when removed. Do not burn off rods, bolts, or ties.

Remove all forms and falsework unless otherwise directed.

- 4.12. **Defective Work.** Repair defective work as soon as possible. Remove and replace at the expense of the Contractor any defect that cannot be repaired to the satisfaction of the Engineer.

- 4.13. **Ordinary Surface Finish.** Apply an ordinary surface finish to all concrete surfaces. Provide flat or textured surfaces as specified with uniform appearance. Address defects and surface irregularities not consistent with the intent of the expected finish by the following:

- Chip away all loose or broken material to sound concrete where porous, spalled, or honeycombed areas are visible after form removal.
- Repair spalls in accordance with the procedures outlined in the *Concrete Repair Manual* available on the Department's website.
- Clean and fill holes or spalls caused by the removal of form ties, etc., with latex grout, cement grout, or epoxy grout as approved. Fill only the holes. Do not blend the patch with the surrounding concrete. On surfaces to receive a rub finish in accordance with Item 427, "Surface Finishes for Concrete," chip out exposed parts of metal chairs to a depth of 1/2 in. and repair the surface.
- Remove all fins, rust staining, runs, drips, or mortar from surfaces that will be exposed. Smooth all form marks and chamfer edges by grinding or dry-rubbing.
- Ensure all repairs are dense, well-bonded, and properly cured. Finish exposed large repairs to blend with the surrounding concrete where a higher class of finish is not specified.

Apply an ordinary surface finish as the final finish to the following exposed surfaces unless noted otherwise:

- inside and top of inlets,
- inside and top of manholes,
- inside of sewer appurtenances, and
- inside of culvert barrels.

Form marks and chamfer edges do not need to be smoothed for the inside of culvert barrels.

5. MEASUREMENT

This Item will be measured by the cubic yard, square yard, foot, square foot, or by each structure.

- 5.1. **General.** Concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer.

In determining quantities, no deductions will be made for chamfers less than 2 in. or for embedded portions of steel or prestressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, ducts and voids for prestressed tendons, or embedded portions of light fixtures.

Variation in concrete headwall quantity incurred when an alternate bid for pipe is permitted will not be cause for payment adjustment.

Quantities revised by a change in design, measured as specified, will be increased or decreased and included for payment.

- 5.2. **Plans Quantity.** Structure elements designated in Table 1 and measured by the cubic yard are plans quantity measurement items. The quantity to be paid for plans quantity items 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.

No adjustment will be made for footings or other in-ground elements where the Contractor has been allowed to place concrete in an excavation without forms.

Table 1
Plans Quantity Payment
(Cubic Yard Measurement Only)

Culverts and culvert wing walls	Abutments
Headwalls for pipe	Footings
Retaining walls	Pile bent caps
Inlets and manholes	Post-tensioned elements

Note—Other elements, including pier and bent concrete, may be paid for as “plans quantity” when shown on the plans.

5.3. **Measured in Place.** Items not paid for as “plans quantity” will be measured in place.

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 the class of concrete and element identified and by the special designation when appropriate. This price is full compensation for furnishing, hauling, and mixing concrete materials; furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; clips, blocks, metal spacers, ties, wire, or other materials used for fastening reinforcement in place; furnishing, placing, and stressing post-tensioning system; placing, finishing, and curing concrete; mass placement controls; applying ordinary surface finish; furnishing and placing drains, metal flashing strips, and expansion-joint material; excavation, subgrade preparation; and forms and falsework, equipment, labor, tools, and incidentals.

Price will be adjusted in accordance with Article 421.6., “Measurement and Payment” when required to address non-compliance of project acceptance testing.

Design and installation of foundations for falsework is at the Contractor’s expense.

In addition to the work described above, for extending structures the unit prices bid for the various classifications of concrete shown are full compensation for removing and disposing of, if necessary, the designated portion of the existing structure; removing, stockpiling if necessary, and replacing headwall units for reuse; cleaning, bending, and cutting of exposed reinforcing steel; splicing of new reinforcing steel to existing reinforcing steel; installation of dowels; and cleaning and preparing existing concrete surfaces.

Item 462

Concrete Box Culverts and Drains



1. DESCRIPTION

Furnish, construct, and install concrete box culverts and drains.

2. MATERIALS

2.1. **General.** Furnish materials in accordance with the following.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete," and
- Item 464, "Reinforced Concrete Pipe."

Provide cast-in-place or precast, formed or machine-made, box culverts, and drains. Use Class S concrete for top slabs of cast-in-place concrete culverts for culverts with overlay, a 1- to 2-course surface treatment or a top slab that is the final riding surface unless otherwise shown on the plans. Use Class C concrete for the rest of the culvert and for all other cast-in-place boxes. Culverts with fill do not require Class S concrete.

Furnish material for machine-made precast boxes in accordance with [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.2. **Fabrication.**

2.2.1. **Cast-in-Place.** Meet Item 420, "Concrete Substructures" and Item 422, "Concrete Superstructures."

2.2.2. **Formed Precast.** Meet Item 424, "Precast Concrete Structural Members (Fabrication)."

2.2.3. **Machine-Made Precast.** Machine-made precast box culvert fabrication plants must be approved in accordance with [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification." The Department's MPL shows approved machine-made precast box culvert plants. Fabricate machine-made precast boxes in accordance with [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.3. **Testing.**

2.3.1. **Cast-in-Place.** Provide test specimens that meet Item 421, "Hydraulic Cement Concrete."

2.3.2. **Formed Precast.** Make, cure, and test compressive test specimens in accordance with [Tex-704-I](#).

2.3.3. **Machine-Made Precast.** Make, cure, and test compressive test specimens in accordance with [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.3.4. **Testing Equipment.** The producer must furnish all equipment required for testing concrete for boxes produced in a precasting plant.

2.4. **Lifting Holes.** Provide no more than 4 lifting holes in each section for precast boxes. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate

lifting devices based on the size and weight of the box section. Use lifting holes no larger than 3 in. in diameter. Cut no more than 5 in. in any direction of reinforcement per layer for lifting holes.

2.5. **Marking.** Mark precast boxes with the following:

- name or trademark of fabricator and plant location;
- ASTM designation;
- date of manufacture;
- box size;
- minimum and maximum fill heights;
- designated fabricator's approval stamp;
- boxes to be used for jacking and boring (when applicable);
- designation "SR" for boxes meeting sulfate-resistant concrete plan requirements (when applicable); and
- match-marks for proper installation, when required under Section 462.2.6., "Tolerances."

Mark 1 end of each box section, for boxes without lifting holes, on the inside and outside walls to indicate the top or bottom as it will be installed.

Indent markings into the box section or paint them on each box with waterproof paint.

2.6. **Tolerances.** Ensure precast sections meet the permissible variations listed in ASTM C1577 and that the sides of a section at each end do not vary from being perpendicular to the top and bottom by more than 1/2 in. when measured diagonally between opposite interior corners.

Ensure wall and slab thicknesses are not less than shown on the plans except for occasional deficiencies not greater than 3/16 in. or 5%, whichever is greater. If proper jointing is not affected, thicknesses in excess of plan requirements are acceptable.

Deviations from the above tolerances will be acceptable if the sections can be fitted at the plant or jobsite and the joint opening at any point does not exceed 1 in. Use match-marks for proper installation on sections that have been accepted in this manner.

2.6.1. **Boxes for Jacking Operations.** Use boxes for jacking operations as defined in Item 476, "Jacking, Boring, or Tunneling Pipe or Box," meeting the following additional requirements:

- The box ends must be square such that no point deviates more than 3/8 in. from a plane placed on the end of the box that is perpendicular to the box sides, and
- The slab and wall thicknesses must not be less than specified on the plans and must not exceed the specified thickness by more than 1/2 in.

2.7. **Defects and Repair.** Fine cracks on the surface of the member that do not extend to the plane of the nearest reinforcement are acceptable unless the cracks are numerous and extensive. Repair cracks that extend into the plane of the reinforcing steel in an approved manner. Excessive damage, honeycomb, or cracking will be subject to structural review. The Engineer may accept boxes with repairs that are sound, properly finished, and cured in conformance with pertinent specifications. Discontinue further production of precast sections when fine cracks on the surface indicate poor curing practices until corrections are made and proper curing is provided.

Repair machine-made precast boxes in accordance with [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.8. **Storage and Shipment.** Store precast sections on a level surface. Do not place any load on the sections until design strength is reached and curing is complete. Shipment of sections is permissible when the design strength and curing requirements have been met.

Store and ship machine-made precast boxes in accordance with [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

3. CONSTRUCTION

- 3.1. **Excavation, Shaping, Bedding, and Backfill.** Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are shown on the plans or permitted. Jack, bore, or tunnel in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Immediate backfilling is permitted for all box structures where joints consist of materials other than mortar. Take precautions in placing and compacting the backfill to avoid any movement of the boxes or damage to the joints. Remove and replace boxes damaged by the Contractor at no expense to the Department.
- 3.2. **Placement of Boxes.** Place the box sections in conformance with the plans or as directed when precast boxes are used to form multiple barrel structures. Place material to be used between barrels as shown on the plans or as directed. Start the laying of boxes on the bedding at the outlet end and proceed toward the inlet end with the abutting sections properly matched unless otherwise authorized. Fit, match, and lay the boxes to form a smooth, uniform conduit true to the established lines and grades. Lower the box sections into the trench, for trench installations, without damaging the box or disturbing the bedding and the sides of the trench. Carefully clean the ends of the box before it is placed. Prevent the earth or bedding material from entering the box as it is laid. Remove and re-lay, without extra compensation, boxes that are not in alignment or show excessive settlement after laying. Form and place cast-in-place boxes in accordance with Item 420, "Concrete Substructures."
- 3.3. **Jointing.** Use any of the jointing materials in accordance with the joint requirements specified in Item 464, "Reinforced Concrete Pipe," unless otherwise shown on the plans. Box joints for rubber gasketed material may be substituted for tongue and groove joints, provided they meet the requirements of ASTM C1677 for design of the joints and permissible variations in dimensions.
- 3.4. **Connections and Stub Ends.** Make connections of boxes to existing boxes, pipes, drains, or drain appurtenances as shown on the plans. Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Connect boxes to any required headwalls, wingwalls, safety end treatments or riprap, or other structures as shown on the plans or as directed. Repair any damage to the existing structure resulting from making the connections. Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the box.
- Fill lifting holes with mortar or concrete and cure for precast boxes. Precast concrete or mortar plugs may be used.
- 3.5. **Extending.** Break back and extend existing culverts in accordance with Section 420.4.8 "Extending Existing Substructures," and Section 422.4.5 "Extending Existing Slabs," as applicable.

4. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the culvert or drain along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Measurement of spurs, branches, or new connection box section will be made from the intersection of the flow line with the outside surface of the structure into which it connects. Where inlets, headwalls, wingwalls, catch basins, manholes, junction chambers, or other structures are included in lines of culverts or drains, the length of box section tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

The measured length of multiple barrel structures will be the sum of the lengths of the barrels.

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.

5. 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 "Concrete Box Culvert" of the size specified. This price is full compensation for constructing, furnishing, and transporting sections; preparation and shaping of the bed; backfill material between box sections; jointing of sections; jointing material; cutting of sections on skew or slope; connections to new or existing structures; breaking back, removing and disposing of portions of the existing structure and replacing portions of the existing structure as required to make connections; concrete and reinforcing steel; and equipment, labor, materials, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures." When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item. When jacking, boring, or tunneling is required, payment will be made under Item 476, "Jacking, Boring, or Tunneling Pipe or Box."

Item 464

Reinforced Concrete Pipe



1. DESCRIPTION

Furnish and install reinforced concrete pipe, materials for precast concrete pipe culverts, or precast concrete storm drain mains, laterals, stubs, and inlet leads.

2. MATERIALS

- 2.1. **Fabrication.** Fabrication plants must be approved by the Construction Division in accordance with [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification," before furnishing precast reinforced concrete pipe for Department projects. The Department's MPL has a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

- 2.2. **Design.**

- 2.2.1. **General.** The class and D-load equivalents are shown in Table 1. Furnish arch pipe in accordance with ASTM C506 and the dimensions shown in Table 2. Furnish horizontal elliptical pipe in accordance with ASTM C507 and the dimensions shown in Table 3. For arch pipe and horizontal elliptical pipe the minimum height of cover required is 1 ft.

Table 1
Circular Pipe
ASTM C76 & ASTM C655

Class	D-Load
I	800
II	1,000
III	1,350
IV	2,000
V	3,000

Table 2
Arch Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	13-1/2	22
2	21	15-1/2	26
3	24	18	28-1/2
4	30	22-1/2	36-1/4
5	36	26-5/8	43-3/4
6	42	31-5/16	51-1/8
7	48	36	58-1/2
8	54	40	65
9	60	45	73
10	72	54	88

Table 3
Horizontal Elliptical Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

- 2.2.2. **Jacking, Boring, or Tunneling.** Design pipe for jacking, boring, or tunneling considering the specific installation conditions such as the soil conditions, installation methods, anticipated deflection angles, and jacking stresses. Provide design notes and drawings signed and sealed by a Texas licensed professional engineer when requested.
- 2.3. **Marking.** Furnish each section of reinforced concrete pipe marked with the following information specified in [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."
- class or D-load of pipe,
 - ASTM designation,
 - date of manufacture,
 - pipe size,
 - name or trademark of fabricator and plant location,
 - designated fabricator's approval stamp,
 - pipe to be used for jacking and boring (when applicable), and
 - designation "SR" for pipe meeting sulfate-resistant concrete plan requirements (when applicable).
- Clearly mark 1 end of each section during the process of manufacture or immediately thereafter for pipe with elliptical reinforcement. Mark the pipe on the inside and outside of opposite walls to show the location of the top or bottom of the pipe as it should be installed unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Mark the pipe section by indenting or painting with waterproof paint.
- 2.4. **Inspection.** Provide access for inspection of the finished pipe at the project site before and during installation.
- 2.5. **Causes for Rejection.** Individual section of pipe may be rejected for any of the conditions stated in the Annex of [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."
- 2.6. **Repairs.** Make repairs if necessary as stated in the Annex of [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."
- 2.7. **Jointing Materials.** Use any of the following materials for the making of joints unless otherwise shown on the plans. Furnish a manufacturer's certificate of compliance for all jointing materials except mortar.
- 2.7.1. **Mortar.** Provide mortar for joints that meets the requirements of Section 464.3.3., "Jointing."
- 2.7.2. **Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Provide a material that consists of natural or processed asphalt base, suitable volatile solvents, and inert filler. Ensure the consistency is such that the ends of the pipe can be coated with a layer of the compound up to 1/2 in. thick by means of a trowel. Provide

a joint compound that cures to a firm, stiff plastic condition after application. Provide a material of a uniform mixture. Stir any small separation found in the container into a uniform mix before using.

Provide a material that meets the requirements of Table 4 when tested in accordance with [Tex-526-C](#).

Table 4
Cold-Applied, Plastic Asphalt Sewer Joint Compound Material Requirements

Composition	Analysis
Asphalt base, 100%–% volatiles–% ash, % by weight	28–45
Volatiles, 212°F evaporation, 24 hr., % by weight	10–26
Mineral matter, determined as ash, % by weight	30–55
Consistency, cone penetration, 150 q, 5 sec., 77°F	150–275

- 2.7.3. **Rubber Gaskets.** Provide gaskets that conform to ASTM C1619 Class A or C. Meet the requirements of ASTM C443 for design of the pipe joints and permissible variations in dimensions.
- 2.7.4. **Pre-Formed Flexible Joint Sealants.** Pre-formed flexible joint sealants may be used for sealing joints of tongue-and-groove concrete pipe. Provide flexible joint sealants that meet the requirements of ASTM C990. Use flexible joint sealants that do not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. Supply in extruded rope form of suitable cross-section. Provide a size of the pre-formed flexible joint sealant in accordance with the manufacturer's recommendations and large enough to properly seal the joint. Protect flexible joint sealants with a suitable wrapper able to maintain the integrity of the jointing material when the wrapper is removed.

3. CONSTRUCTION

- 3.1. **Excavation, Shaping, Bedding, and Backfill.** Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are permitted. Jack, bore, or tunnel the pipe in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Immediate backfilling is permitted if joints consist of materials other than mortar. Take special precautions in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. Do not use heavy earth-moving equipment to haul over the structure until a minimum of 4 ft. of permanent or temporary compacted fill has been placed over the structure unless otherwise shown on the plans or permitted in writing. Remove and replace pipe damaged by the Contractor at no expense to the Department.
- 3.2. **Laying Pipe.** Start the laying of pipe on the bedding at the outlet end with the spigot or tongue end pointing downstream, and proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades unless otherwise authorized. Fit, match, and lay the pipe to form a smooth, uniform conduit. Cut cross trenches in the foundation to allow the barrel of the pipe to rest firmly upon the bedding where bell-and-spigot pipe is used. Cut cross trenches no more than 2 in. larger than the bell ends of the pipe. Lower sections of pipe into the trench without damaging the pipe or disturbing the bedding and the sides of the trench. Carefully clean the ends of the pipe before the pipe is placed. Prevent the earth or bedding material from entering the pipe as it is laid. Lay the pipe in the trench, when elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, so the markings for the top or bottom are not more than 5° from the vertical plane through the longitudinal axis of the pipe. Remove and re-lay, without extra compensation, pipe that is not in alignment or shows excessive settlement after laying.
- Lay multiple lines of reinforced concrete pipe with the centerlines of the individual barrels parallel. Use the clear distances between outer surfaces of adjacent pipes shown in Table 5 unless otherwise shown on the plans. Use the equivalent diameter from Table 2 or Table 3 for arch pipe or horizontal elliptical pipe to determine the clear distance requirement in Table 5.

Table 5
Minimum Clear Distance between Pipes

Equivalent Diameter	Min Clear Distance
18 in.	9 in.
24 in.	11 in.
30 in.	1 ft. 1 in.
36 in.	1 ft. 3 in.
42 in.	1 ft. 5 in.
48 in.	1 ft. 7 in.
54 in.	1 ft. 11 in.
60 to 84 in.	2 ft.

- 3.3. **Jointing.** Make available an appropriate rolling device similar to an automobile mechanic's "creeper" for conveyance through small-size pipe structures.
- 3.3.1. **Joints Sealed with Hydraulic Cement Mortar.** Use Type S mortar meeting the requirements of ASTM C270. Clean and wet the pipe ends before making the joint. Plaster the lower half of the bell or groove and the upper half of the tongue or spigot with mortar. Pack mortar into the joint from both inside and outside the pipe after the pipes are tightly jointed. Finish the inside smooth and flush with adjacent joints of pipe. Form a bead of semicircular cross-section over tongue-and-groove joints outside the pipe, extending at least 1 in. on each side of the joint. Form the mortar for bell-and-spigot joints to a 45° fillet between the outer edge of the bell and the spigot. Cure mortar joints by keeping the joints wet for at least 48 hr. or until the backfill has been completed, whichever comes first. Place fill or backfill once the mortar jointing material has cured for at least 6 hr. Conduct jointing only when the atmospheric temperature is above 40°F. Protect mortared joints against freezing by backfilling or other approved methods for at least 24 hr.
- Driveway culverts do not require mortar banding on the outside of the pipe.
- Furnish pipes, with approval, that are large enough for a person to enter with the groove between 1/2 in. and 3/4 in. longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Clean the space on the interior of the pipe between the end of the tongue and the groove of all foreign material, thoroughly wet and fill with mortar around the entire circumference of the pipe, and finish flush after the backfilling has been completed.
- 3.3.2. **Joints Using Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Ensure both ends of the pipes are clean and dry. Trowel or otherwise place a 1/2-in. thick layer of the compound in the groove end of the pipe covering at least 2/3 of the joint face around the entire circumference. Shove home the tongue end of the next pipe with enough pressure to make a tight joint. Remove any excess mastic projecting into the pipe after the joint is made. Backfill after the joint has been inspected and approved.
- 3.3.3. **Joints Using Rubber Gaskets.** Make the joint assembly according to the recommendations of the gasket manufacturer. Make joints watertight when using rubber gaskets. Backfill after the joint has been inspected and approved.
- 3.3.4. **Joints Using Pre-Formed Flexible Joint Sealants.** Install pre-formed flexible joint sealants in accordance with the manufacturer's recommendations. Place the joint sealer so no dirt or other deleterious materials come in contact with the joint sealing material. Pull or push home the pipe with enough force to properly seal the joint. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow. Store pre-formed flexible joint sealants in an area warmed naturally or artificially to above 70°F in an approved manner when the atmospheric temperature is below 60°F. Apply flexible joint sealants to pipe joints immediately before placing pipe in trench, and connect pipe to previously laid pipe. Backfill after the joint has been inspected and approved.
- 3.4. **Connections and Stub Ends.** Make connections of concrete pipe to existing pipes, pipe storm drains, or storm drain appurtenances as shown on the plans.

Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Repair any damage to the existing structure resulting from making the connections.

Make connections between concrete pipe and corrugated metal pipe with a suitable concrete collar and a minimum thickness of 4 in. unless otherwise shown on the plans.

Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the pipe.

Fill lift holes with concrete, mortar, or precast concrete plugs after the pipe is in place.

4. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the pipe barrel along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Pipe that will be jacked, bored, or tunneled will be measured in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Measurement of spurs, branches, or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, the length of pipe tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels.

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.

5. 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 "Reinforced Concrete Pipe," "Reinforced Concrete Pipe (Arch)," or "Reinforced Concrete Pipe (Elliptical)" of the size and D-load specified or of the size and class specified. This price is full compensation for constructing, furnishing, transporting, placing, and joining pipes; shaping the bed; cutting pipes on skew or slope; connecting to new or existing structures; breaking back, removing, and disposing of portions of the existing structure; replacing portions of the existing structure; cutting pipe ends on skew or slope; and equipment, labor, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures." When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item. When jacking, boring or tunneling is required, payment will be made under Item 476, "Jacking, Boring or Tunneling Pipe or Box."

Item 465

Junction Boxes, Manholes, and Inlets



1. DESCRIPTION

Construct junction boxes, manholes, and inlets, complete in place or to the stage detailed, including furnishing and installing frames, grates, rings, and covers.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete," and
- Item 471, "Frames, Grates, Rings, and Covers."

Cast-in-place junction boxes, manholes, inlets, risers, and appurtenances are acceptable unless otherwise shown. Alternate designs for cast-in-place items must be acceptable to the Engineer and must conform to functional dimensions and design loading. Alternate designs must be designed and sealed by a licensed professional engineer.

- 2.1. **Concrete.** Furnish Class H concrete as referenced in Item 421 "Hydraulic Cement Concrete," except that Mix Design Options 1–8 will be allowed for formed precast junction boxes, manholes, and inlets. Furnish concrete per [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification," for machine-made precast junction boxes, manholes, and inlets. Furnish Class C concrete for cast-in-place manholes and inlets unless otherwise shown on the plans.
- 2.2. **Mortar.** Furnish mortar conforming to [DMS-4675](#), "Cementitious Grouts and Mortars for Miscellaneous Applications."
- 2.3. **Timber.** Provide sound timber that is a minimum of 3 in. nominal thickness and reasonably free of knots and warps for temporary covers when used with Stage I construction (see Article 465.3., "Construction").
- 2.4. **Other Materials.** Use commercial-type hardware as approved.

3. CONSTRUCTION

Construct all types of junction boxes, manholes, and inlets either complete or in 2 stages, described as Stage I and Stage II.

Construct the Stage I portion of junction boxes, manholes, and inlets as shown on the plans or as specified in this Item. Furnish and install a temporary cover as approved.

Furnish and install the storm drain pipe and a temporary plug for the exposed end of the storm drain pipe from the storm drain to a point below the top of curb indicated on the plans for Stage I construction of cast iron or steel inlet units.

Construct Stage II after the pavement structure is substantially complete unless otherwise approved.

Construct the remaining wall height and top of junction box, manhole, or inlet for Stage II, and furnish and install any frames, grates, rings and covers, curb beams, or collecting basins required.

Construct cast-in-place junction boxes, manholes, and inlets in accordance with Item 420, "Concrete Substructures." Forms will be required for all concrete walls. Outside wall forms for cast-in-place concrete may be omitted with approval if the surrounding material can be trimmed to a smooth vertical face.

- 3.1. **Precast Junction Boxes, Manholes, and Inlets.** Construct formed precast junction boxes, manholes, and inlets in accordance with Item 420, "Concrete Substructures," except as otherwise noted in this Item. Construct machine-made precast junction boxes, manholes, and inlets in accordance with ASTM C478 except as otherwise noted in this Item. Mix and place concrete for machine-made junction boxes, manholes, and inlets per the requirements of [DMS-7310](#), "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification." Conform to the product permissible variations and rejection criteria stated in ASTM C478 for machine-made precast junction boxes, manholes, and inlets. Cure all precast units in accordance with Item 424, "Precast Concrete Structural Members (Fabrication)."
- Multi-project fabrication plants as defined in Item 424 "Precast Concrete Structural Members (Fabrication)," that produce manholes and inlets will be approved by the Construction Division in accordance with [DMS-7340](#), "Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Junction Boxes, Manholes and Inlets." The Department's MPL has a list of approved multi-project plants.
- 3.1.1. **Lifting Holes.** Provide no more than 4 lifting holes in each section for precast units. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate lifting devices based on the size and weight of the section. The maximum hole diameter is 3 in. at the inside surface of the wall and 4 in. at the outside surface. Cut no more than 5 in. in any direction of reinforcement per layer for lifting holes. Repair spalled areas around lifting holes.
- 3.1.2. **Marking.** Clearly mark each precast junction box, manhole, and inlet unit with the following information:
- name or trademark of fabricator and plant location;
 - product designation;
 - ASTM designation (if applicable);
 - date of manufacture;
 - designated fabricator's approval stamp; and
 - designation "SR" for product meeting sulfate-resistant concrete plan requirements (when applicable).
- 3.1.3. **Storage and Shipment.** Store precast units on a level surface. Do not ship units until design strength requirements have been met.
- 3.2. **Excavation, Shaping, Bedding, and Backfill.** Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures." Immediate backfilling is permitted for all junction box, manhole, and inlet structures where joints consist of rubber boots, rubber gaskets, or bulk or preformed joint sealant. Take precautions in placing and compacting the backfill to avoid any movement of junction boxes, manholes, and inlets. Remove and replace junction boxes, manholes, and inlets damaged by the Contractor at no expense to the Department.
- 3.3. **Junction Boxes, Manholes, and Inlets for Precast Concrete Pipe Storm Drains.** Construct junction boxes, manholes, and inlets for precast concrete pipe storm drains before completion of storm drain lines into or through the junction box, manhole, or inlet. Neatly cut all storm drains at the inside face of the walls of the junction box, manhole, or inlet.
- 3.4. **Junction Boxes, Manholes, and Inlets for Box Storm Drains.** Place bases or risers of junction boxes, manholes, and inlets for box storm drains before or in conjunction with placement of the storm drain. Backfill the junction box, manhole, or inlet and storm drain as a whole.
- 3.5. **Inverts.** Shape and route floor inverts passing out or through the junction box, manhole, or inlet as shown on the plans. Shape by adding and shaping mortar or concrete after the base is placed or by placing the required additional material with the base.

- 3.6. **Finishing Complete Junction Boxes, Manholes, and Inlets.** Complete junction boxes, manholes, and inlets in accordance with the plans. Backfill to original ground elevation in accordance with Item 400, "Excavation and Backfill for Structures."
- 3.7. **Finishing Stage I Construction.** Complete Stage I construction by constructing the walls to the elevations shown on the plans and backfilling to required elevations in accordance with Item 400, "Excavation and Backfill for Structures."
- 3.8. **Stage II Construction.** Construct subgrade and base course or concrete pavement construction over Stage I junction box, manhole, or inlet construction unless otherwise approved. Excavate to expose the top of Stage I construction and complete the junction box, manhole or inlet in accordance with the plans and these Specifications, including backfill and cleaning of all debris from the bottom of the junction box, manhole, or inlet.
- 3.9. **Inlet Units.** Install cast iron or steel inlet units in conjunction with the construction of concrete curb and gutter. Set the inlet units securely in position before placing concrete for curb and gutter. Form openings for the inlets and recesses in curb and gutter as shown on the plans. Place and thoroughly consolidate concrete for curb and gutter adjacent to inlets and around the inlet castings and formed openings and recesses without displacing the inlet units.

4. MEASUREMENT

All junction boxes, manholes, and inlets satisfactorily completed in accordance with the plans and specifications will be measured by each junction box, manhole, or inlet, complete, or by each junction box, manhole, or inlet completed to the stage of construction required by the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for as follows:

- 5.1. **Complete Manholes.** Payment for complete manholes will be made at the unit price bid for "Manhole (Complete)" of the type specified.
- 5.2. **Complete Inlets.** Payment for inlets will be made at the unit price bid for "Inlet (Complete)," of the type specified.
- 5.3. **Complete Junction Boxes.** Payment for junction boxes will be made at the unit price bid for "Junction Box (Complete)" of the type specified.
- 5.4. **Manholes Stage I.** Payment for Manholes, Stage I, will be made at the unit price bid for each "Manhole (Stage I)" of the type specified.
- 5.5. **Manholes Stage II.** Payment for Manholes, Stage II, will be made at the unit price bid for each "Manhole (Stage II)" of the type specified.
- 5.6. **Inlets Stage I.** Payment for Inlets, Stage I, will be made at the unit price bid for each "Inlet (Stage I)" of the type specified.
- 5.7. **Inlets Stage II.** Payment for Inlets, Stage II, will be made at the unit price bid for each "Inlet (Stage II)" of the type specified.
- 5.8. **Junction Boxes Stage I.** Payment for Junction Boxes, Stage I, will be made at the unit price bid for each "Junction Box (Stage I)" of the type specified.

- 5.9. **Junction Boxes Stage II.** Payment for Junction Boxes, Stage II, will be made at the unit price bid for each "Junction Box (Stage II)" of the type specified.

This price is full compensation for concrete, reinforcing steel, mortar, frames, grates, rings and covers, excavation, and backfill and for all other materials, tools, equipment, labor, and incidentals.

Item 466

Headwalls and Wingwalls



1. DESCRIPTION

Furnish, construct, and install concrete headwalls and wingwalls for drainage structures and underpasses.

2. MATERIALS

2.1. **General.** Furnish materials in accordance with the following.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete," and
- Item 440, "Reinforcement for Concrete."

Use Class C concrete for cast-in-place and precast concrete units unless otherwise shown on the plans. Furnish cast-in-place or precast headwalls and wingwalls unless otherwise shown on the plans.

2.2. **Fabrication.**

2.2.1. **General.** Fabricate cast-in-place concrete units and precast units in accordance with Item 420 "Concrete Substructures." Use the following definitions for headwalls and wingwalls:

- "Headwalls" refers to all walls, including wings, at the ends of single-barrel and multiple-barrel pipe culvert structures.
- "Wingwalls" refers to all walls at the ends of single-barrel or multiple-barrel box culvert structures.

2.2.2. **Lifting Holes.** Provide no more than 4 lifting holes in each section for precast units. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate lifting devices based on the size and weight of the section. The maximum hole diameter is 3 in. at the inside surface of the wall and 4 in. at the outside surface. Cut no more than 1 longitudinal wire or 2 circumferential wires per layer of reinforcing steel when locating lift holes. Repair spalled areas around lifting holes.

2.2.3. **Marking.** Clearly mark each precast unit before shipment from the casting or fabrication yard with the following:

- the date of manufacture,
- the name or trademark of the manufacturer, and
- the type and size designation.

2.2.4. **Storage and Shipment.** Store precast units on a level surface. Do not place any loads on precast concrete units until design strength is reached. Do not ship units until design strength requirements have been met.

2.2.5. **Causes for Rejection.** Precast units may be rejected for not meeting any one of the specification requirements. Individual units may also be rejected for fractures or cracks passing through the wall or surface defects indicating honeycombed or open texture surfaces. Remove rejected units from the project, and replace them with acceptable units meeting the requirements of this Item.

2.2.6. **Defects and Repairs.** Occasional imperfections in manufacture or accidental damage sustained during handling may be repaired. The repaired units will be acceptable if they conform to the requirements of this Item and the repairs are sound, properly finished, and cured in conformance with pertinent specifications.

3. CONSTRUCTION

- 3.1. **General.** Remove portions of existing structures and drill, dowel, and grout in accordance with Item 420, "Concrete Substructures."
- 3.2. **Excavation, Shaping, Bedding, and Backfill.** Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures." Take special precautions in placing and compacting the backfill to avoid any movement or damage to the units. Bed precast units on foundations of firm and stable material accurately shaped to conform to the bases of the units.
- 3.3. **Placement of Precast Units.** Provide adequate means to lift and place the precast units. Fill lifting holes with mortar or concrete and cure. Precast concrete or mortar plugs may be used.
- 3.4. **Connections.** Make connections to new or existing structures in accordance with the details shown on the plans. Furnish jointing material in accordance with Item 464, "Reinforced Concrete Pipe," or as shown on the plans.

Remove a length of the existing pipe from the headwall to the joint when removing existing headwalls as shown on the plans or as approved. Re-lay the removed pipe if approved, or furnish and lay a length of new pipe.

4. MEASUREMENT

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.

- 4.1. **Headwalls.** Headwalls will be measured by each end of a structure.
- 4.2. **Wingwalls.** Wingwalls will be measured by one of the following methods:
- 4.2.1. **Square Foot.** Wingwalls will be measured by the square foot of the front surface area of the wall of each type. The area will be measured from the top of the footing or apron to the top of the wall unless otherwise shown on the plans. If there is no footing or apron, then measurement is from the bottom of the wall.
- 4.2.2. **Each.** Wingwalls will be measured by each end of a structure.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the price bid for "Headwalls" of the type and pipe size (diameter or design) specified, "Wingwalls" of the type specified when measurement is by the square foot, or "Wingwalls" of the type and wall height specified when measurement is by each. For payment purposes, the wingwall height will be rounded to the nearest foot. All wingwalls and headwalls of the same type will be paid for equally when skew does not affect the type. This price is full compensation for constructing, furnishing, transporting, and installing the headwalls or wingwalls; connecting to existing structure; breaking back, removing and disposing of portions of the existing structure, and replacing portions of the existing structure as required to make connections; excavation and backfill; and concrete, reinforcing steel, corrugated metal pipe or reinforced concrete pipe, equipment, labor, tools, and incidentals.

Apron concrete or riprap between or around the wingwalls of single- or multiple-barrel box culvert structures will be measured and paid for in accordance with Item 432, "Riprap."

The removal and re-laying of existing pipe or the furnishing of new pipe to replace existing pipe will not be paid for directly but will be considered subsidiary to this Item.

Item 496

Removing Structures



1. DESCRIPTION

Remove and either dispose of or salvage structures.

2. CONSTRUCTION

- 2.1. **Demolition Plans.** Follow the demolition sequence shown on the plans for bridge structures to be removed, or submit a demolition plan if indicated on the plans. Include in the required demolition plan the type and location of equipment to be used, the method and sequence of removal of the structural elements, and a narrative indicating the stability of the partially demolished structure is maintained throughout the demolition process. Have these plans signed and sealed by a licensed professional engineer when demolished structure intersects active roadways and as otherwise shown on the plans. Submit required demolition plans at least 14 days before starting work unless otherwise directed. Department approval of these plans is not required, but the Department reserves the right to request modifications to the plans when work could affect the safety of the traveling public and when around other transportation facilities to remain in place. Notify the Department 30 days before starting any bridge demolition work to allow for required notifications to other agencies.
- 2.2. **Removal.**
- 2.2.1. **Pipes.** Avoid damaging appurtenances determined by the Engineer to be salvageable.
- 2.2.2. **Concrete, Brick, or Stone Structures.** Portions of structures that will not interfere with the proposed construction may remain in place 2 ft. or more below the permanent ground line. Square off remaining structures and cut reinforcement flush with the surface of the concrete.
- 2.2.3. **Steel Structures.** Dismantle steel to be retained by the Department or re-erected by cold-cutting fastener heads and punching or drilling the remaining portion of the fastener, air-arc gouging welded connections, and flame-cutting beams along a straight line. The Engineer may approve other methods of cutting. Cut beams at the locations shown on the plans. Match-mark steel to be re-erected with paint in accordance with the erection drawings. Remove steel piles or cut off 2 ft. or more below the permanent ground line.
- 2.2.4. **Timber Structures.** Remove all fasteners from timber determined by the engineer to be salvageable. Remove timber piles or cut off 2 ft. or more below the permanent ground line.
- 2.3. **Salvage.** Avoid damage to materials shown on the plans to be salvaged. Deliver materials to be retained by the Department to the location shown on the plans. Block up salvaged steel materials off the ground.
- 2.4. **Disposal.** Material removed that is not deemed to be salvageable is the property of the Contractor. Dispose of removed material off the right of way in accordance with federal, state, and local regulations.
- 2.5. **Backfill.** Backfill excavation and voids to the original ground line if resulting from the removal of structures. Place backfill that will support any portion of the roadbed or embankment to the same requirements for placing embankment. Backfill other areas in 10 in. layers, loose measurement, and compact to the density of adjacent undisturbed material.

3. MEASUREMENT

This Item will be measured by each structure or by the foot.

4. PAYMENT

The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Structures" of the type of structure specified. This price is full compensation for demolition plan preparation, loading, hauling, disposal, stockpiling, removal of appurtenances, excavation and backfill, equipment, labor, tools, and incidentals.

Item 500

Mobilization



1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hrs. a day, 7 days a week unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows:

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance,
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less,
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount,
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 months after final acceptance.

For Contracts with callout or emergency work, "Mobilization," will be paid as follows:

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance,
- Mobilization for callout work will be paid for each callout work request, and
- Mobilization for emergency work will be paid for each emergency work request.

Item 502

Barricades, Signs, and Traffic Handling



1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety."

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement personnel with patrol vehicles will be measured by the hour for each person.

4. PAYMENT

- 4.1. **Barricades, Signs, and Traffic Handling.** Except for Contracts with callout work and work orders, 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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

- 4.1.1. **Initiation of Payment.** Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.
- 4.1.2. **Paid Months.** Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.
- If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.
- 4.1.3. **Maximum Total Payment Before Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5., "Balance Due."
- 4.1.4. **Total Payment Quantity.** The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.1.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.
- 4.1.5. **Balance Due.** The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."
- 4.1.6. **Contracts with Callout Work and Work Orders.** The work performed and the materials furnished with this Item and measured as provided under "Measurement," will be considered subsidiary to pertinent Items, except for federally funded Contracts.
- 4.2. **Law Enforcement Personnel.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

Item 506

Temporary Erosion, Sedimentation, and Environmental Controls



1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost,"
- Item 432, "Riprap," and
- Item 556, "Pipe Underdrains."

2.1. Rock Filter Dams.

2.1.1. **Aggregate.** Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material.** Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

- 2.2. **Temporary Pipe Slope Drains.** Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.
- Furnish concrete in accordance with Item 432, "Riprap."
- 2.3. **Temporary Paved Flumes.** Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.
- 2.4. **Construction Exits.** Provide materials that meet the details shown on the plans and this Section.
- 2.4.1. **Rock Construction Exit.** Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.
- 2.4.2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.
- 2.4.3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.
- 2.5. **Embankment for Erosion Control.** Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.
- 2.6. **Pipe.** Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.
- 2.7. **Construction Perimeter Fence.**
- 2.7.1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.
- 2.7.2. **Fence.** Provide orange construction fencing as approved.
- 2.7.3. **Fence Wire.** Provide 14 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.
- 2.7.4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.
- 2.7.5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.
- 2.7.6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if approved.
- 2.8. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

- 2.9. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.
- 2.9.1. **Fabric.** Provide fabric materials in accordance with [DMS-6230](#), "Temporary Sediment Control Fence Fabric."
- 2.9.2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.
- 2.9.3. **Net Reinforcement.** Provide net reinforcement of at least 12.5 gauge (SWG) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.
- 2.9.4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.
- 2.9.5. **Used Materials.** Use recycled material meeting the applicable requirements if approved.
- 2.10. **Biodegradable Erosion Control Logs.**
- 2.10.1. **Core Material.** Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."
- 2.10.2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.
- Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.
- Furnish recyclable containment mesh for temporary installations.
- 2.10.3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

- 3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on

how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and submit a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training. Provide the most current list at the preconstruction conference or before SWP3 or soil disturbing activities. Update the list as needed and provide the updated list when updated.

- 3.2. **Contractor Superintendent Qualifications and Responsibilities.** Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.
- 3.3. **Training.** All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures, storm water control measures, and seeding activities must complete training as prescribed by the Department.

4. CONSTRUCTION

- 4.1. **Contractor Responsibilities.** Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.
- 4.2. **Implementation.** The CRPE, or alternate CRPE, must be accessible by phone and able to respond to project-related storm water management or other environmental emergencies 24 hr. per day.
- 4.2.1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.
- 4.2.2. **Phasing.** Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.
- Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.
- 4.3. **General.**
- 4.3.1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

- 4.3.2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with the TPDES General Permit TXR150000.
- 4.3.3. **Finished Work.** Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.
- 4.3.4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.
- 4.4. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

- 4.4.1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

- 4.4.1.1. **Type 1 (Non-Reinforced).**
- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
 - **Top Width.** At least 2 ft.
 - **Slopes.** No steeper than 2:1.
- 4.4.1.2. **Type 2 (Reinforced).**
- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
 - **Top Width.** At least 2 ft.
 - **Slopes.** No steeper than 2:1.
- 4.4.1.3. **Type 3 (Reinforced).**
- **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.
 - **Top Width.** At least 2 ft.
 - **Slopes.** No steeper than 2:1.
- 4.4.1.4. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.
- Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.
- Lift and place without damaging the gabion. Shape sack gabions to existing contours.
- 4.4.1.5. **Type 5.** Provide rock filter dams as shown on the plans.
- 4.4.2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.
- 4.4.3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.
- 4.4.4. **Construction Exits.** Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.
- 4.4.4.1. **Long-Term.** Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.
- 4.4.4.1.1. **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.
- 4.4.4.1.2. **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

- 4.4.4.2. **Short-Term.**
- 4.4.4.2.1. **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.
- 4.4.4.2.2. **Type 4.** Construct as shown on the plans or as directed.
- 4.4.5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.
- 4.4.5.1. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.
- Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.
- 4.4.5.2. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.
- 4.4.6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.
- 4.4.6.1. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.
- 4.4.6.2. **Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.
- 4.4.6.3. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.
- 4.4.7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.
- 4.4.8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.
- 4.4.8.1. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.
- 4.4.8.2. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.
- 4.4.8.3. **Fabric and Net Reinforcement Attachment.** Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn

vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

- 4.4.8.4. **Fabric and Net Splices.** Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

- 4.4.9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

- 4.4.10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

- 4.5. **Monitoring and Documentation.** Monitor the control measures on a daily basis as long as there are BMPs in place and/or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as directed.

5. MEASUREMENT

- 5.1. **Rock Filter Dams.** Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.
- 5.1.1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.
- 5.1.2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.
- 5.1.2.1. **Installation.** Measurement will be made in final position.
- 5.1.2.2. **Removal.** Measurement will be made at the point of removal.

- 5.2. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot.
- 5.3. **Temporary Paved Flumes.** Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.
- 5.4. **Construction Exits.** Construction exits will be measured by the square yard of surface area.
- 5.5. **Earthwork for Erosion and Sediment Control.**
- 5.5.1. **Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.
- 5.5.2. **Volume Measurement.**
- 5.5.2.1. **In Place.**
- 5.5.2.1.1. **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.
- 5.5.2.1.2. **Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:
- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
 - the lines, grades and slopes of the accepted embankment for the feature.
- 5.5.2.2. **In Vehicles.** Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.
- 5.6. **Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot.
- 5.7. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.
- 5.8. **Temporary Sediment-Control Fence.** Installation or removal of temporary sediment-control fence will be measured by the foot.
- 5.9. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.
- 5.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this item.

6. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;

- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking which is subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

6.1. **Rock Filter Dams.** 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 as follows:

6.1.1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.2. **Temporary Pipe Slope Drains.** 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 "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

6.3. **Temporary Paved Flumes.** 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 "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

- 6.4. **Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

- 6.5. **Earthwork for Erosion and Sediment Control.**

- 6.5.1. **Initial Earthwork for Erosion and Sediment Control.** 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 "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

- 6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

- 6.6. **Construction Perimeter Fence.** 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 "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

- 6.7. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for “Sandbags for Erosion Control” (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.
- Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for “Sandbags for Erosion Control,” which is full compensation for the reinstallation of the sandbags.
- 6.8. **Temporary Sediment-Control Fence.** 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 as follows:
- 6.8.1. **Installation.** Installation will be paid for as “Temporary Sediment-Control Fence (Install).” This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.
- 6.8.2. **Removal.** Removal will be paid for as “Temporary Sediment-Control Fence (Remove).” This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.
- 6.9. **Biodegradable Erosion Control Logs.** 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 as follows:
- 6.9.1. **Installation.** Installation will be paid for as “Biodegradable Erosion Control Logs (Install)” of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.
- 6.9.2. **Removal.** Removal will be paid for as “Biodegradable Erosion Control Logs (Remove).” This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.
- 6.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Item 760

Cleaning and Reshaping Ditches



1. DESCRIPTION

Clean and reshape ditches.

2. WORK METHODS

Excavate and remove excess material from ditches and from around fixtures within the limits of the excavation or reshape by cleaning silt from the ditch and spreading on backslope as approved. Reshape ditches in conformance with the lines, grades, and typical cross-sections shown on the plans, or as directed. Dispose of excess material in accordance with applicable federal, state, and local regulations, or place on right of way, as directed. Maintain ditch drainage during cleaning and reshaping work.

3. MEASUREMENT

Measurement will be as follows:

- 3.1. **Foot.** By the foot, measured along the centerline of the ditch.
- 3.2. **Cubic Yard in Place.** By the cubic yard in its original position computed by the method of average end areas.
- 3.3. **Cubic Yard in Vehicle.** By the cubic yard in vehicles measured at the point of excavation.

4. PAYMENT

The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Ditch Reshaping (Foot)," "Ditch Cleaning and Reshaping (Cubic Yard in Place)," or "Ditch Cleaning and Reshaping (Cubic Yard in Vehicle)." This price is full compensation for excavation, disposal of removed materials, reshaping, equipment, labor, tools, and incidentals.

SECTION 02081

CAST-IN-PLACE CONCRETE MANHOLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cast-in-place concrete manholes for sanitary sewers, water lines and storm sewers, including box sewers.
- B. Pile-supported concrete foundation used for unstable subgrade treatment for manhole base.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. Payment for manholes is on a unit price basis for each manhole installed.
 - 2. Payment for Type C manhole with BB inlet top is on a unit price basis for each.
 - 3. Payment for pile-supported concrete foundation used for unstable subgrade treatment for manhole base is on a unit price basis for each foundation installed.
 - 4. Refer to Section 01270 - Measurement and Payment for unit price procedures.
- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASME B 16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
- B. ASTM A 307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 psi Tensile Strength.
- C. ASTM C 270 - Standard Specification for Mortar for Unit Masonry.
- D. ASTM C 923 - Standard Specifications for Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes.
- E. ASTM C 990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
- F. ASTM C 1107 - Standard Specification for Packaged Dry, Hydraulic - Cement Grout (Non-shrink).

- G. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft³ (600 kN-m/m³)).
- H. ASTM D 2665 - Standard Specification for Poly Vinyl Chloride (PVC) Plastic Drain, Waste and Vent Pipe, and Fittings.
- I. ASTM D 2996 - Standard Specification for Filament-wound Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe.
- J. ASTM D 2997 - Standard Specification for Centrifugally Cast Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe.
- K. ASTM F 2306 – Standard Specification for 12 to 60 in. [300 to 1500 mm] Annular Corrugated Profile – Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications.
- L. ASTM F 2510 – Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures and Corrugated Dual- and Triple-Wall Polyethylene and Polypropylene Pipes.
- M. AWWA C 213 - Fusion-Bonded Epoxy Coatings and Linings for Steel Water Pipe and Fittings.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit proposed design mix and test data for each type and strength of concrete.
- C. Submit manufacturer's data and details of following items for approval:
 - 1. Frames, grates, rings, and covers.
 - 2. Materials to be used in fabricating drop connections.
 - 3. Materials to be used for pipe connections at manhole walls.
 - 4. Materials to be used for stubs and stub plugs.
 - 5. Plugs to be used for sanitary sewer hydrostatic testing.
 - 6. Installation instructions for forms.
- D. Submit structural design calculations, signed and sealed by a licensed Engineer.

PART 2 PRODUCTS

2.01 CONCRETE

- A. Conform to requirements of Section 03315 - Concrete for Utility Construction.
- B. Provide Class A concrete with minimum compressive strength of 4,000 psi unless otherwise indicated on Drawings.
- C. Design Loading Criteria: Manhole walls, transition slabs, cone tops, and manhole base slab shall be designed, by manufacturer, to requirements of ASTM C 478, ASTM C 890, and/or ASTM C 913 for depth as shown on Drawings and to resist following loads.
 - 1. AASHTO HL-93 design live loading loads as referred to in AASHTO LRFD Bridge Design Specifications applied to manhole cover and transmitted down to transition and base slabs.
 - 2. Unit soil weight of 120 pcf located above portions of manhole, including base slab projections.
 - 3. Lateral soil pressure based on saturated soil conditions producing an at-rest equivalent fluid pressure of 100 pcf.
 - 4. Internal liquid pressure based on unit weight of 63 pcf.
 - 5. Dead load of manhole sections fully supported by transition and base slabs.
- D. Design: Manhole walls, transition slabs, cone tops, and manhole base slab shall be designed according to requirements of ASTM C 478, ASTM C 890 and/or ASTM C 913 and following:
 - 1. Design additional reinforcing steel to transfer stresses at openings. Area of steel to be no less than shown on Drawings.
 - 2. Wall loading conditions:
 - a. Saturated soil pressure acting on empty manhole.
 - b. Manhole filled with liquid to a halfway depth as measured from invert to cover, with no balancing external soil pressure.
 - 3. Minimum clear distance between two wall penetrations shall be 12-inches or half diameter of smaller penetration, whichever is greater

2.02 REINFORCING STEEL

- A. Conform to requirements of Section 03315 - Concrete for Utility Construction.

2.03 MORTAR

- A. Conform to requirements of Section 04061 - Mortar

2.04 MISCELLANEOUS METALS

- A. Provide cast-iron frames, grates, rings, and covers conforming to requirements of Section 02090 - Frames, Grates, Rings, and Covers.

2.05 DROP CONNECTIONS AND STUBS

- A. Provide drop connections and stubs conforming to same pipe material requirements used in main pipe, unless otherwise indicated on Drawings.

2.06 PIPE CONNECTIONS

- A. Sanitary Sewers.

- 1. Provide resilient connectors conforming to requirements of ASTM C 923. Use the following materials for metallic mechanical devices as defined in ASTM C 923:
 - a. External clamps: Type 304 stainless steel
 - b. Internal, expandable clamps on Standard manholes: Type 304 stainless steel, 11 gauge minimum
 - c. Internal, expandable clamps on corrosion-resistant manholes:
 - (1) Type 316 stainless steel, 11 gauge minimum
 - (2) Type 304 stainless steel, 11 gauge minimum, coated with minimum 16 mil fusion-bonded epoxy conforming to AWWA C213
- 2. Where rigid joints between pipe and cast-in-place manhole base are specified or shown on Drawings, provide polyethylene-isoprene waterstop meeting physical property requirements of ASTM C 923, such as Pres-Seal WS Series, or approved equal.

- B. Storm Sewers: Connections of concrete pipe to manhole will be set in flexible joint sealant conforming to ASTM C 990, placed in the middle of the manhole wall and covering the lower 1/3rd of the opening. Use non-shrink grout for storm sewer pipe connections to concrete manholes, unless otherwise shown on Drawings. Grout pipe penetration in place on both inside and outside of manhole.

- C. Water Lines

- 1. Where smooth exterior pipes, i.e., steel, ductile iron, or PVC pipes are connected to manhole base or barrel, seal space between pipe and manhole wall with assembly consisting of rubber gasket or links mechanically compressed to form a watertight

barrier. Assemblies: Press-Wedge, Pres-Seal, Thunderline, Link-Seals, or approved equal. See Drawings for placement of assembly in manhole sections.

2. When connecting concrete or cement mortar coated steel pipes, or as option for connecting exterior pipes to manhole base or barrel, space between pipe and manhole wall may be sealed with an assembly consisting of a stainless steel power sleeve, stainless steel take-up clamp and a rubber gasket. Take-up clamp: Minimum of 9/16 inch wide. Provide PSX positive seal gasket system by Press-Seal Gasket Corporation or approved equal.

2.07 SEALANT MATERIALS

- A. Provide sealing materials between precast concrete adjustment ring and manhole cover frame, such as Adeka Ultraseal P 201, or approved equal.
- B. Provide external sealing material from Canusa Wrapid Seal manhole encapsulation system, or approved equal.
- C. Butyl Sealant: Provide Press-Seal EZ Stick, or equal, for HDPE rings.

2.08 CORROSION-RESISTANT MANHOLE MATERIALS

- A. Where corrosion-resistant manholes are indicated on the Drawings, refer to City of Houston Approved Product List for liner and/or coating materials.

2.09 BACKFILL MATERIALS

- A. Conform to the requirements of Section 02317 - Excavation and Backfill for Utilities.

2.10 NON-SHRINK GROUT

- A. Provide prepackaged, inorganic, flowable, non-gas-liberating, non-metallic, cement-based non-shrink grout requiring only addition of water.
- B. Provide grout meeting requirements of ASTM C 1107 and having minimum 28-day compressive strength of 7,000 psi.

2.11 VENT PIPES

- A. Provide external vent pipes for manholes where indicated on Drawings.
- B. Buried Vent Pipes: Provide 3-inch or 4-inch PVC DWV pipe conforming to ASTM D 2665. Alternatively, provide FRP pipe as specified for vent outlet assembly.
- C. Vent Outlet Assembly: Provide vent outlet assembly as shown on Drawings, constructed of following specified materials:

1. FRP Pipe: Provide filament-wound FRP conforming to ASTM D 2996 or centrifugally cast FRP conforming to ASTM D 2997. Seal cut ends in accordance with manufacturer's recommendations.
2. Joints and Fittings: Provide epoxy-bodied fittings and join pipe to fittings with epoxy adhesive, according to pipe manufacturer's instructions.
3. Flanges: Provide socket-flange fittings for epoxy adhesive bonding to pipe ends where shown on Drawings. Meet bolt pattern and dimensions for ASME B 16.1, 125-pound flanges. Use Type 304 stainless steel or hot-dip zinc coated, conforming to ASTM A 307, Class A or B flange bolts.
4. Coating: Provide 2-component, aliphatic polyurethane coating, using primer or tie coat recommended by manufacturer. Provide two or more coats to yield dry film thickness of at least 3 mils. Provide Amersfield, Themec 74, or approved equal. Project Manager selects color from manufacturer's standard colors.

2.12 MANHOLE LADDER FOR WATERLINE MANHOLES

- A. Manhole Ladder: Fiberglass with 300-lb rating at appropriate length; conform to requirements of Occupational Safety and Health Standards (OSHA), U.S. Department of Labor except where shown on Drawings.
 1. Use components, including rungs, made of fiberglass, fabricated with nylon or aluminum rivets and/or epoxy. Apply non-skid coating to ladder rungs. Mount ladder using manufacturer's recommended hardware.
 2. Provide ladder as manufactured by Saf-Rail or approved equal. Locate ladder as shown on Drawings.
 3. Fiberglass: Premium type polyester resin, reinforced with fiberglass; constructed to provide complete wetting of glass by resin; resistant to rot, fungi, bacterial growth and adverse effects of acids, alkalis and residential and industrial waste; yellow in color.
 4. Provide approved petroleum-based tape encapsulating bolts in access manhole.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines and grades are correct.
- B. Determine if subgrade, when scarified and recompacted, can be compacted to 95 percent of maximum Standard Proctor Density at ± 3 percent optimum moisture content according to ASTM D 698 prior to placement of material and base section. If it does not meet the

moisture-density requirement, condition the subgrade until the required moisture-density requirement is met or treat as an unstable subgrade.

- C. Do not build manholes in ditches, swales, or drainage paths unless approved by Project Manager.

3.02 MANHOLES

- A. Construct manholes to dimensions shown on Drawings. Commence construction as soon as possible after pipes are laid. On monolithic sewers, construct manholes at same time sewer is being constructed.
- B. Unstable Subgrade Treatment: When unstable subgrade is encountered, notify Project Manager for examination of subgrade to determine if subgrade has heaved upwards after being excavated. When heaving has not occurred, over-excavate subgrade to allow for 24-inch-thick layer of crushed stone wrapped in filter fabric as foundation material under manhole base. When there is evidence of heaving, provide pile-supported concrete foundation, as detailed on Drawings, under manhole base.
- C. Cast manhole foundations and walls monolithically. Use cold joint with approved waterstop when manhole flow line depth exceeds 12 feet. No other joints will be allowed unless shown on Drawings. Wrap cold joints with external sealing material, minimum 6-inch with.
- D. For concrete containing micro silica admixtures, place, finish, and cure concrete for manholes following procedures in Section 03315 - Concrete for Utility Construction.
- E. Top of manhole elevations shown on Drawings are approximate, based on current pavement and natural ground conditions as determined from elevations measured on 50-foot spacing. No additional payment will be made if final elevation of manhole ring and cover is higher or lower due to requirements of finished grade or replaced pavement surface.
- F. For water lines place concrete for manhole base on 12" thick (minimum) foundation of cement stabilized sand. Compact cement stabilized sand in accordance with requirements of 02321 – Cement Stabilized Sand.
- G. For manholes located over large diameter water lines, place base on a foundation of cement stabilized sand extending from bottom of manhole to bottom of trench. Manhole base is to be a minimum of 12-inches above water line.

3.03 PIPE CONNECTIONS

- A. Install approved resilient connectors at each pipe entering and exiting water line and sanitary sewer manholes in accordance with manufacturer's instructions.
- B. Storm sewer connections of concrete pipe to manhole will be set in flexible joint sealant conforming to ASTM C 990, placed in the middle of the manhole wall and covering the lower 1/3rd of the opening. Grout pipe penetrations both inside and outside of manhole.

- C. Ensure no concrete, cement stabilized sand, fill, or other solid material is allowed to enter space between pipe and edge of wall opening at and around resilient connector on interior or exterior of manhole. When necessary, fill space with compressible material to ensure resilient connector will maintain full flexibility where evidence of reduced flexibility is encountered.
- D. Where new manhole is to be constructed on existing sewer, a rigid joint pipe may be used. Install waterstop gasket around existing pipe at center of cast-in-place wall. Join ends of split waterstop material at pipe spring line using adhesive recommended and supplied by waterstop manufacturer.
- E. Do not construct joints on sanitary sewer pipe within wall sections of manholes. Use approved connection material.
- F. Construct pipe stubs with resilient connectors for future connections at locations and with material indicated on Drawings. Install approved stub plugs at interior of manhole.
- G. Test connection for watertight seal before backfilling.

3.04 INVERTS FOR SANITARY SEWERS

- A. Construct invert channels to provide smooth flow transition waterway with no disruption of flow at pipe-manhole connections. Conform to the following criteria:
 - 1. Slope of invert bench: 1-inch per foot minimum; 1-1/2 inch per foot maximum.
 - 2. Depth of bench to invert:
 - a. Pipes smaller than 15-inches: one-half of largest pipe diameter.
 - b. Pipes 15 to 24 inches: three-fourths of largest pipe diameter.
 - c. Pipes larger than 24-inches: equal to largest pipe diameter.
 - 3. Invert slope through manhole: 0.10 foot drop across manhole with smooth transition of flow at pipe-manhole connections. Conform to following criteria.
- B. Form invert channels with Class A concrete if not integral with manhole base. For direction changes of mains, construct channels tangent to mains with maximum possible radius of curvature. Provide curves for side inlets and smooth invert fillets for flow transition between pipe inverts.

3.05 INVERTS FOR STORM SEWERS

- A. When precast, square or rectangular structures are used for sewer manholes, construct invert channels to provide smooth flow transition waterway with no disruption of flow at pipe manhole connections. Conform to following criteria:

1. Slope of invert bench: 1-inch per foot minimum; 1-½ inches per foot maximum.
 2. Depth of bench to invert: one half of largest pipe diameter.
 3. Invert slope through manhole: 0.10 foot drop across manhole with smooth transition of invert through manhole, unless otherwise indicated on drawings.
- B. Form invert channels with concrete, after all connections have been made.
1. Use 5 sack premix (bag) concrete or Class A concrete for inverts, with minimum compressive strength of 4,000 psi.

3.06 DROP CONNECTIONS FOR SANITARY SEWERS

- A. Backfill drop assembly with crushed stone wrapped in filter fabric, cement-stabilized sand, or Class A concrete to form solid mass. Extend cement stabilized sand or concrete encasement minimum of 4-inches outside bells.
- B. Install connection when sewer line enters manhole higher than 24-inches above invert of manhole.

3.07 STUBS FOR FUTURE CONNECTIONS

- A. In manholes where future connections are indicated on Drawings, install resilient connectors and pipe stubs with approved watertight plugs.

3.08 ADJUSTMENT RINGS AND FRAME

- A. Combine precast concrete or HDPE adjustment rings so elevation of installed casting cover matches pavement surface. Seal between concrete adjustment ring and precast top section with non-shrink grout; do not use mortar between adjustment rings. Apply latex-based bonding agent to precast concrete surfaces to be joined with non-shrink grout. Set cast iron frame on adjustment ring in a bed of approved sealant material. Install a sealant bed consisting of two beads of sealant, each bead having minimum dimensions of 1/2-inch and 1/2-inch wide.
- B. Wrap manhole frame and adjustment rings with external sealing material, minimum 3-inches beyond joint between ring and frame, and ring and precast section.
- C. For manholes in unpaved areas, set top of frame minimum of 6-inches above existing ground line unless otherwise indicated on Drawings. Encase manhole frame in mortar or non-shrink grout placed flush with face of manhole ring and top edge of frame. Provide rounded corner around perimeter.

3.09 BACKFILL

- A. After concrete obtains adequate strength, place and compact backfill materials in area of excavation surrounding manholes in accordance with requirements of Section 02317 -

Excavation and Backfill for Utilities. Use embedment zone backfill material for adjacent utilities, as shown in City of Houston Standard Details over each pipe connected to manhole. Provide trench zone backfill, as specified for adjacent utilities, above embedment zone backfill.

- B. Where rigid joints are used for connecting existing sewers to manhole, backfill under existing sewer up to spring line of pipe with Class B concrete or flowable fill.
- C. In unpaved areas, provide positive drainage away from manhole frame to natural grade.
- D. Provide minimum of 4-inches of topsoil conforming to requirements of Section 02911 - Topsoil.
- E. Seed in accordance with Section 02921 - Hydro Mulch Seeding, or sod disturbed areas in accordance with Section 02922 - Sodding.

3.10 FIELD QUALITY CONTROL

- A. Conduct leakage testing of Sanitary Sewer manholes in accordance with requirements of Section 02533 - Acceptance Testing for Sanitary Sewers.

3.11 PROTECTION

- A. Protect manholes from damage until subsequent work has been accepted. Repair or replace damaged elements of manholes at no additional cost to City.

END OF SECTION

SECTION 02082

PRECAST CONCRETE MANHOLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Precast concrete manholes for sanitary sewers, storm sewers, and water lines. Manhole bases maybe round or square.
- B. Precast concrete sanitary sewer manholes with PVC liner where corrosion resistant manholes are specifically indicated in Drawings.
- C. Pile-supported concrete foundation used for unstable subgrade treatment for manhole base.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. Payment for normal depth manholes, up to 8 feet deep, is on a unit price basis for each manhole installed. Manhole depth is measured from top of cover to sewer invert. Air release manhole depth is measured from top of cover to inside base for air release or vacuum release manholes. Manholes for water lines are measured from top of cover to inside base of manhole.
2. Payment for shallow depth manholes is on a unit price basis for each manhole installed. Shallow manholes have a depth of 5 feet or less measured from top of cover to sewer invert.
3. Payment for extra depth manholes is on a unit price basis per vertical foot for each foot of depth greater than 8 feet. Sewer manhole depth is measured from top of cover to sewer invert. Air release manhole depth is measured from top of cover to inside base for air release or vacuum release manholes. Manholes for water lines are measured from top of cover to inside base of manhole.
4. Payment for normal depth corrosion resistant manholes is on a unit price basis for each manhole installed
5. Payment for standard manhole drops is on a unit price basis for each drop installed. Standard manhole drops include both internal and external drops.
6. Payment for watertight manholes, including external vent pipe and/or wraps, are on a unit price basis for each.
7. Payment for air-release manhole with valves and fittings installed is on a unit price

basis for each manhole with air-release valves and fittings installed.

8. Payment for pile-supported concrete foundation used for unstable subgrade treatment for manhole base is on a unit price basis for each foundation installed.
9. Pay estimates for partial payments will be made as measured above according to the following schedule for sanitary sewer manholes:
 - a. Estimate for 90 percent payment will be authorized when the manhole is completely installed and surrounding soil backfilled
 - b. Estimate for 100 percent payment will be authorized when manhole has been tested as specified in Section 02533 - Acceptance Testing for Sanitary Sewers
10. Refer to Section 01270 - Measurement and Payment for unit price procedures

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASME B 16.1 – Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250
- B. ASTM A 307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 psi Tensile Strength
- C. ASTM A 615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
- D. ASTM C 443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
- E. ASTM C 478 - Standard Specification for Circular Precast Reinforced Concrete Manhole Sections
- F. ASTM C 890 - Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
- G. ASTM C 913 – Standard Specification for Precast Concrete Water and Wastewater Structures.
- H. ASTM C 923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals
- I. ASTM C 990 – Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
- J. ASTM C 1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout

(Nonshrink)

- K. ASTM C 1821 - Standard Practice for Installation of Underground Circular Precast Concrete Manhole Structures
- L. ASTM C 1837 - Standard Specification for Production of Dry Cast Concrete Used for Manufacturing Pipe, Box, and Precast Structures
- M. ASTM C 1889 – Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Utility, Water, and Wastewater Structures Using AASHTO LRFD Design
- N. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft³ (600kN-m/m³))
- O. ASTM D 2665 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste and Vent Pipe and Fittings
- P. ASTM D 2996 - Standard Specification for Filament-Wound “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe
- Q. ASTM D 2997 - Standard Specification for Centrifugally Cast “Fiberglass” (Glass-Fiber-Reinforced Thermosetting Resin) Pipe
- R. ASTM F 2306 – Standard Specification for 12 to 60 in. [300 to 1500 mm] Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications.
- S. ASTM F 2510 – Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures and Corrugated Dual- and Triple-Wall Polyethylene and Polypropylene Pipes.
- T. AWWA C 213 - Fusion Bonded Epoxy Coatings and Linings for Steel Water Pipe and Fittings
- U. American Association of State Highway and Transportation Officials (AASHTO)
- V. Texas Department of Transportation (TxDOT) – Item 465 “Junction Boxes, Manholes, and Inlets”

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit manufacturer's data and details of following items for approval:
 - 1. Shop drawings of manhole sections, base units and construction details, including reinforcement, jointing methods, materials and dimensions.

2. Summary of criteria used in manhole design including, as minimum, material properties, loadings, load combinations, and dimensions assumed. Include certification from manufacturer that precast manhole design is in full accordance with ASTM C 478 and/or ASTM C 890 and design criteria as established in Paragraph 2.01E of this Specification.
 3. Frames, grates, rings, and covers
 4. Materials to be used in fabricating drop connections
 5. Materials to be used for pipe connections at manhole walls
 6. Materials to be used for stubs and stub plugs, if required
 7. Materials and procedures for corrosion-resistant liner and coatings, if required.
 8. Plugs to be used for sanitary sewer hydrostatic testing
 9. Manufacturer's data for pre-mix (bag) concrete, if used for channel inverts and benches
- C. Seal submittal drawings by Professional Engineer registered in State of Texas.

PART 2 PRODUCTS

2.01 PRECAST CONCRETE MANHOLES

- A. Provide machine-made manhole sections, base sections, and related components conforming to ASTM C 478 and/or ASTM C 913. Provide base riser section with integral floors, unless shown otherwise. Provide adjustment rings which are standard components of manufacturer of manhole sections. Mark date of manufacture and name or trademark of manufacturer on inside of barrel.
- B. Construct risers and reduced risers for precast manholes from standard reinforced concrete manhole sections of diameter indicated on Drawings. Use various lengths of manhole sections in combination to provide correct height with fewest joints.
- C. Minimum Thickness Requirements for Riser Walls and Bases:
 1. Sanitary Sewer and Waterline Manholes
 - a. Design Wall sections for depth and loading conditions in paragraph 2.01.F, with minimum thickness of 5 inches.
 - b. Base sections shall have a minimum thickness of 12 inches under invert.
 2. Storm Sewer Manholes

- a. Design riser sections, base and base slabs for depth and loading conditions in Paragraph 2.01.F, with minimum thicknesses according to precast storm water manhole standard details. Minimum base thickness specified in the precast storm water manhole details excludes benching and invert material thickness.
- D. Provide tops to support cast iron casting meeting AASHTO M-306 Section 5 loading, and receive manhole frame & covers, as indicated on Drawings.
- E. Transition Slabs:
1. Sanitary Sewer & Waterline Manholes:
 - a. Where manholes larger than 48-inch diameter are indicated on Drawings, provide precast base sections with flat slab top precast sections used to transition to 48-inch diameter manhole access riser sections. Transition can be concentric or eccentric unless otherwise shown on Drawings. Locate transition to provide minimum of 7-foot head clearance from base to underside of transition unless otherwise approved by Project Manager.
 2. Storm Sewer Manholes:
 - b. Where manholes larger than 48-inch diameter are indicated on Drawings, provide precast base sections with flat slab top precast sections used to transition to 48-inch or 60-inch diameter manhole access riser sections. Transition can be concentric or eccentric unless otherwise shown on Drawings.
- F. Design Loading Criteria: Manhole walls, transition slabs, cone tops, and manhole base slab shall be designed, by manufacturer, to requirements of ASTM C 890, and/or ASTM C 1889 for depth as shown on Drawings and to resist following loads.
1. AASHTO HL-93 design live loading loads as referred to in AASHTO LRFD Bridge Design Specifications applied to manhole cover and transmitted down to transition and base slabs.
 2. Unit soil weight of 120 pcf located above portions of manhole, including base slab projections.
 3. Lateral soil pressure based on saturated soil conditions producing an at-rest equivalent fluid pressure of 100 pcf.
 4. Internal liquid pressure based on unit weight of 63 pcf.
 5. Dead load of manhole sections fully supported by transition and base slabs.
- G. Design: Manhole walls, transition slabs, cone tops, and manhole base slab shall be designed according to requirements of ASTM C 478, and/or ASTM C 913 and following:

1. Design additional reinforcing steel to transfer stresses at openings. Area of steel to be no less than shown on Drawings.
 2. Wall loading conditions:
 - a. Saturated soil pressure acting on empty manhole
 - b. Manhole filled with liquid to a halfway depth as measured from invert to cover, with no balancing external soil pressure
 3. Wall Penetrations:
 - a. Sanitary Sewer and Waterline Manholes:
 - 1) Minimum clear distance between two wall penetrations shall be 12 inches or half diameter of smaller penetration, whichever is greater.
 - b. Storm Sewer Manholes:
 - 1) Minimum clear distance between two wall penetrations shall be 6 inches or the base units wall thickness, whichever is greater. Clear distance shall be measured along the inside wall arc of manhole.
 - 2) When resilient connectors are specified in the contract documents, minimum clear distance between wall penetrations shall be 12 inches. Minimum clear distance is to be verified with resilient connector manufacturer before fabricator's engineering design of manhole.
 - 3) All bases and risers may have cast or cored round wall penetrations. Wall penetrations shall not extend into the slabs or walls. Wall penetrations shall not to be within a distance less than the wall thickness, or a minimum of 6 inches, from the joint above or below.
 - 4) Only box bases and box risers may have thin wall panels (KO) that are round and do not extend into the slab, into walls, or within 6" of the joint above or below. KO dimensions to conform to requirements on standard details.
 - 5) For box manholes, wall penetrations at corners are prohibited.
 - 6) For rigid pipe, cut hole in thin wall panel (KO) 4" max, 2" min larger than pipe OD.
 - 7) For flexible pipe, consult boot/seal manufacturer's specification for placement tolerance and hole size.
- H. Provide vertical joints between sections with gaskets conforming to ASTM C 443 and/or ASTM C990.

- I. When base is cast monolithic with portion of vertical section, extend reinforcing in vertical section into base.
- J. Precast Concrete Base: Supply suitable cutouts, knockouts or holes to receive pipe and connections. Lowest edge of holes or cutouts: For water line manhole, no less than 6 inches above inside surface of floor of base. For storm sewer manholes, refer to requirements set by standard details.
- K. Lifting Hole, Marking and Storage and Shipment for Storm Water Manholes Only:
 - 1. Lifting Holes: Provide no more than 4 lifting holes in each section for precast units. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate lifting devices based on the size and weight of the section. The maximum hole diameter is 3 in. at the inside surface of the wall and 4 in. at the outside surface. Cut no more than 5 in. in any direction of reinforcement per layer for lifting holes. Repair spalled areas around lifting holes.
 - 2. Marking. Clearly mark each precast manhole with the following information:
 - a. Name or trademark of fabricator and plant location
 - b. Product designation
 - c. ASTM designation (if applicable)
 - d. Date of manufacturing; and
 - e. Designated fabricator's approval stamp
 - 3. Storage and Shipment: Store Precast units on a level surface. Do not ship precast units until design strength requirements have been met.

2.02 CONCRETE

- A. Manholes
 - 1. Sanitary Sewer and Waterline Manholes
 - a. Conform to requirements of Section 03315 - Concrete for Utility Construction or ASTM C 1837.
 - 2. Storm Sewer Manholes
 - a. Conform to concrete material requirements of TxDOT Specification Item 465 "Junction Boxes, Manholes and Inlets".
 - b. Cure precast manholes in accordance with ASTM C 478.

- B. Channel Inverts
 - 1. Sanitary Sewer and Waterline Manholes
 - a. Use 5 sack premix (bag) concrete or Class A concrete for inverts not integrally formed with manhole base, with minimum compressive strength of 4,000 psi.
 - 2. Storm Sewer Manholes
 - a. Conform to concrete material requirements of TxDOT Specification Item 465 "Junction Boxes, Manholes and Inlets."
- C. Cement Stabilized Sand Foundation: Provide cement stabilized sand foundation under base section in lieu of foundation slab, as shown on Drawings, conforming to requirements of Section 02321 - Cement Stabilized Sand.
- D. Concrete Foundation: Provide Class A concrete with minimum compressive strength of 4,000 psi for concrete foundation slab under manhole base section where indicated on Drawings.

2.03 REINFORCING STEEL

- A. Conform to requirements of Section 03315 - Concrete for Utility Construction.

2.04 MORTAR

- A. Conform to requirements of Section 04061 - Mortar.

2.05 MISCELLANEOUS METALS

- A. Provide cast-iron frames, rings, and covers conforming to requirements of Section 02090 - Frames, Grates, Rings and Covers.

2.06 DROP CONNECTIONS AND STUBS

- A. Provide drop connections and stubs conforming to same pipe material requirements used in main pipe, unless otherwise indicated on Drawings.

2.07 PIPE CONNECTIONS TO MANHOLE

- A. Sanitary Sewer Connections
 - 1. Provide resilient connectors conforming to requirements of ASTM C 923. Use the following materials for metallic mechanical devices as defined in ASTM C 923:
 - a. External clamps: Type 304 stainless steel
 - b. Internal, expandable clamps on standard manholes: Type 304 stainless steel, 11 gauge minimum.

- c. Internal, expandable clamps on corrosion-resistant manholes:
 - 1) Type 316 stainless steel, 11 gauge minimum
 - 2) Type 304 stainless steel, 11 gauge minimum, coated with minimum 16 mil fusion-bonded epoxy conforming to AWWA C 213
 - 2. Where rigid joints between pipe and cast-in-place manhole base are specified or shown on Drawings, provide polyethylene-isoprene water-stop meeting physical property requirements of ASTM C 923, such as Press-Seal WS Series, or approved equal.
- B. Storm Sewer Connections
- 1. Provide watertight connections in accordance with ASTM C 923 and ASTM F 2510 as applicable for flexible pipe. Rigid (concrete) pipe to manhole connections are to be grouted according to ASTM C 1821.
- C. Water Line Connections
- 1. Where smooth exterior pipes, i.e., steel, ductile iron, or PVC pipes are connected to manhole base or barrel, seal space between pipe and manhole wall with assembly consisting of rubber gasket or links mechanically compressed to form a watertight barrier. Assemblies: Press-Wedge, Res-Seal, Thunderline Link-Seal, or approved equal. See Drawings for placement of assembly in manhole sections.
 - 2. When connecting concrete or cement mortar coated steel pipes, or as option for connecting smooth exterior pipes to manhole base or barrel, space between pipe and manhole wall may be sealed with an assembly consisting of a stainless-steel power sleeve, stainless steel take-up clamp and a rubber gasket. Take-up clamp: Minimum of 9/16 inch wide. Provide PSX positive seal gasket system by Press-Seal Gasket Corporation or approved equal.

2.08 SEALANT MATERIALS

- A. Approved products in accordance with Section 01630 - Product Substitution Procedures.
- B. Sealing material between precast concrete adjustment ring and manhole, between each adjustment ring, and between adjustment ring and manhole cover frame shall be a hydrophilic elastic sealant, which adheres to both concrete and metal, or approved equal.
- C. Provide approved external sealing material from Canusa Wrapid Seal manhole encapsulation system, or approved equal.
- D. Provide Butyl Sealant: Provide Press-Seal EZ Stick, or equal, for HDPE rings.

2.09 CORROSION RESISTANT MANHOLE MATERIALS

- A. Where corrosion-resistant manholes are indicated on Drawings, refer to City of Houston Approved Product List for liner and/or coating materials.

2.10 BACKFILL MATERIALS

- A. Conform to requirements of Section 02317 - Excavation and Backfill for Utilities.

2.11 NON-SHRINK GROUT

- A. Provide prepackaged, inorganic, flowable, non-gas-liberating, non-metallic, cement-based grout requiring only addition of water.
- B. Meet requirements of ASTM C 1107 and have minimum 28-day compressive strength of 7,000 psi.

2.12 VENT PIPES

- A. Provide external vent pipes for manholes where indicated on Drawings.
- B. Buried Vent Pipes: Provide 3-inch or 4-inch PVC DWV pipe conforming to ASTM D2665. Alternatively, provide FRP pipe as specified for vent outlet assembly.
- C. Vent Outlet Assembly: Provide vent outlet assembly as shown on Drawings, constructed of following specified materials:
 - 1. FRP Pipe: Provide filament wound FRP conforming to ASTM D 2996 or centrifugally cast FRP conforming to ASTM D 2997. Seal cut ends in accordance with manufacturer's recommendations.
 - 2. Joints and Fittings: Provide epoxy bodied fittings and join pipe to fittings with epoxy adhesive
 - 3. Flanges: Provide socket-flange fittings for epoxy adhesive bonding to pipe ends where shown on Drawings. Meet bolt pattern and dimensions for ASME B 16.1, 125-pound flanges. Flange bolts shall be Type 304 stainless steel or hot-dip zinc coated, conforming to ASTM A 307, Class A or B.
 - 4. Coating: Provide approved 2-component, aliphatic polyurethane coating using primer or tie coat recommended by manufacturer. Provide two or more coats to yield dry film thickness of at least 3 mils. Color shall be selected by Project Manager from manufacturer's standard colors.

2.13 PROHIBITED MATERIALS

- A. Use of brick masonry is prohibited for construction of manholes, including adjustment of manholes to grade.

- B. For Storm Water manholes, use of mortar is prohibited for pipe to manhole connections.

2.14 MANHOLE LADDER FOR WATERLINE MANHOLES

- A. Manhole Ladder: Fiberglass with 300-lb rating at appropriate length; conform to requirements of Occupational Safety and Health Standards (OSHA), U.S. Department of Labor except where shown on Drawings:
 - 1. Use components, including rungs, made of fiberglass, fabricated with nylon or aluminum rivets and/or epoxy. Apply non-skid coating to ladder rungs. Mount ladder using manufacturer's recommended hardware.
 - 2. Provide ladder as manufactured by Saf-Rail or approved equal. Locate ladder as shown on Drawings.
 - 3. Fiberglass: Premium type polyester resin, reinforced with fiberglass; constructed to provide complete wetting of glass by resin; resistant to rot, fungi, bacterial growth and adverse effects of acids, alkalis and residential and industrial waste; yellow in color.
- B. Provide approved petroleum-based tape encapsulating bolts in access manhole.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that lines and grades are correct.
- B. Determine if subgrade, when scarified and recompacted, can be compacted to 95 percent of maximum Standard Proctor Density, at ± 3 percent optimum moisture content according to ASTM D 698 prior to placement of foundation material and base section. If it does not meet the moisture-density requirement, condition the subgrade until the required moisture-density requirement is met or treat as an unstable subgrade.
- C. Do not build manholes in ditches, swales, or drainage paths unless approved by Project Manager.

3.02 PLACEMENT

- A. Install precast manholes to conform to locations and dimensions shown on Drawings.
- B. Place sanitary manholes at points of change in alignment, grade, size, pipe intersections, and end of sewer unless otherwise shown on Drawings.
- C. Place storm manholes at points of change in alignment, grade, size, pipe intersections, and end of sewer unless otherwise shown on Drawings. Pipe connections into storm sewer precast box manholes that exceed a 7-degree angle of entry shall use a pipe elbow, bend, or

curved approach as shown per detail 02082-13 Storm Sewer Precast Box Manhole, Pipe Connection Detail.

3.03 MANHOLE BASE SECTIONS AND FOUNDATIONS

A. Foundation Material:

1. Sanitary Sewer and Waterlines

- a. Place precast base on 12-inch thick (minimum) foundation of crushed stone wrapped in filter fabric, cement stabilized sand, or concrete foundation slab. Compact cement-sand in accordance with requirements of Section 02321 - Cement Stabilized Sand.

2. Storm Sewer

- a. Foundation material is to be selected based on site soil type and bearing capacity established by the geotechnical investigation report. Place precast base on the foundation material that is selected, by the Engineer of Record and Geotechnical Engineer, from the options below:
 - 1) 12-inch thick (minimum) foundation of crushed stone wrapped in filter fabric, placed in maximum 6-inch compacted lift thickness layers.
 - 2) Cement stabilized sand compacted in accordance with requirements of section 02321 – Cement Stabilized Sand. Cement stabilized sand foundations are prohibited to be placed on fault lines.
 - 3) Concrete foundation slab.

- B. Unstable Subgrade Treatment: When unstable subgrade is encountered, notify Project Manager for examination of subgrade to determine if subgrade has heaved upwards after being excavated. When heaving has not occurred, over-excavate subgrade to allow for 24-inch-thick layer of crushed stone wrapped in filter fabric as foundation material under manhole base. When there is evidence of heaving, provide pile-supported concrete foundation, as detailed on Drawings, under manhole base.

- C. For manholes located over large diameter water lines, place precast base on a foundation of cement stabilized sand extending from bottom of manhole to bottom of trench. Manhole base is to be a minimum of 12-inches above water line.

3.04 PRECAST MANHOLE SECTIONS

- A. Install sections, joints, and gaskets in accordance with ASTM C 1821 and the manufacturer's printed recommendations.
- B. Install precast adjustment rings above tops of cones or flat-top sections as required to adjust finished elevation and to support manhole frame.

- C. Seal any lifting holes with non-shrink grout.
- D. Where PVC liners are required, seal joints between sections in accordance with manufacturer's recommendations.
- E. Place at least two precast concrete grade rings with thickness of 12 inches or less, under casting. Refer to standard details for additional requirements of precast concrete grade rings.

3.05 PIPE CONNECTIONS AT MANHOLES

- A. Install approved resilient connectors at each pipe entering and exiting manholes in accordance with manufacturer's instructions and specifications. Resilient/flexible connectors shall not be grouted unless allowed by the manufacturer.
 - 1. Sanitary Sewer and Waterline Manholes
 - a. Where smooth exterior pipes, i.e. steel, ductile iron or PVC pipes are connected to manhole base or barrel, space between pipe and manhole wall shall be sealed with an assembly consisting of rubber gaskets or links mechanically compressed to form watertight. Assemblies: "Press-Wedge," "Res-Seal," "Thunderline Link-Seals," or approved equal. See Drawings for placement of assembly in manhole sections.
 - b. When connecting concrete or cement mortar coated steel pipes, or as an option for connecting smooth exterior pipes to manhole base or barrel, space between pipe and manhole wall may be sealed with an assembly consisting of stainless-steel power sleeve, stainless steel take-up clamp and rubber gasket. Take-up clamp: Minimum of 9/16 inch wide. Provide PSX positive seal gasket system by Press-Seal Gasket Corporation or approved equal.
 - 2. Storm Sewer Manholes
 - a. Refer to 2.07.B for approved connection materials.
- B. Rigid Pipe Connections
 - 1. Sanitary Sewer and Waterline Manholes
 - a. When making a rigid (concrete) pipe connection to a concrete manhole the pipe is to be set in flexible joint sealant conforming to ASTM C 990. Grout pipe penetration in place on both inside and outside of manhole.
 - 2. Storm Sewer Manholes
 - a. When making a rigid (concrete) pipe connection to a concrete manhole the pipe is to be set in flexible joint sealant conforming to ASTM C 990. When pipe to manhole connections are to be grouted, grout connections to conform to requirements in ASTM C 1821. All voids are to be completely filled with

grout and grouted on both sides inside and outside of manhole.

C. Flexible Pipe Connections

1. Sanitary Sewer and Waterline Manholes

- a. Install approved resilient connectors at each flexible pipe connection as per ASTM C 923 and/or ASTM F 2510 to a concrete manhole.

2. Storm Sewer Manholes

- a. Install approved resilient connectors at each flexible pipe connection per 2.07.B.1 to a concrete manhole.

D. Ensure no concrete, cement stabilized sand, fill, or other rigid material is allowed to enter space between pipe and edge of wall opening at and around resilient connector on either interior or exterior of manhole. If necessary, fill space with compressible material to ensure full flexibility provided by resilient connector.

E. Where a new manhole is constructed on an existing sewer, rigid joint pipe may be used. Install waterstop gasket around existing pipe at center of cast-in-place wall. Join ends of split waterstop material at pipe springline using an adhesive recommended and supplied by waterstop manufacturer.

F. Test connection for watertight seal before backfilling.

3.06 INVERTS FOR SANITARY SEWERS

A. Construct invert channels to provide smooth flow transition waterway with no disruption of flow at pipe-manhole connections. Conform to following criteria:

1. Slope of invert bench: 1 inch per foot minimum; 1-1/2 inches per foot maximum
2. Depth of bench to invert shall be at least equal to the largest pipe diameter.
3. Invert slope through manhole: 0.10-foot drop across manhole with smooth transition of invert through manhole, unless otherwise indicated on Drawings.

B. Form invert channels with concrete if not integral with manhole base section. For direction changes of mains, construct channels tangent to mains with maximum possible radius of curvature. Provide curves for side inlets and smooth invert fillets for flow transition between pipe inverts.

3.07 DROP CONNECTIONS FOR SANITARY SEWERS

A. Backfill drop assembly with crushed stone wrapped in filter fabric, cement stabilized sand, or Class A concrete to form solid mass. Extend cement stabilized sand or concrete encasement minimum of 4 inches outside bells.

- B. Install drop connection when sewer line enters manhole higher than 24 inches above invert of manhole.

3.08 INVERTS FOR STORM SEWERS

- A. When precast, square or rectangular structures are used for sewer manholes, construct invert channels to provide smooth flow transition waterway with no disruption of flow at pipe-manhole connections. Conform to following criteria:
 - 1. Slope of invert bench: 1 inch per foot minimum; 1-1/2 inches per foot maximum.
 - 2. Depth of bench to invert: one half of largest pipe diameter.
 - 3. Invert slope through manhole: 0.10-foot drop across manhole with smooth transition of invert through manhole, unless otherwise indicated on drawings.
- B. Form invert channels with concrete, after all connections have been made
 - 1. Refer to 2.02.B.2 for material requirements.

3.09 STUBS FOR FUTURE CONNECTIONS

- A. In manholes, where future connections are indicated on Drawings, install resilient connectors and pipe stubs with approved watertight plugs.

3.10 MANHOLE FRAME AND ADJUSTMENT RINGS

- A. Combine precast concrete or HDPE adjustment rings so elevation of installed casting cover matches pavement surface. Seal between concrete adjustment ring and precast top section with non-shrink grout; do not use mortar between adjustment rings. Apply latex-based bonding agent to precast concrete surfaces joined with non-shrink grout. Set cast iron frame on adjustment ring in bed of approved sealant material. Install sealant bed consisting of two beads of sealant, each bead having minimum dimensions of 1/2-inch and 1/2-inch wide.
- B. Wrap manhole frame and adjustment rings with external sealing material, minimum 3 inches beyond joint between ring and frame and adjustment rings and precast section.
- C. Manholes in unpaved areas:
 - 1. Sanitary Sewer and Waterlines
 - a. For manholes in unpaved areas, set top of frame minimum of 6 inches above existing ground line unless otherwise indicated on Drawings. In unpaved areas, encase manhole frame in mortar or non-shrink grout placed flush with face of manhole ring and top edge of frame. Provide rounded corner around perimeter.

2. Storm Sewers
 - a. For manholes in unpaved areas, set top of frame minimum of 6 inches above existing ground line unless otherwise indicated on Drawings. In unpaved areas, where existing manholes are to be fitted with a grated cover for the purpose of storm water drainage, it is permitted to set the top of the frame at existing/proposed grade. In unpaved areas, encase manhole frame in mortar or non-shrink grout placed flush with face of manhole ring and top edge of frame. Provide rounded corner around perimeter.

3.11 BACKFILL

- A. Place and compact backfill materials in area of excavation surrounding manholes in accordance with requirements of Section 02317 - Excavation and Backfill for Utilities. Provide embedment zone backfill material, as specified for adjacent utilities, from manhole foundation up to an elevation 12 inches over each pipe connected to manhole. Provide trench zone backfill, as specified for adjacent utilities, above embedment zone backfill.
- B. Where rigid joints are used for connecting existing sewers to manhole, backfill under existing sewer up to springline of pipe with Class B concrete or flowable fill.
- C. In unpaved areas, provide positive drainage away from manhole frame to natural grade. Provide minimum of 4 inches of topsoil conforming to requirements of Section 02911 - Topsoil. Seed in accordance with Section 02921 - Hydro Mulch Seeding. When shown on Drawings, sod disturbed areas in accordance with Section 02922 - Sodding.

3.12 FIELD QUALITY CONTROL

- A. Conduct leakage testing of sanitary sewer manholes in accordance with requirements of Section 02533 - Acceptance Testing for Sanitary Sewers.
- B. Before installation of storm water manholes, if the foundation's subgrade soil conditions are inconsistent with the contract documents, notify the Engineer of Record and Geotechnical Engineer. Follow the Engineer of Record's and Geotechnical Engineer's instructions on any additional soil testing, proper selection of foundation materials, and soil remediation.

3.13 PROTECTION

- A. Protect manholes from damage until work has been accepted. Repair damage to manholes at no additional cost to City.

END OF SECTION

SECTION 02221

REMOVING EXISTING PAVEMENTS,
STRUCTURES, WOOD, AND DEMOLITION DEBRIS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removing concrete paving, asphaltic concrete pavement, brick pavement and base courses.
- B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.
- C. Removing pipe culverts, sewers, and sewer leads.
- D. Removing waterlines and water services lines including asbestos cement pipe per OSHA guidelines.
- E. Removing existing inlets and manholes.
- F. Removing and disposing of pre-stressed concrete beams and drill shafts.
- G. Removing miscellaneous structures of concrete or masonry.
- H. Removing existing bridge.
- I. Removing existing wood and demolition debris.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. Payment for removing and disposing of asphaltic surfacing with or without base, regardless of thickness encountered, is on square yard basis measured between lips of gutters.
 - 2. Payment for removing and disposing of reinforced concrete pavement, with or without asphalt overlay, regardless of its thickness, is on square yard basis measured from back- to-back of curbs. Payment includes concrete pavement, esplanade curbs, curbs and gutters, and paving headers.
 - 3. Payment for removing and disposing of cement stabilized shell base course, with or without asphaltic surfacing, is on square yard basis.

4. Payment for removing and disposing of concrete sidewalks and driveways is on square yard basis.
 5. Payment for removing asphaltic pavement surface by milling shall be in accordance with Section 2960 - Milling Pavement.
 6. Payment for removing and disposing of miscellaneous concrete and masonry is on cubic yard basis of structure in place.
 7. Payment for removing and disposing of pipe culverts, sewers, and sewer leads, is on linear foot basis for each diameter and each material type of pipe removed.
 8. Payment for removing and disposing of waterlines and water service lines including asbestos cement pipe is on linear foot basis for each diameter pipe and each material type of pipe removed.
 9. Payment for removing and disposing of existing inlets is on unit price basis for each inlet removed.
 10. Payment for removing and disposing of prestressed concrete piles and drill shafts is on linear foot basis.
 11. Payment for removing and disposing of existing bridge, including piles and abutments to minimum of 4 feet below ground level, is on a lump sum basis.
 12. Payment for removing and disposing of existing manholes is on unit price basis for each manhole removed.
 13. Payment for removing and disposing of miscellaneous wood and demolition debris is on cubic yard basis.
 14. No payment for saw cutting of pavement, curbs, or curbs and gutters will be made under this section. Include cost of such work in unit prices for items listed in bid form requiring saw cutting.
 15. No payment will be made for work outside maximum payment limits indicated on Drawings, or for pavements or structures removed for Contractor's convenience.
 - a. For utility installations: Match actual pavement replaced but no greater than maximum pavement replacement limits shown on Drawings. Limits of measurement will be as shown on Street Cut Pavement Replacement Rules.
 16. Refer to Section 01270 - Measurement and Payment for unit price procedures
- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work

in this Section is included in total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for disposal of debris.
- B. Coordinate removal work with utility companies.
- C. For removal of asbestos containing materials, or material that could potentially contain asbestos, comply with applicable provisions of OSHA 29 CFR 1926.1101 – Asbestos, OSHA 29 CFR 1926.32 – General Safety and Health Provisions, and EPA 40 CFR 61 Subpart M – National Emission Standard for Asbestos.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

- A. Obtain advance approval from Project Manager for dimensions and limits of removal work.
- B. Identify known utilities below grade. Stake and flag locations.
- C. For removal of asbestos-containing materials, or materials that could potentially contain asbestos, comply with the following:
 - 1. Crew members must be trained in accordance with OSHA 29 CFR 1926.1101 – Asbestos.
 - 2. Conduct negative exposure assessment to demonstrate asbestos exposure below permissible exposure limit (PEL) in accordance with OSHA 29 CFR 1926.1101 – Asbestos and EPA 40 CFR 763 – Asbestos.
 - 3. If negative exposure assessment not conducted, or if results are above PEL, provide respiratory protection in accordance with Paragraph 3.02 of this Section.

3.02 PROTECTION

- A. Protect 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.

B. When required, provide respiratory protection in accordance with OSHA 29 CFR 1910.134 – Respiratory Protection, and National Institute of Occupational Safety and Health (NIOSH).

3.03 REMOVALS

- A. Remove pavements and structures by methods that will not damage underground utilities. Do not use 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 minimum depth of 2 inches.
- D. When street and driveway saw cut location is greater than one-half of pavement lane width, remove pavement for full lane width or to nearest longitudinal joint as directed by Project Manager.
- 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 8-inch-thick masonry plug in pipe end prior to backfill in accordance with requirements of Section 02316 - Excavation and Backfill for Structures.
- G. Labeling of Asbestos Cement (AC) Pipe:
 - 1. Label leak-tight container with warning statement of hazardous asbestos content in accordance with OSHA 29 CFR 1926.1101 and as noted below.
 - 2. Label waste material with following warning:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

- 3. Neatly print labels in letters of sufficient size and contrast so label is easily visible and legible.

3.04 BACKFILL

- A. Backfill of removal areas shall be in accordance with requirements of Section 02316 - Excavation and Backfill for Structures.

3.05 DISPOSAL

- A. Inlet frames, grates, and plates; and manhole frames and covers, may remain City property. Disposal shall be in accordance with requirements of Section 01576 - Waste Material Disposal.
- B. Remove from site, debris resulting from work under this section in accordance with requirements of Section 01576 - Waste Material Disposal.
- C. For asbestos-containing materials:
 - 1. Comply with 40 CFR Part 61 and 30 TAC Sections 330.137(b) for Industrial Class 1 waste.
 - 2. Inspect load to ensure correct packaging and labeling.
 - 3. Line vehicles with two layers of 6-mil polyethylene sheeting.
 - 4. Remove asbestos-containing waste from site daily.

END OF SECTION

SECTION 02526

WATER METERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water meters, submeters, and fire service meters.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. Measurement for water meters is on unit price basis for installation of each meter type and size.
2. Payment includes vault, piping and appurtenances necessary for complete installation of meter.
3. Measurement for relocating and reinstalling meter with new box is on unit price basis for each meter relocated and reinstalled.
4. No separate payment for adjustment of meter or meter box unless otherwise shown in Drawings.
5. Refer to Section 01270 - Measurement and Payment for unit price procedures.

- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work is in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASME B 16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
- B. AWWA C 510 - Standard for Double Check Valve Backflow - Prevention Assembly.
- C. AWWA C 700 - Standard for Cold-Water Meters - Displacement Type, Bronze Main Case.
- D. AWWA C 701 - Standard for Cold-Water Meters - Turbine Type for Customer Service.
- E. AWWA C 702 - Standard for Cold-Water Meters - Compound Type.
- F. AWWA C 703 - Standard for Cold-Water Meters - Fire Service Type.

- G. AWWA Manual M6 - Water Meters - Selection, Installation, Testing, and Maintenance.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit written certification of calibration and test results.
- C. Submit manufacturer's certification that meters meet applicable requirements of this Specification Section.
- D. Submit accuracy registration test certification from manufacturer for each 3-inch through 10- inch diameter meter.

1.05 QUALITY ASSURANCE

- A. Submit manufacturer's warranty against defects in materials and workmanship for one year from date of Substantial Completion.
- B. Provide vendor's unconditional guarantee that performance of each meter meets applicable AWWA standards and AWWA Manual M6 as follows:

- 1. Displacement type: 10 years from installation or register registration shown below, whichever comes first.

Size (inch)	Registration (million gallons)
5/8, 3/4	1.5
1	2.5
1-1/2	5.0
2	10.5

- 2. Turbine type: 1 year from date of installation.
- 3. Compound type: 1 year from date of installation.
- 4. Fire service type: 1 year from date of installation.

Operations of hermetically sealed register, 5/8-inch to 2-inch diameter, shall be unconditionally guaranteed for 15 years.

- C. Provide manufacturer's unconditional guarantee for each sealed register against leakage, fogging, discoloration, and stoppage for 15 years from date of installation.
- D. Vendor may replace meters that become defective within guarantee period with meters that comply with this Specification. City will return defective meters to vendor at their expense. Meters repaired or replaced under this guarantee must meet accuracy limits for

new meters upon receipt and accuracy limits for remaining period of initial guarantee.

1.06 EASEMENT REQUIREMENTS

- A. Install 2-inch and smaller water meters and shut-off valves (stop boxes) in right-of-way when possible. Otherwise, install in a minimum 5-foot by 5-foot separate water meter easement contiguous with public right-of-way.
- B. Install 3-inch to 6-inch water meters in a minimum of 10-foot by 20-foot separate water meter easement contiguous with public right-of-way.
- C. Install 8-inch and larger water meters in a minimum of 15-foot by 25-foot separate water meter easement contiguous with public right-of-way.
- D. Locate water meter easements contiguous with public right-of-way unless approved by Project Manager. Provide minimum fifteen foot wide access easement when not contiguous with public right-of-way.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide meters of type and size as indicated on Drawings, unless otherwise indicated.
- B. Provide bolted split casings. Main casings of meters and external fasteners: Copper alloy with minimum 75 percent copper for 5/8 inch to 2 inches, bronze or cast iron, hot-dipped galvanized or epoxy coating for 3 inches and larger.
- C. Straightening Vanes: Non-corrosive material compatible with case material.
- D. Intermediate gear train shall not come into contact with water and shall operate in suitable lubricant.
- E. Registers: Automatic Meter Reading (AMR) type that provides pulse, contact closure, piezo switch or encoder generated output signal, compatible with City's radio and telephone AMR systems. Provide minimum 12-foot wire when permanently connected to register. Lens: impact resistant. Register box: tamper resistant by means of tamper screw or plug; Register: permanently sealed, straight-reading, center-sweep test hand, magnetic driven, U.S. gallons. Digits: 6, black in color, with lowest registering 3 digits (below 1,000-gallon registration) having contrasting digit and background color. Register capacity of meters: 9.99 million gallons for 5/8 inch to 2 inches and 999.999 million gallons for 3 inches and larger.
- F. Connections: 5/8 inch to 1 inch: threads at each end; 1-1/2 to 2 inches: 2-bolt oval flanges each end; 3 inches and larger: flange at each end.

- G. Stamp manufacturer's meter serial number on outer case. Stamp manufacturer's meter serial number on outside of register lid when provided. Manufacturer's serial numbers shall be individual and not duplicated.
- H. Meters: Provide approved meters equip with AMR type register to connect to City of Houston's AMR system.
- I. Manufacturing Quality Control shall permit successful interchangeability from one meter to another of same size including registers, measuring chambers and units, discs or pistons as units, change gears, bolts, nuts, and washers without affecting accuracy of new meter.
- J. For water meter vaults provide:
 - 1. 1/4-inch steel or aluminum with stainless steel hinge pins. Door shall open to 90 degrees and automatically lock in that position.
 - 2. Provide approved meter vault covers.

2.02 METER APPLICATIONS

- A. Meter type requirements to usage application
 - 1. All meters must be compatible with the City of Houston automated meter reading (AMR) System and /or automated metering infrastructure (AMI) system
 - 2. Sizes 5/8-inch to 2-inch Meters: Displacement type excluding application exceptions notes in paragraph 2.02 A.3
 - 3. Exceptions
 - a. Meter types for sizes 1-inch to 2-inch NFPA 13-D, 13-R applications require prior approval by the City of Houston. (Displacement meters are not allowed for these applications).
 - b. Applications where constant flow is required a 2-inch turbine type meter may be substituted.
- B. Sizes 3-inch and above Meters:
 - 1. Turbines:
 - Processing plants
 - Manufacturing facilities
 - Lawn sprinkler systems
 - Effluent water in treatment plants
 - Booster (pump)stations

Level controlled tank filling operations
 Fire hydrants (transients)
 Inter-systems sale or transfer
 Sewer credit/sub-meter

2. Compounds:

Multi-family dwellings
 Motels and hotels
 Hospitals
 Schools
 Restaurants
 Office buildings
 Dormitories, nursing homes, department stores, shopping malls, and other commercial establishments

3. Fire Rated Turbines:

Open systems feeding directly from a tank

4. Fire Rated Compounds:

Combination domestic and fire services
 Open system not feeding directly from a tank

5. Electromagnetic Meters:

Inter-system sale or transfer
 Raw water
 Basement or inside structure installations
 Contract water
 Above ground applications in potential hazardous chemical environs Meters larger than 10-inch.

C. Meter size requirements to flow considerations

Meter flow range is dependent on amount of pressure and slightly varies with manufacture.

Flow Range	Max. Continuous Flow	Meter Size
¼ - 25 GPM	15 GPM	5/8" Positive Displacement
¾ - 70 GPM	50 GPM	1" Positive Displacement
1 ¼ - 120 GPM	80 GPM	1 ½" Positive Displacement
1 ½ - 170 GPM	100 GPM	2" Positive Displacement

Flow Range	Max. Continuous Flow	Meter Size
5 – 550 GPM	450 GPM	3" Turbine

15 – 1250 GPM	1000 GPM	4” Turbine
20 – 2500 GPM	2000 GPM	6” Turbine
30 – 4500 GPM	3500 GPM	8” Turbine
50 – 7000 GPM	5500 GPM	10” Turbine

Flow Range	Max. Continuous Flow	Meter Size
½ - 450 GPM	350 GPM	3” Domestic Compound
¾ - 1250 GPM	1000 GPM	4” Domestic Compound
1 – 2000 GPM	1400 GPM	6” Domestic Compound
¾ - 1200 GPM	1200 GPM	4” Fire Compound
1 ½ - 2500 GPM	2500 GPM	6” Fire Compound
2 – 4000 GPM	4000 GPM	8” Fire Compound
2 – 6500 GPM	6500 GPM	10” Fire Compound

D. Meter location preference hierarchy for 3” and Larger applications
 Outline by order of preference for Meter Easement location. Any installation other than “D1.” requires approval from the Office of the City Engineer (OCE).

1. Adjacent to Public ROW
2. Not adjacent to Public ROW with water line easement.
3. Parking garage
4. Mechanical room area of basement
5. Public ROW
6. Above ground meter installations are required on potential hazardous chemical environs, and meters larger than 10”.

Note: Per chapter 7 of the City of Houston Design Manual,
 Install separate tap and service lead for each domestic meter. Irrigation meters are to be branched off the domestic service.

Eligibility Requirements for Meter Easement Locations

Acronym Definition:

P.A.E.- Permanent Access Easement.

A.D.A.- American’s with Disabilities

Act. ROW- Right of Way.

Meter Location	Meter Easement	Water line Easement	P.A.E.	A.D.A. Requirements	Electric and Phone service	Encroachment permit	Min. Utility Spacing	Special Meter Vault, or Meter Setup Requirements
Grade Level Easement Adjacent to ROW	YES	NO	NO	NO	NO	NO	NO	NO
Grade Level Easement Not Adjacent to ROW	YES	YES	NO	NO	NO	NO	NO	NO
Parking Garage	YES	**NO	YES	NO	YES	NO*	NO	YES
Mechanical Room in Basement	YES	**NO	NO	NO	YES	NO*	NO	YES
Public ROW	NO	NO	NO	YES	NO	YES	YES	YES
Above Ground Installations	YES	**NO	YES	NO	YES	NO	NO	YES

* Provided structure does not encroach ROW

** Provided meter is set adjacent to ROW

2.03 MATERIALS

A. Cold-Water Meters:

1. Displacement Type: AWWA C 700; sizes 5/8 inch up to and including 2 inches; oscillating disc or piston of magnetic drive type; bolted split-case design, with either being removable.

2. Turbine Type: AWWA C 701; Class II; sizes 1-1/2 inches through 10 inches; flanged; straight-through measuring chamber; rotor construction: polypropylene or similar non-rubber material with specific gravity of approximately 1.0, equipped with near frictionless replaceable bearings in turbine working against rotor shaft positioned thrust bearing. Transient/Fire Hydrant Meter Inlet: Female fitting for attachment to hose nozzle with National Standard Fire hose thread. Outlet: 2-inch nipple with National Pipe Thread. Include restriction plate to limit flow through meter to 400 gpm at 65 psi. 1-1/2 inches through 8 inches are to be furnished with test plugs in the outlet port of the meter for field testing.

3. Compound Type: AWWA C 702; sizes 2 inches through 6 inches. Measuring chambers: For use in continuous operation; separate units of copper alloy (minimum 84 percent copper) or approved polymer material, inert in corrosive potable water; with centering device for proper positioning. Measuring pistons: Non-pilot type with division plates of rubber covering vulcanized to stainless steel or other approved material of sufficient thickness to provide minimum piston oscillation noise. Measuring discs: Flat or conical type, one piece, mounted on monel or 316 stainless steel spindle. Measuring chamber strainer screen area: Twice area of main case inlet.
4. Fire-Service Type: sizes 4 inches through 10 inches; turbine-type, compound type, proportional type; AWWA C 703, with separate check valve conforming to AWWA C 510. Determine size of fire meter by adding fire flow and domestic flow.

2.04 STRAINERS

- A. Displacement Potable Water Meters 5/8 inch through 2 inches: Self-straining by means of annular space between measuring chamber and external case or with strainer screens installed in meter. Provide rigid screens which fit snugly, are easy to remove, with effective straining area at least double that of main case inlet.
- B. Potable Water Meters 2-inch diameter and larger: Equip with separate external strainer with bronze body for diameters less than 8 inches. 8-inch diameter and larger may be cast iron, hot-dipped galvanized or epoxy coating. Strainers: Bolted to inlet side of meter, detachable from meter, easily removable lid. Strainer screen: Made of rounded cast bronze, stainless steel wire, having nominal screen size of 3-1/2 mesh-per-inch (U.S. Series) not less than 45 percent clear area.
- C. Provide separate approved external strainers (when required by meter manufacturer) approved for use in fire service metered connections by Underwriters Laboratories. Bodies: Cast iron or copper alloy. Ends: Flanged in accordance with ASME B 16.1, Class 125. Provide stainless steel basket. Strainers shall be detachable from meter.

2.05 CONNECTIONS AND FITTINGS

- A. Provide pipe for connections in accordance with Section 02501 - Ductile Iron Pipe and Fittings and Section 02506 - Polyvinyl Chloride Pipe. Use restrained joints and flanged joints only.
- B. Fittings:
 1. For meters 2 inches and smaller: Same type of fittings as Outlet End fittings for Curb Stop in accordance with Section 02512 - Water Tap and Service Line Installation.

2. For meters 3 inches and larger: Restrained ductile iron; push-on bell joints or mechanical joint fittings between water line and meter vault; Class 125 flanged inside meter vaults; cement mortar lined and sealed.

2.06 LAYING LENGTHS

- A. Minimum laying lengths for meter and standard strainer shall be as shown on Drawings.

PART 3 EXECUTION

3.01 TAPPING AND METER SERVICE INSTALLATION

- A. Refer to Section 02525 - Tapping Sleeves and Valves for tapping requirements.
- B. Meter Service Line:
 1. Use pipe and fittings conforming to requirements of Section 02501 - Ductile Iron Pipe and Fittings, or Section 02506 - Polyvinyl Chloride Pipe.
 2. Limit pulling and deflecting of joints to limits recommended by manufacturer.
 3. Make vertical adjustments with offset bends where room will permit. Minimize number of bends as shown on detail drawings.
 4. Provide minimum of ten pipe diameters of straight pipe length upstream and downstream of meter vault.

3.02 METER FITTING HOOKUP

- A. Support meter piping and meter, level and plumb, during installation. Support meters 3 inches and larger with concrete at minimum of two locations.
- B. Use round flanged fittings inside meter box or vault except for mechanical joint to flange adapter. Provide full-face 1/8-inch black neoprene or red rubber gasket material on flanged joints. Provide bolts and nuts made from approved corrosion-resistant material.
- C. Tighten bolts in proper sequence and to correct torque.
- D. Visually check for leaks under normal operating pressure following installation. Repair or replace leaking components.

3.03 METER BOX AND VAULT INSTALLATION

- A. Conform to requirements of Section 02085 - Valve Boxes, Meter Boxes, and Meter Vaults.
- B. Perform adjustment to existing meter in accordance with Section 02085 - Valve Boxes,

Meter Boxes, and Meter Vaults.

3.04 BASEMENT INSTALLATIONS FOR METERS

- A. All piping within meter easement inside the building in basement must be welded steel to conform to Section 02502 - Steel pipe and Fittings or restrained Ductile Iron to conform to Section 02501 - Ductile Iron pipe and Fittings. All transitions from PVC to Steel or Ductile iron must be made on the exterior side of the basement wall. All materials must be on the City approved list of materials.
 - 1. The meter piping must conform to the City of Houston detail drawings for typical meter piping arrangement.
 - 2. All pipes must be installed straight into the building.
- B. 3” and larger meter installations for basements must be the Utility Customer Service approved for billing electromagnetic meter from the City of Houston approved products list.
- C. The customer must provide a NEMA type 4 enclosure 20”H x 16”W x 10”D for the mounting and containment of the meter electronics. The 120AC receptacle and phone jack must be installed in the enclosure.
- D. The customer must provide and maintain 120AC power and phone line within five feet of the meter location.
 - 1. The 120AC power must terminate with a GFI protected receptacle and be connected to the structure’s emergency back up power.
- E. The customer must provide a phone line which can be a shared phone line.
 - 1. Phone line must terminate with a phone jack inside the service rack enclosure.
- F. The customer will be required to give the City of Houston the appropriate size meter easement to conform to the City of Houston Design Manual, with a minimum 8 feet clearance between floor and ceiling.
 - 1. Meters installed in an interior room must be fitted with double doors for easy equipment access. A floor drain must be installed within the meter easement for water drainage.
 - 2. The meter must be placed on the same floor level that the service line enters the structure. The service line must enter through the wall of the building. Use link seal method for pipe penetration thru wall as shown in City of Houston Detail Drawing.
 - 3. The customer or property owner shall keep the space occupied by the meter free from rubbish or obstruction of any kind, and provide access in accordance to City of

Houston Ordinance Chapter 47.

- G. No signal from the meter will be shared, duplicated, or split for the customers use. Once the meter is installed and accepted by the City of Houston the meter, instruments, and all attachments becomes the sole property of the City of Houston.

3.05 CONTRACT METER INSTALLATIONS

- A. All contract potable water and raw water accounts are required to install the Utility Customer Service approved for billing electromagnetic meter from the City of Houston approved product list.
 - 1. With exception of Emergency Backup System meters EBS which will be the approved mechanical type meter for the application.
- B. All meter vaults must be designed to the City of Houston standard detail drawings.
 - 1. Meter installations larger than 10” that cannot be installed within the standard City vault, or meter installations in potential hazardous chemical environs must be installed above ground.
 - 2. The City of Houston Engineer’s office and the Meter Shop must approve an above ground meter installation.
 - 3. All above ground meter installations must be painted to City of Houston specifications Section 02527 - Polyurethane Coatings on Steel or Ductile Iron Pipe and have freeze protection.
 - 4. Above ground meter installations must have an 8’tall perimeter fence with a gate when it is not inside a water plant facility.
- C. All meter installations require meter easements and require a water line easement when meter easement is not adjacent to the City of Houston Right of Way.
 - 1. All meters that are not located adjacent to the Public Right of Way must have an all weather hard surface road to the meter location.
- D. All contract account customers must supply 120 AC voltage with a GFI receptacle and phone service with phone jack to be terminated in a NEMA type 4 enclosure 20”H x 16”W x 10”D at the meter location.
 - 1. Electrical service to the City of Houston meter station must be connected to the back up generator when installed within the districts plant facility.
 - 2. 1” PVC electrical conduit must be installed from the enclosure to the meter for the meter electronics.

Note: No customer will be allowed to share, spilt, duplicate, or disrupt any signal generated from the City of Houston meter.

3.06 TESTING

A. Accuracy registration tests will be conducted in accordance with latest revision of AWWA standard for type and size of meter.

1. Tests will be run by City of Houston on meters prior to installation at City's meter repair shop. Meters 2-inches and smaller will be tested at random at City's discretion. All 3 inches and larger meters will be tested.
2. Accuracy of displacement meters during guarantee period shall be as follows:
 - a. Initial period: of 18 months from date of shipment or 12 months from date of installation: 98.5% to 101.5% at standard and minimum flow rates; 98% to 101% at low flow rates.
 - b. Second period: AWWA new meter accuracy as tested below.

Meter Size (inches)	GUARANTEE PERIOD		Million*	TEST FLOW RATE
	Age of Meter Years	Or		Minimum Rate (gpm)
5/8	>1 to <5		0.5	1/4
1	>1 to <5		1.0	3/4
1-1/2	>1 to <5		2.5	1-1/2
2	>1 to <5		5.5	2

* Total registration.

c. Third period: AWWA new meter accuracy for standard flow rates and AWWA repair meter accuracy for minimum flow rate as tested below.

Meter Size (inches)	GUARANTEE PERIOD		Million*	TEST FLOW RATE	
	Age of Meter Years	or		Standard Flow Rates (gpm)	and
5/8	>5 to <10		1.5	2-15	1/4
1	>5 to <10		2.5	4-40	3/4
1-1/2	>5 to <10		5.0	8-50	1-1/2
2	>5 to <10		10.0	15-100	2

* Total registration.

3. Minimal acceptable accuracy in percent of low flow registration for turbine meters:

<u>Meter Size</u> (inches)	<u>Minimum Flow</u> (gpm)	<u>% Accuracy Required</u>
2	3	95
3	5	95
4	15	95
6	20	95
8	20	95
10	30	95

END OF SECTION

ITEM 473

ADJUSTING MANHOLES AND INLETS

- 473.1 Description. This Item shall govern for the furnishing of materials and for adjusting, abandoning or capping existing sewer manholes, inlets, or cleanouts where required by the plans. Manholes and inlets shall be adjusted to positions and/or elevations as shown on the plans or as ordered by the Engineer and in accordance with these Standard Specifications. Subject to the approval of the Engineer, pre-fabricated steel extension rings may be furnished for the adjustment of manholes.
- 473.2 Materials. Manholes or inlet rings, plates, grates and covers and brick in good condition, removed from the manholes and inlets in the process of abandonment, capping or adjustment, may be reused. Additional materials required shall conform to the pertinent provisions for those materials of the ASTM C55 "Standard Specification for Concrete Building Brick", Item 471 "Precast Concrete Manholes and Junction Boxes" or the Item 472 "Inlets". When prefabricated, steel rings are furnished, the material shall conform to ASTM A36, "Standard Specification for Carbon Structural Steel."
- 473.3 Construction. Manholes or inlet rings, covers, plates, and grates shall be removed carefully and the contact areas shall be cleaned of all mortar and grease. Rings, covers, plates or grates broken in the process of removal and cleaning shall be replaced in kind, by the Contractor, at his expense.
- When prefabricated steel extension rings are furnished, they shall be either of the one-piece or two-piece type, as necessary, for the amount of adjustment. They shall be installed in accordance with the manufacturer's instructions.
- If the adjustment involves lowering the top of the manhole or inlet, a sufficient depth of concrete or brick courses shall be removed to permit reconstruction on a batter not exceeding 1 inch horizontal to 2 inches vertical. In the case of brickwork, the mortar shall be cleaned from the top course of brick remaining in place and from all brick to be re-used and the manhole or inlet rebuilt to the original top dimensions. The manhole or inlet ring, cover, plate, or grate shall then be installed with the top conforming to the proposed new surface of street or grading as the case may be.
- If the adjustment involves raising the elevation of the top of manhole or inlet, the top course of brick shall be cleaned of mortar and built up vertically to the new elevation using new brick, brick salvaged from other

manhole or inlet adjustments, or Class "A" concrete, and the ring, cover, plate or grate installed with top conforming to the proposed new surface of street or grading as the case may be. Grade rings where used shall have 1/2" thick cement mortar coat inside and outside or the grade rings shall be installed with grout or mastic joint compound e.g. Flex-Seal Utility Sealant or approved equal, to provide a sealed grade ring area. Alternately, the grade rings may be sealed from outside with Infi-Shield Uniband or approved equal.

If abandonment of an inlet or manhole is required, it shall be removed to an elevation a minimum of one foot below subgrade elevation, or as otherwise indicated on the plans and capped or backfilled from the flow line to subgrade with special sewer backfill.

Excavation and backfill shall conform to the Item 430 "Construction of Underground Utilities".

473.4 Measurement. Manholes or inlets completely adjusted, abandoned, or capped as prescribed above, will be measured by the unit of each manhole or inlet adjusted.

473.5 Payment. Each manhole or inlet adjusted, measured as prescribed above, complete in accordance with these Standard Specifications, will be paid for at the unit price bid for "Adjusting Manholes", or "Adjusting Inlets", as the case may be, which price shall be full compensation for furnishing all required materials, including backfill as required, excavation, tools, labor, equipment and incidentals required to complete the work.

There are line code(s), description(s) and unit(s) for this Item.

NOTE: This Item requires other Standard Specifications

Item 430 "Construction of Underground Utilities"

Item 471 "Precast Concrete Manholes and Junction Boxes"

Item 472 "Inlets"

END OF ITEM 473