



**REQUEST FOR BID
FOR
MAINLINE SEWER POINT REPAIR GROUP 7**

Bid No. 416938.71.0377

September 26, 2023



City of Memphis, Tennessee

Black & Veatch and Overland Contracting Inc. (OCI), a subsidiary of Black & Veatch, are the Program Manager and Construction Manager respectively, for the SARP10 Program for the City of Memphis.

Overland Contracting Inc.
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00170 - Request for Bid

00170.1 Introduction

Sealed bids will be received at the Office of the City of Memphis Environmental Administration, Room 620, City Hall, 125 N. Main, Memphis, TN 38103, until **3:00 p.m. local time, November 16, 2023** for furnishing the City of Memphis with the following:

FOR THE DIVISION OF: PUBLIC WORKS FOR THE CONSTRUCTION OF:
SARP10 Program **Mainline Sewer Point Repair Group 7**

The Sealed Bid envelope must be labeled with the project name, bidder's name, license bidder number, license expiration date, license classification. The Sealed Bid envelope must contain one (1) hardcopy of the bid and one (1) electronic CD copy of the bid.

Sealed Bids sent through the mail or other such delivery service shall be sent in such a manner so as to allow the opening of the "Mailing Container" and still have intact the sealed Bid. On the Mailing Container the sender shall state the words that a **"SEALED RESPONSE IS ENCLOSED"** and the Bid number.

Subcontractors intending to bid on this project must follow the instructions for Registration as stated in the Advertisement Legal Notice Request for Bid No. **416938.71.0377** (dated September 26, 2023). Registration information must be submitted by **October 19, 2023**.

00170.2 Program Overview

The Program consists of the management of the capital program needed to bring the City's wastewater and sewer system into compliance with federal and state regulations per the City of Memphis Wastewater Collection and Transmission System (WCTS) Condition Assessment and Rehabilitation Program Consent Decree signed on September 21, 2012, including the procurement of studies, design and construction services associated with the City of Memphis SARP10 Program.

00170.3 Scope of Work

The scope of Work for this bid generally consists of performing point repairs on sewer mains throughout the City of Memphis. In most cases the work will include, but is not limited to, saw cutting a paved surface, digging down to the point where a repair needs to be made, replacing around 10' of existing sewer pipe with new ductile iron pipe, backfilling the excavation with rock and then resurfacing the disturbed area. Repairs will be made on pipe sizes ranging from 6" to 24" and down to a maximum depth of approximately 20'. Other related work may include repair to service wyes and some lateral lines, sidewalk repair, curb and gutter repair, and repair of disturbed vegetated areas.

00170.4 Bid Guarantee Requirements

Guarantee Requirements:

- a) Bidder will not withdraw bid for one hundred eighty (180) calendar days after opening of bids without Purchaser's written consent.
- b) If bid is accepted, bidder will enter into formal Subcontract with Purchaser, within five (5) calendar days after receipt of Subcontract documents for execution.
- c) If bid is accepted, bidder will execute required 100% Performance/Payment Bond in accordance with Article 00571.4 and will obtain required insurance coverage in accordance with Article 00572.21 within ten (10) calendar days after receipt of Subcontract.
- d) All bids will require a bidder's bond or certified or cashier check made payable to the Purchaser on a solvent bank in the amount of 5% of the bid. Said instrument to remain in effect and will be returned only after the Subcontract has been fully executed and secured. Additionally, the successful bidder shall execute a performance bond in an amount equal to 100% of the Subcontract sum as security for the faithful performance of the Subcontract and for the payment of labor and material furnished and incorporated into the Work. The only acceptable form of instrument for this bid bond is bound herein, Article 00672.7.



Bidder shall be liable to the Purchaser for full amount of proposal guarantee as representing damage to the Purchaser on account of default of bidder if:

- a) Bid is withdrawn within one hundred eighty (180) calendar days after receipt of bids without approval by Purchaser.
- b) Bidder fails to enter into contract with Purchaser and execute required Performance Bond and provide required insurance coverage within ten (10) calendar days subsequent to notice of award of the Subcontract.

**Firms desiring to submit a Bid should carefully review these instructions.
Compliance with all requirements will be solely the responsibility of the Respondent.**

00170.5 Request for Bid Definitions

Terms used in this Request for Bid documents are defined and have the meanings assigned to them as follows. The term "OCI", "Purchaser" or "Program Manager" means Overland Contracting Inc. The term "Respondent", "Firm", "Company", "Subcontractor" or "Bidder" means one who submits a Response for the purpose stated in this Solicitation Request for Bid documents. The terms "BID", "Response" or "Respondent's Response" mean all submittal documents provided by the Respondent as required by this Request for Bid. The terms "Request for Bid" or "Bid Documents" mean the documents included in this Request for Bid.

Every effort has been made to use industry-accepted terminology in this Request for Bid. Any statement in this document, which uses words such as "must", "shall", "should", "provide for" or "have/provide the capability of/for", means that compliance with the intent of the statement is mandatory and that failure by the Respondent to satisfy that intent may be cause for the Response to be rejected.

00170.6 Minority / Women Business Enterprise (M/WBE) Requirements

This section shall set forth the respondent's M/WBE Participation Plan that must be submitted and include: (1) the level and dollar amount of participation your firm anticipates to achieve in the performance of the Subcontract resulting from this RFB; (2) the type of Work to be performed by the M/WBE firms participating; and (3) the names of the M/WBE firms the Respondent plans to utilize in the performance of the Subcontract resulting from this RFB.

SARP10 DBE Participation Goal:
DBE minimum **20%**
(Vendors from the City of Memphis EBO list only)

00170.7 Clarification of Bid

Purchaser reserves the right to obtain clarification of any point in a Response or to obtain additional information as necessary to properly evaluate a particular Response. Failure to respond to such request for additional information or clarification in a timely manner may result in rejection of the Response.

00170.8 Not Used

00170.9 Responsiveness

Respondents should respond to all requirements of the Bid to the maximum extent possible and are required to clearly identify any limitations.

00170.10 Examination of Request for Bid Documents

Before submitting a Response, each Respondent must:

- Study and carefully correlate the Respondent's observations and responses with the Bid Documents.
- Notify Purchaser of all conflicts, errors and discrepancies, if any; in the Bid Document submitted.
- Review the Loss Control Manual.

Respondents by and through the submission of their Response, agree that they shall be held responsible for having therefore familiarized themselves with the nature and extent of the requirements in the Bid Documents.

00170.11 Interpretations and Addenda

If any prospective Firm is in doubt as to the true meaning of any part of the Requirements for Preparing and Submitting Bid Submittal for the requested services, they may submit a written request (verbal requests will not be accepted) for an interpretation before the Last Date for Bidder Questions; as stated in 00170.16. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents. Purchaser will not be responsible for any other explanations or interpretations of the proposed documents. Any requests not submitted within this time period will be deemed waived.

SUBMIT ALL QUESTIONS BY E-MAIL TO:

Attn: Justin Avent

justin.avent@greshamsmith.com

Cc: Ginny Dorsey

DorseyV@bv.com

Cc: Jerry Caldwell

CaldwellJ@bv.com

(Reference: SARP10 Program **Mainline Sewer Point Repair Group 7**, BID No. **416938.71.0377**)

All requests or questions should be clearly marked and must be received by Last Date for Bidder Questions, as stated in 00170.16. A response will be returned via addendum to all Firms along with the original question(s).

There shall be no communication between the Firm, their employees or subcontractors concerning this Bid to anyone within Black & Veatch, Overland Contracting, Allen & Hoshall, Allworld Project Management, Gresham Smith, Carter-Malone Group, or City of Memphis employee or any such person's spouse, child, parent, brother, sister, dependent or person assuming a relationship being the substantially equivalent of the above except through Bently Green – Program Director or Jerry Caldwell – Project Manager. **Failure to comply with this requirement will be grounds for disqualification.**

00170.12 Modification or Withdrawal of Bid Submittals

Responses may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Response must be executed) and delivered to the place where Responses are to be submitted at any time prior to the submission deadline. A request for withdrawal or a modification must be in writing and signed by an authorized person. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Response will not prejudice the rights of a Responder to submit a new Response prior to the Response deadline. After expiration of the period for receiving Responses, only Purchaser may request clarifications or additional information.

00170.13 Rejection of Responses

To the extent permitted by applicable local, state and federal laws and regulations, Purchaser reserves the right to reject any and all Responses, to waive any and all informalities not involving price, time, or changes in the Work with the successful Respondent, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Responses. Also, Purchaser reserves the right to reject a Response, in its sole discretion, if the City of Memphis believes that it would not be in its best interest to make an award to that Respondent.

Purchaser reserves the right to reject any Response if the evidence submitted by the Responder or if the investigation of such Respondent fails to satisfy Purchaser that such Respondent is properly qualified to



carry out the obligations and to complete the Work contemplated therein. All Responses will be rejected if there is reason to believe that collusion exists among Respondents. Responses will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

00170.14 Other Items

This Bid does not commit Purchaser to enter into a Subcontract, nor does it obligate Purchaser to pay for any costs incurred in the preparation and submission of Responses or in anticipation of a Subcontract. Costs of preparing the Bid in response to this request are solely the responsibility of the Respondent.

By responding to this solicitation, the respondent attests that no employee of Black & Veatch, Overland Contracting, Allen & Hoshall, Allworld Project Management, Gresham Smith, Carter-Malone Group, or City of Memphis employee or any such person’s spouse, child, parent, brother, sister, dependent or person assuming a relationship being the substantially equivalent of the above, has an existing or pending, direct or indirect, financial interest in the respondent’s business.

No Respondents to this solicitation shall discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

00170.15 Selection Process

Purchaser intends to select one Firm based on price and successful completion and approval of the OCI Registration process. There is a local contractor preference of 5%. For evaluation purposes the 5% will be applied to the Total Estimated Unit Price Value.

00170.16 Selection Schedule

The following schedule will be adhered to during the selection process. It is subject to change at the sole discretion of OCI.

Event	Completed By
Advertising Date	September 26, 2023
Pre-Bid Meeting	October 12, 2023
Registration Information submitted per 416938.71.0377 Advertisement	October 19, 2023
Last Date for Bidder Questions	October 19, 2023
Issue Addendum for answers to questions	November 2, 2023
Receive all Bids	November 16, 2023 by 3:00 pm local time
Public Opening	November 16, 2023 immediately following receipt of bids
Public Notice of Intent to Award	November 28, 2023
Preconstruction Meeting with Subcontractor	December 5, 2023
Tentative Notice to Proceed	December 7, 2023

00170.17 Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held at **9:30 A.M** (local time) at the **Benjamin Hooks Central Library 3030 Poplar Avenue, Memphis, TN 38111** on **October 12, 2023**. Bidders are required to attend at their own cost.



00270 - Instructions to Bidders

00270.1 Bidder's Compliance with Request for Bid

Provide the information requested and any supporting information necessary to permit a complete analysis of your bid. You acknowledge that preparation and submission of a bid will be at your sole cost and that you will treat this RFB and any resulting discussions as confidential. If you do not agree to treat this RFB and associated discussions as confidential, return the complete RFB to Purchaser and delete or destroy any copies you made.

00270.2 General Bid Parameters

Provide the information requested in Section 00270 and Section 00370 in the appropriate fields of Section 00370. Complete each line of Section 00370 in its entirety and submit it with your bid in accordance with Section 00170. Do not alter Section 00370 forms in any way or deviate from the terminology used or the unit of measure indicated when completing Section 00370. Submit Section 00370 forms in their original core application software, with no embedded programming and no permissive encoding restricting access to the data provided.

00270.2.1 Bidder's Contact Information

Include contact information for your representative in Article 00370.2.1. Your representative must have the appropriate expertise and authority to negotiate on behalf of your company.

00270.2.2 Addenda to Request for Bid

In Article 00370.2.2, list all addenda received from Purchaser and indicate "Yes" to show your receipt of and incorporation of the listed addenda into the proposal.

00270.3 Bid Pricing

You must include numerical values in the applicable fields of Table 00370.3.1. Non-numerical values, such as "included" or "not applicable," are not acceptable. Purchaser will evaluate fields left blank or filled with a zero as scope included in your bid at no cost.

00270.3.1 Unit Pricing

Provide the unit prices to perform the Work in accordance with this RFB in Table 00370.3.1. A unit price is the total amount to be billed to Purchaser for a specific unit of work. Unit pricing includes all costs, overhead, profit and mark-up associated with delivering the complete unit.

00270.4 Supplemental Bid Information

00270.4.1 Company Status

In Article 00370.4.1, indicate the type of your organization's legal entity and the state and country in which it is organized.

00270.4.2 Contractor License

If you are not licensed to perform the Work, indicate "No" in Article 00370.4.2.

00270.4.3 Not Used

00270.4.4 Bid Validity Period

Indicate "Yes" in Article 00370.4.4 if your proposal is valid for one hundred eighty calendar days after the Proposal Due Date (the "Proposal Validity Period"). Purchaser may reject your proposal without prior notice if your proposal is not valid for the full Bid Validity Period.

00270.4.5 Firm Non-Escalatable Pricing

Indicate "Yes" in Article 00370.4.5 if the proposal pricing is firm and not subject to escalation.



00270.4.6 Taxes

Tax requirements are identified in Article 00571.6. Indicate "Included" in Article 00370.4.6 if your proposal includes the tax requirements.

00270.4.7 Work at Jobsite

Identify the type of craft labor. If you plan to subcontract any of the Work, indicate "Yes" in the appropriate section of Article 00370.4.7 and complete Table 00370.4.7.

00270.5 Schedule Compliance

Indicate "Yes" in Article 00370.5 if you can meet the schedule dates included in Table 00370.5. If you indicate "No," submit an alternative summary level schedule with your proposal.

00270.6 Compliance with Request for Bid

00270.6.1 Not Used

00270.6.2 Not Used

00270.7 Bid Attachments

List any supplemental documents included in your bid in Article 00370.7.

00270.8 Declarations

Indicate "Yes" in Article 00370.8 to confirm you have familiarized yourself with the conditions affecting the Work.

00270.9 Nondiscrimination

All entities contracting with the Purchaser agree to abide by and to take affirmative action when necessary to ensure compliance with the nondiscrimination clauses set out below and agree to show proof of non-discrimination upon request and to post in conspicuous places available to all associate agents and their employees. In the event of non-compliance with nondiscrimination clauses, or with provisions of Executive Orders 11141 (age), 11246, 11375 (women), 12086 (Vietnam veterans), 11478 (federal employees), 11625 (minority business) 11701 (veterans), Title 41, Chapter 60 (handicapped) and specifically the handicapped affirmative action clause in Section 60-741.6.9 of OFCCP Rules, and any and all other federal laws prohibiting discrimination, contracts may be canceled, terminated, or suspended in whole or in part by the Purchaser.

The Bidder shall execute the specified Nondiscrimination Certificate (see Section 00672.3) agreeing that, if awarded the Subcontract, he/she shall not discriminate against any Sub-subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex, in accordance with the citations listed in the above paragraph; and shall require the execution of such a certificate for each Sub-subcontractor prior to award of any subcontract with the further requirement that each subcontractor shall include identical requirements in any lower tier subcontracts which might in turn be made. FAILURE TO EXECUTE AND SUBMIT SUCH CERTIFICATE WITH THE BID MAY CAUSE THE BID TO BE REJECTED AS NON-CONFORMING. The successful Bidder and all Sub-subcontractors under the general contract shall maintain copies of their payrolls and all subcontracts for each weekly payroll period for the life of the construction and for a period of **SEVEN (7) YEARS** after final release and payment is made by the Purchaser to the contractor.

00270.10 Equal Business Opportunity Program (EBO)

The Bidder must complete and return the Equal Business Opportunity Program Compliance Form included in Section 00672.4 of this RFB.

00370 – Commercial Bid Form (7 pages)



00370 - Commercial Bid Form

Bidder should refer to Section 00270, Instructions to Bidders, when completing this Bid Form. Bidder shall complete this form entirely and return it with Bidder's Bid.

00370.1 Bid Submitted by	Bidder Response Column
Company Name	
Mailing Address/Number, Street	
Mailing Address/State, Zip Code	
Country	
Taxpayer ID Number (or EIN)	
Bidder's Bid Date	
Bidder's Bid No.	

00370.2 General Bid Parameters	Bidder Response Column
Bidder is providing the information defined by the articles comprising Section 00270, INSTRUCTIONS TO BIDDERS, in the corresponding fields of this Section 00370, COMMERCIAL BID FORM.	

00370.2.1 Bidder's Contact Information	
Bidder's Representative Name	
Title	
Mailing Address/Number, Street	
Mailing Address/City	
Mailing Address/State, Zip Code	
Delivery Address/Number, Street	
Delivery Address/State, Zip Code	
Country	
Email Address	
Phone Number () - ()	
Mobile Phone Number () - ()	
Fax Number () - ()	

Business Interruption Plan	
Confirm that Bidder maintains a Business Interruption/Disaster Recovery Plan that documents how Bidder will respond to disaster or pandemic to help minimize impact - Yes/No If Yes, plan should be submitted with RFB.	

00370.2.2 Addenda to Request for Bid			
Bidder acknowledges receipt and inclusion of the following Addenda to the RFB - Yes/No			
	Addenda Number	Date Issued	Received and Incorporated

00370.3 Bid Pricing Information	Bidder Response Column
00370.3.1 Bid Prices	See Attached Pricing Table(s) [Bidder to List Tables Used]

00370.4 Supplemental Bid Information	Bidder Response Column
Bidder provides the following information to supplement the Bidder's bid pricing.	

00370.4.1 Company Status	
Bidder's company status is: (i.e. partnership, individual owned, joint venture, corporation, etc.)	
in State of	
in Country of	

00370.4.2 Contractor License	
Bidder certifies that it is licensed, as required, to engage in the RFB Work scope in the State/Province/Country the RFB Work is to be performed. - Yes/No	
1st License Title	
in State/Province of	
License Number	
2nd License Title	
in State/Province of	
License Number	

00370.4.3 Not Used

00370.4.4 Bid Validity Duration

Bidder's bid is valid for acceptance by the Purchaser for a period of 180 days from the bid due date. - **Yes/No**

00370.4.5 Firm Non-Escalatable Pricing

All of Bidder's prices herein bid are firm and are non-escalatable. - **Yes/No**

00370.4.6 Taxes

Bidder's prices included herein are in accordance with Article 00571.6 Taxes. - **Yes/No**

00370.4.7 Work at Jobsite

Bidder's source of craft labor to be utilized in the performance of the Work is -

Open-Shop/Merit-shop/Union-shop

If applicable, identify the local union(s) used for hiring craft labor: 1st Local Union Name

Address/Number, Street

Address/City, State, Zip Code

Phone

Email

2nd Local Union Name

Address/Number, Street

Address/City, State, Zip Code

Phone

Email

Bidder has accounted for all Jobsite existing and controlling conditions and limitations which may affect the Work performance and the Bidder's Bid. - **Yes/No**

Bidder proposes that it will perform all the Work at the Jobsite with its own forces. - **Yes/No**

Bidder has indicated proposed sub-subcontracted Work in attached Table 00370.4.7. - **Yes/No**

Bidder has provided proposed Small Business/Minority/Disadvantaged Entrepreneur Participation Plan with its bid. - **Yes/No**

00370.5 Schedule Compliance **Bidder Response Column**

Bidder agrees to meet the schedule dates indicated in the RFB documents: - **Yes/No**

If No, Bidder has completed and submitted an attached alternative summary level schedule: - **Yes/No**

00370.6 Compliance with Request for Bid **Bidder Response Column**

NOTE: A bid based on Bidder's standard terms and conditions will not be considered.

Bidder certifies that its bid complies with all RFB commercial and technical requirements. - **Yes/No**

00370.7 Bid Attachments **Bidder Response Column**

In addition to this Commercial Bid Form and Tables indicated herein, the Bidder's Bid contains supplemental information and details attached to this bid consisting of the following:

(Attachment 1)

(Attachment 2)

(Attachment 3)

(Attachment 4)

(Attachment 5) (Add additional lines as needed)

00370.8 Declarations **Bidder Response Column**

The Bidder declares that it has familiarized itself with the conditions affecting the Work. The Bidder also declares that only the persons or firms interested in the bid as principal or principals are named herein; that no other persons or firms have any interest in this bid or in the Subcontract to be entered into; that this bid is made without connection with any person, company, or party likewise submitting a bid; and that it is in all respects for and in good faith, without collusion or fraud. - **Yes/No**

If written notice of acceptance of this bid is delivered to the Bidder within "Bid Validity" days after the date set for receipt of bid, or any time thereafter before the bid validity expires, the Bidder will, within 5 days after receipt of a formal Subcontract for signature, exercise and deliver to Purchaser a signed Subcontract in the form provided by the Purchaser in accordance with the documents provided herein. - **Yes/No**

Bidder Authorized Signature:

***must be signed, not typed**

Table 00370.3.1 - Unit Price Bid Form

Bidder should refer to Section 00270, Instructions to Bidders, when completing this Bid Form. Bidder shall complete this form entirely and return it with Bidder's Bid.

Bid Submitted by: (Company Name)

00370.3 Bid Pricing Information

00370.3.1 Unit Pricing

Bidder proposes to complete the RFB Work based on firm, fixed, unit prices (US dollars), which prices multiplied by the final Work quantities would represent the full consideration to Bidder for its complete and satisfactory performance of the Work in compliance with all the terms and conditions of the RFB Documents. The Unit Prices in this Table include the cost of all the work which is required or implied by the RFB documents or which may be inferred therefrom, and which is customarily provided in furnishing a complete and finished work item of its kind. Further, any and all alterations, modifications, and adjustments to the work item, which is reasonably foreseeable or customarily encountered in providing and installing equipment, material, and services of the work item kind, will be performed without additional compensation.

In the event of a Purchaser-approved change in the scope of Work for which a unit price from this Table is not applicable, as determined by the Purchaser, the Subcontractor shall provide a new unit price for review and acceptance by the Purchaser. Subcontractor shall provide all information requested by the Purchaser to substantiate the value of the new unit price.

00370.3.1.1 Unit Prices Breakdown **Bidder Response Columns**

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extension Price
71.0377 Mainline Sewer Point Repair Group 7					
02540-4.02.A.1.a	Sewer Point Repair, 6" through 10" Pipe (<10' Deep)	Each	200		\$ -
02540-4.02.A.1.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 6" through 10" Pipe (<10' Deep)	Linear Foot	1,000		\$ -
02540-4.02.A.2.a	Sewer Point Repair, 6" through 10" Pipe (10.1'-15' Deep)	Each	40		\$ -
02540-4.02.A.2.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 6" through 10" Pipe (10.1'-15' Deep)	Linear Foot	200		\$ -
02540-4.02.A.3.a	Sewer Point Repair, 6" through 10" Pipe (15.1'-20' Deep)	Each	2		\$ -
02540-4.02.A.3.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 6" through 10" Pipe (15.1'-20' Deep)	Linear Foot	20		\$ -
02540-4.02.A.4.a	Sewer Point Repair, 6" through 10" Pipe (20'-30' Deep)	Each	1		\$ -
02540-4.02.A.4.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 6" through 10" Pipe (20'-30' Deep)	Linear Foot	10		\$ -
02540-4.02.A.5.a	Sewer Point Repair, 12" through 18" Pipe (<10' Deep)	Each	20		\$ -
02540-4.02.A.5.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 12" through 18" Pipe (<10' Deep)	Linear Foot	100		\$ -
02540-4.02.A.6.a	Sewer Point Repair, 12" through 18" Pipe (10.1'-15' Deep)	Each	2		\$ -
02540-4.02.A.6.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 12" through 18" Pipe (10.1'-15' Deep)	Linear Foot	20		\$ -
02540-4.02.A.7.a	Sewer Point Repair, 12" through 18" Pipe (15.1'-20' Deep)	Each	2		\$ -
02540-4.02.A.7.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 12" through 18" Pipe (15.1'-20' Deep)	Linear Foot	20		\$ -
02540-4.02.A.8.a	Sewer Point Repair, 12" through 18" Pipe (20'-30' Deep)	Each	1		\$ -
02540-4.02.A.8.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 12" through 18" Pipe (20.1'-30' Deep)	Linear Foot	10		\$ -
02540-4.02.A.9.a	Sewer Point Repair, 21" through 24" Pipe (<10' Deep)	Each	2		\$ -
02540-4.02.A.9.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 21" through 24" Pipe (<10' Deep)	Linear Foot	20		\$ -
02540-4.02.A.10.a	Sewer Point Repair, 21" through 24" Pipe (10.1'-15' Deep)	Each	2		\$ -
02540-4.02.A.10.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 21" through 24" Pipe (10.1'-15' Deep)	Linear Foot	20		\$ -
02540-4.02.A.11.a	Sewer Point Repair, 21" through 24" Pipe (15.1'-20' Deep)	Each	2		\$ -
02540-4.02.A.11.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 21" through 24" Pipe (15.1'-20' Deep)	Linear Foot	20		\$ -

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extension Price
02540-4.02.A.12.a	Sewer Point Repair, 21" through 24" Pipe (20.1'-30' Deep)	Each	1		\$ -
02540-4.02.A.12.b	Each additional linear foot beyond the 10 feet minimum, for Sewer Point Repair, 21" through 24" Pipe (20.1'-30' Deep)	Linear Foot	10		\$ -
02540-4.02.B	Each service connection and associated lateral pipe included in a Sewer Point Repair, all depths, all diameters	Each	75		\$ -
02540-4.02.D	Pavement Backfill for Point Repair	Cubic Yard	20,000		\$ -
02540-4.02.E	Hydroexcavation/Hand Digging	Each	275		\$ -
02540-4.02.F	Hydroexcavation/Hand Digging, Additional time	Hour	200		\$ -
02540-4.02.G	Bypass Pumping	Allowance	1	\$ 25,000.00	\$ 25,000.00
02541-4.02.A	Light Cleaning & Mainline CCTV Inspection for all Diameters	Linear Foot	40,000		\$ -
02950-4.02.A.1	Asphaltic Concrete Pavement Removal and Replacement	Square Yard	700		\$ -
02950-4.02.A.2	Concrete Pavement Removal and Replacement	Square Yard	50		\$ -
02950-4.02.B	Concrete Sidewalk Removal and Replacement	Square Foot	300		\$ -
02950-4.02.C	Concrete Curb and Gutter Removal and Replacement	Linear Foot	350		\$ -
02950-4.02.D	Gravel Driveway and Area Removal and Replacement with Crushed Stone	Ton	15		\$ -
02742-5.01	Temporary Cold Patch Asphalt Installation and Removal	Ton	10		\$ -
02920-5.01	Seeding (With Mulch)	1000 SF	20		\$ -
02920-5.02	Seedingn (Without Mulch)	1000 SF	20		\$ -
02920-5.03	Biodegradable Fabric	1000 SF	20		\$ -
02921-5.01	Sodding (New)	Square Yard	100		\$ -
71.0377 Mainline Sewer Point Repair Group 7 - Total Estimated Unit Price Value					\$ 25,000.00

00370.7 Schedule Compliance

00370.7.1 Construction Milestone Completion Dates and Applicable Liquidated Damages

Item	Milestone Description	Construction Milestone Completion Date	*LDs Apply?	Bidder Complies? (Yes/No)
1	Work will be released to Subcontractor in groups of five (5) point repairs. The Subcontractor shall complete all of the Work related to each group of five repairs, within thirty (30) days of receiving the list.	30 days after receipt of list from Purchaser	Yes	
2	Once a point repair is started, the Subcontractor shall complete the Work within seven (7) days (including any repaving).	7 days after start of asphalt cutting	Yes	

*LD indicates that completion of the Work after the "Construction Milestone Completion Date" is subject to liquidated damages per applicable Articles of Section 00571.

*Note: Subcontractor performance will directly impact future procurements for the SARP10 Program, schedule is critical and must be maintained.

00370.8 Schedule of Submittals							
Effective Date: TBD							
The following are post-award Subcontract submittals. This list is not all-inclusive. The RFB documents contain submittal requirements that are not included in this list. It will, however, remain the successful Bidder's responsibility to comply with submittal requirements whether or not the submittal is included in the following list:							
Item	Reference Section	Submittal Item	Submittal Dates			Bidder Agrees? Yes/No	
			Calendar Days	Event	Due Date		
00370.8.1 Commercial Submittals							
C01	None	Executed Subcontract in the form provided by the Purchaser	5	After	Receipt of Subcontract for Signature		
C02	00571	Payment Estimate Breakdown	10	After	Effective Date and Prior to First Payment with monthly updates		
C03	00571	Security Instruments	10	After	Effective Date		
C04	00572	Lien Waivers and Report of Disadvantaged Business Enterprise Participation Form		With	Each Invoice		
C05	00572	Final Lien Waivers from Subcontractor, Sub-subcontractors, and Sub-subcontractors' subcontractors and Report of Disadvantaged Business Enterprise Participation Form		With	Final Invoice		
C06	00571	Final Payment Invoice and Report of Disadvantaged Business Enterprise Participation Form	45	After	Issuance of the Notice Of Final Completion and Acceptance		
C07	00572	Contractor Licenses	14	Before	Mobilization Onsite		
C08	00572	Written Notice and Supporting Documentation, of all Claims	5	After	Occurrence of Event Giving Rise to the Claim		
C09	00572	Insurance Certificates for Purchaser Approval		Prior to	Mobilization		
C10	00572	Initial Issue Subcontractor's Work Execution Schedule	30	After	Effective Date		
C11	00571	Subcontractor Actual Man-hours Expended and Quantities Installed	Weekly	After	Mobilization Onsite		
C12	00575	Subcontractor's Daily Report	Daily	After	Mobilization Onsite		
C13	00575	Signed Daily Reports		Daily	After Mobilization Onsite		
C14	00575	Weekly Coordination Meeting Agenda Input	Weekly	Prior to	Weekly Coordination Meeting		
C15	00575	Subcontractor's Safety, Health and Accident Prevention Program		Prior to	Mobilization Onsite		
C16	00575	Subcontractor's Hazardous Waste Project Health and Safety Plan		Prior to	Mobilization Onsite		
C17	00575	Safety and Health Representative Resume		Prior to	Assignment and Mobilization		
C18	00575	Verification of meeting Hazardous Waste Requirements of 29CFR1910.120	5	Prior to	Mobilization Onsite		
C19	00575	Hazardous Materials Documentation		With	Each Hazmat Shipment		
C20	00575	Safety and Health Records	Monthly	After	Mobilization Onsite		
C21	00575	Evidence that Jobsite Personnel have Passed Drug Testing	10	Prior to	Mobilization Onsite		
C22	00575	Fall Protection Plan	5	Prior to	Starting Work Operations		
C23	00575	Chemical Hazard Communication Plan, as applicable	5	Prior to	Mobilization Onsite		
C24	00575	Substance Abuse Program	5	Prior to	Mobilization Onsite		
C25	00672.3	Certificate of Nondiscrimination for Subcontractor and Sub-subcontractors		With	Bid		
C26	00672.4	Equal Business Opportunity Program Compliance Form for Subcontractor and Sub-subcontractors		With	Bid		
C27	00672.7	Bid Bond		With	Bid		
C28	Technical	Technical Data Submittals	Weekly	After	Mobilization Onsite		
Technical Submittals							
Refer to Technical Specifications for Technical Submittal requirements.							

00571 - Supplementary Terms and Conditions

00571.1 Notices and Correspondence

The parties agree to send all notices arising out of or related to this Subcontract by one of the following methods: (a) personal delivery; (b) certified mail with return receipt; (c) nationally recognized overnight mail or courier service, with delivery receipt requested; or (d) email. The parties may send routine correspondence by email or first-class mail, each without confirmation of receipt. The parties agree to address notices and correspondence as indicated in this article. Subcontractor agrees that delivery of a notice or of correspondence by Purchaser to Subcontractor's at the jobsite constitutes personal delivery.

Electronic Technical Correspondence

Addressed to Purchaser:

To: Jerry Caldwell
CaldwellJ@bv.com
Cc: Joe Collins
CollinsJJ@overlandcontracting.com

Addressed to Subcontractor:

To:

Cc:

Non-Electronic Technical Correspondence

Addressed to Purchaser:

Overland Contracting Inc.
845 Crossover Lane, Suite 120
Memphis, TN 38117
Attention: Jerry Caldwell
416938.71.0377

Addressed to Subcontractor:

Attention:
416938.71.0377

Electronic Commercial Correspondence (excluding invoices)

Addressed to Purchaser:

To: Ginny Dorsey
Dorsey@bv.com

Addressed to Subcontractor:

To:

Cc:

Non-Electronic Commercial Correspondence (excluding invoices)

Addressed to Purchaser:

Overland Contracting Inc.
8400 Ward Parkway
Kansas City, MO 64114
Attention: Ginny Dorsey
416938.71.0377

Addressed to Subcontractor:

Attention:
416938.71.0377

Electronic Invoices

Subcontractor will submit invoices via the web-based project management platform, Prolog. Invoices will be reviewed, and either approved or returned to Subcontractor for correction. The OCI Project Manager will forward invoices to Black & Veatch Accounts Payable, once they are approved.

In accordance with section 00572.4 Invoicing and Payment, each invoice must clearly show the invoice number, the complete Subcontract project number, the Purchase Order number, the Work covered by the invoice, taxes, and the billing period (if applicable).



00571.2 Not Used

00571.3 Payment Terms

The following payment terms shall apply in addition to the corresponding provisions contained in Article 00572.4 Invoicing and Payment.

The Parties will meet each month at an agreed time in order to determine the quantity of materials used and man-hours expended during the invoice period. The Parties will use the field progress measurement system to calculate that month's payment total by adding the Subcontract unit price totals based on actual Work completed.

00571.4 Security Instruments

Subcontractor shall give Purchaser separate performance and payment bonds in the format of AIA Document 312 - 2010 Performance Bond and Payment Bond, each in the amount of the Subcontract Price. Subcontractor shall submit the bonds to Purchaser by the due date specified in the Article titled "Schedule of Submittals and Applicable Liquidated Damages". The bonding company must be licensed to bond in the state in which the Project is located and must be rated "A" or better by A.M. Best and included in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

00571.5 Liquidated Damages

00571.5.1 General

Subcontractor's failure to meet the requirements identified in this Article 00571.5 will cause Purchaser to incur harm that will be very difficult to ascertain with certainty. The Parties therefore agree the liquidated damages specified in this Article 00571.5 represent a reasonable estimate of Purchaser's harm and are not intended as a penalty. Subcontractor's obligation to pay liquidated damages for breach of one specified requirement, does not relieve Subcontractor of its obligation to pay liquidated damages for breach of another specified requirement. Subcontractor's payment of liquidated damages for breach of the specified requirement is Purchaser's sole and exclusive remedy with regard to Subcontractor's breach of that requirement, except for any other express remedies stated in the Subcontract. If Purchaser terminates the Subcontract for cause, liquidated damages will cease to accrue after the termination date and Subcontractor's remaining liability will be calculated in accordance with Article 00572.17.

00571.5.2 Not Used

00571.5.3 Construction Milestone Dates

Each construction milestone subject to liquidated damages for late completion is listed in the article titled "Construction Milestone Completion Dates and Applicable Liquidated Damages". If all portions of the Work comprising the construction milestone do not meet the Subcontract requirements on the construction milestone completion date, liquidated damages will accrue for each failure as shown below.

Beginning on the first calendar day after the specified construction milestone completion date for each construction milestone and continuing until the construction milestone is completed, delay liquidated damages will be assessed at the rate of one thousand (\$1,000) dollars per calendar day.

Beginning on the thirty first calendar day after the specified milestone completion date for each milestone and continuing until the milestone is completed, delay liquidated damages will be assessed at the rate of one thousand dollars (\$1,500.00) per calendar day.

00571.6 Taxes

Subcontractor shall pay all payroll and other related employment compensation taxes for Subcontractor's employees, federal, state and other taxes which may be assessed on Subcontractor's income from the Project, engineering and business license costs (collectively, the "Subcontractor Taxes"). Subcontractor shall administer and pay all sales, use, gross receipts and excise taxes (collectively, the "Project Taxes"). Subcontract price includes Subcontractor Taxes and all Project Taxes. Purchaser will not be responsible



for any additional charges related to tax that were not included as part of the Subcontract Price. Where applicable, Purchaser shall furnish to Subcontractor a certificate complying with state and local governmental laws, regulations and ordinances identifying any components of the Work to be considered exempt from the Project Taxes. Subcontractor shall cooperate with Purchaser to establish appropriate procedures and minimize the amount of such taxes to the extent reasonable and practical. Subcontractor is responsible for all property taxes on the construction equipment; Owner is responsible for property taxes on all other items incorporated into the project. Subcontractor shall notify Purchaser, and Purchaser shall have the right to review prior to Subcontractor's response to such document, of any correspondence with a federal or local taxing authority as it relates to sales and use, gross receipts, or excise taxes.

00572 - General Terms and Conditions

00572.1 Definitions

The terms below have the following definitions when used in this Subcontract:

"Applicable Laws" means all laws, statutes, regulations, codes, rules, treaties, ordinances, judgments, permits, decrees, approvals, interpretations, injunctions, writs, orders, or other legal requirements of a governmental body entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing power and having jurisdiction over the jobsite or performance of the Work.

"Claims" means claims, actions, suits, liabilities, demands, damages, losses, costs, expenses (including reasonable attorneys' fees), impacts to price, impacts to schedule, awards, fines and judgments, of every kind and nature.

"Consent Decree" means the negotiated plan between Owner, Department of Justice, Environmental Protection Agency, Tennessee department of Environment and Conservation, and the Tennessee Clean Water Network that requires Owner to develop and implement plans to improve its wastewater systems.

"Final Completion" means: (a) the Work is complete and complies with the requirements of this Subcontract; and (b) Subcontractor has fulfilled all its obligations under this Subcontract except obligations that survive completion of the Work.

"Indemnified Parties" means Owner and its officials, Purchaser, Purchaser's engineer, and the parent companies, related companies, affiliated companies, subsidiaries, successors, and assigns of each, including the shareholders, officers, directors, partners, employees, and agents of each of the above firms. "Indemnified Parties" does not include Subcontractor or any Sub-subcontractor.

"Notice to Proceed" means to written notice provided by Purchaser to Subcontractor releasing Subcontractor to proceed with all or part of the Work.

"Owner" means the City of Memphis, Tennessee.

"Program Manager" means Black & Veatch Corporation or Overland Contracting Inc. (OCI).

"Purchaser" means the party so identified in the Subcontract Agreement.

"Subcontract" means the agreement between Purchaser and Subcontractor consisting of: (a) the Subcontract Agreement; (b) the documents listed in the Subcontract Agreement; (c) written Subcontract revisions; (d) attachments, appendices and exhibits to the Subcontract documents; (e) documents expressly incorporated by reference into the Subcontract; and (e) any requirements that can be reasonably inferred from any of the foregoing.

"Subcontract Agreement" means the Subcontract form executed by Purchaser and Subcontractor.

"Subcontractor" means the party so identified in the Subcontract Agreement.

"Sub-subcontractor" means any party, at any tier, having an agreement with Subcontractor or with a Sub-subcontractor, to perform a portion of the Work.

"Substantial Completion" means the project is sufficiently complete, in accordance with the construction contract documents, so that the owner may use the facilities for the intended purpose.

"Work" means that which Subcontractor is to perform or provide under this Subcontract.

00572.2 Interpretation

00572.2.1 This Subcontract is the complete and final agreement between the parties relating to the Work. All prior or contemporaneous negotiations and agreements relating to the Work are superseded by this Subcontract. Exceptions or terms submitted by Subcontractor in the course of accepting this Subcontract are void.

00572.2.2 Provisions of this Subcontract that contemplate performance or obligations subsequent to completion or termination of the Work or contain waivers or limitations of liability will survive such completion or termination. Termination of the Work will not affect the rights and obligations that arose before termination.

00572.2.3 If any provision of this Subcontract is held to be unenforceable, the remaining provisions of this Subcontract will remain in effect.

00572.3 Subcontractor's Status

Subcontractor is an independent contractor in the performance of the Work. Subcontractor is solely responsible for the means, methods, sequences, procedures, and safety precautions used or adopted by Subcontractor and any Sub-subcontractor in the performance of the Work. Except as provided in Article 00574.2 and 00574.3, Subcontractor has sole authority and responsibility to employ, manage, discharge, and otherwise control its employees.

00572.4 Invoicing and Payment

00572.4.1 Subcontractor shall submit invoices to Purchaser with all documentation required to be submitted with the invoice. Each invoice must be itemized by the Subcontract line number. Each invoice must also clearly show the complete Subcontract project number, the Purchase Order number, the invoice number, the billing period (if applicable), the invoiced amount, retention (if applicable), and the net amount due. The final invoice must contain a copy of Purchaser's notice of Final Completion.

00572.4.2 Subcontractor agrees to provide additional itemization of the Subcontract price as Purchaser reasonably requests. If payment to Subcontractor will be on a time and material basis or a unit price basis, or if Subcontractor files a Claim under Article 00572.13, Subcontractor shall furnish Purchaser complete breakdowns and supporting information in the detail required by Purchaser to verify the accuracy of the invoiced or claimed amounts. Purchaser or Purchaser's designee may audit the aforementioned records at Purchaser's expense.

00572.4.3 Payment by Purchaser does not: (a) constitute approval or acceptance of any portion of the Work; (b) waive any of Purchaser's rights; or (c) relieve Subcontractor from responsibility or liability arising out of or related to this Subcontract. Acceptance by Subcontractor of final payment constitutes a release and waiver of all Claims by Subcontractor against Indemnified Parties.

00572.4.4 Purchaser may withhold or set-off amounts due under this Subcontract on account of Claims arising out of or related to Subcontractor's breach or reasonably anticipated breach of this Subcontract.

00572.4.5 Once Work that has undergone specified QA/QC is submitted, reviewed and approved by the Program Manager, the Subcontractor's invoice will be submitted along with the Program Manager's next invoice to the Owner. The Program Manager's invoice is typically submitted during the second week of each month for work performed during the previous month. Typical payment from the Owner to the Program Manager is anticipated to be forty-five (45) calendar days upon Owner's acceptance of invoice, and the Program Manager will cause the Purchaser to pay the Subcontractor within two weeks of Program Manager's receipt of payment from the Owner.

00572.4.6 Subcontractor agrees that all payments received by Subcontractor under this Subcontract will first be used for, and constitute trust funds for, the payment of all labor and materials used in the Work. Purchaser may, but is not obligated to, issue joint checks to Subcontractor and a Sub-subcontractor or make payment directly to a Sub-subcontractor. Purchaser will deduct amounts paid by joint check to Subcontractor and a Sub-subcontractor or paid directly to a Sub-subcontractor from payment due Subcontractor under this Subcontract. Purchaser may also deduct a reasonable fee to cover administrative costs for such payments. Subcontractor agrees to accept the issuance of joint checks and agrees with Purchaser that neither the right to issue nor the issuance of any joint check is intended to create any contractual relationship with a third party, or any third-party beneficiary rights to payment by Purchaser.

00572.5 Schedule

Performance of the Work as scheduled under this Subcontract is of the essence. Subcontractor shall give Purchaser written notice of any delay or anticipated delay within three calendar days after the occurrence of the event giving rise to the delay. Subcontractor's notice must identify the cause of the delay or the anticipated delay and the actions Subcontractor is undertaking to recover from or avoid the delay.

00572.6 Waivers of Lien

As a condition precedent to payment, Subcontractor shall furnish a lien waiver in the form of Article 00672.1 with each invoice except the final invoice. As a condition precedent to payment of the final invoice, Subcontractor shall furnish a lien waiver in the form of Article 00672.2 with the final invoice. If a lien is filed and Subcontractor does not remove or bond around the lien within seven calendar days after receipt of written notice from Purchaser or Owner, Purchaser or Owner may remove the lien. Subcontractor shall reimburse Purchaser or Owner, as applicable, for all costs and expenses incurred by Purchaser or Owner in removing the lien, including reasonable attorneys' fees and court costs.

00572.7 Assignment and Subcontracting

00572.7.1 Subcontractor may not assign all or part of this Subcontract voluntarily, by operation of law, or otherwise, nor may Subcontractor assign any of the money payable under this Subcontract, without obtaining Purchaser's prior written consent.

00572.7.2 Except for the supply of expendable materials and minor components or the supply of a portion of the Work for which a Sub-subcontractor is named in this Subcontract, Subcontractor may not subcontract the Work without first obtaining Purchaser's written consent. In addition, Subcontractor must obtain a safety prequalification for any Sub-subcontractor that will be performing any portion of the Work at the Jobsite, as outlined in Article 00575.9. If Subcontractor subcontracts any portion of the Work, Subcontractor remains responsible for complying with the Subcontract requirements and is liable to Purchaser for the acts and omissions of Sub-subcontractors, including their failure to comply with the requirements of this Subcontract or fulfill the obligations imposed on Subcontractor by this Subcontract, as if the acts and omissions were those of Subcontractor. Purchaser has the right to contact Sub-subcontractors to discuss their progress of the Work.

00572.8 Passage of Title, Risk of Loss, and Delivery

Subcontractor warrants that the Work (excluding Subcontractor-furnished items that are not intended to become a permanent part of the project) will be free of all liens, claims, charges, security interests, encumbrances or defects in title. Title to the Work (excluding Subcontractor-furnished items that are not intended to become a permanent part of the project) will pass to Purchaser upon the earlier of Subcontractor's receipt of payment or delivery of the Work to the jobsite. Subcontractor retains the risk of loss of the Work until Purchaser issues the notice of Final Completion. The terms of delivery have the meanings assigned them in the 2020 edition of the Incoterms published by the International Chamber of Commerce, except as modified in this Subcontract.

00572.9 Final Completion

Subcontractor shall notify Purchaser in writing when Subcontractor believes the Work meets the requirements for Final Completion. Purchaser will inspect the Work within ten calendar days after Purchaser's receipt of Subcontractor's notice. If Purchaser identifies any defective or non-conforming Work, Subcontractor shall correct that Work in accordance with Article 00572.10. Purchaser will issue a notice that Final Completion has been achieved when the Work meets the requirements for Final Completion. Purchaser's issuance of the notice of Final Completion does not relieve Subcontractor of its obligations under this Subcontract.

00572.10 Warranty

00572.10.1 Subcontractor warrants to Purchaser and Owner that the Work: (a) will be new when delivered to the jobsite; (b) will be free from defects in design, material, and workmanship; (c) will comply with Applicable Laws; (d) will comply with the requirements of this Subcontract; and (e) will be fit for the purposes specified. Subcontractor also warrants to Purchaser and Owner that elements of the Work for which this Subcontract does not establish express standards of quality and fitness will comply with good industry practices for the specific application. Subcontractor agrees that Owner may directly enforce the warranties of this Article 00572.10.1.

00572.10.2 Subcontractor shall correct any breach of this warranty within five calendar days after Purchaser gives Subcontractor written notice of the breach. The cost of warranty work and removal or replacement of other work will be at Subcontractor's expense. Subcontractor shall work diligently and without interruption to correct the breach. In the case of emergency where, in the reasonable judgment of Purchaser, delay could result in serious loss or damage to persons or property, Purchaser may correct the defect or nonconformity at Subcontractor's expense.

00572.10.3 The warranty for the Work extends until one year after Final Completion. The warranty applies to all repairs and replacements to the same extent the warranty applies to the original Work. The warranty period for repaired Work or replacements will be extended for a period of one year after the repair or replacement is complete or until the original warranty period expires, whichever occurs later.

00572.10.4 This project is being implemented to provide services to the City of Memphis, through the City's Program Manager, for implementation of the Consent Decree executed on September 20, 2012, civil action number 2:10-cv-02083-SHM-dkv (CD). The City negotiated the Consent Decree with the United States Environmental Protection Agency and the Tennessee Department of Environment and Conservation to implement an assessment and rehabilitation program of the City's wastewater collection and transmission system. Per section II, paragraph 5 of the Consent Decree all contractors performing work required by the Consent Decree must be notified by the City that a copy of the Consent Decree is posted on the City's webpage. This article provides the required notification. The Consent Decree may be reviewed by accessing the City's webpage at:

<http://www.memphistn.gov/Government/PublicWorks/ConsentDecree.aspx>

This page provides a link to the Consent Decree and associated documents. An explanation of each document is also provided. Click on any link to access. Alternatively, the Consent Decree is available at:

<http://www.sarp10.com/consent-decree/>

00572.10.5 Subcontractor acknowledges that Owner's failure to achieve 100 percent compliance with the Consent Decree requirements may result in the imposition of penalties, costs, and other damages imposed against the Owner and Purchaser. To the extent caused by Subcontractor's failure to perform the Work in accordance with this Subcontract or to the extent caused by the negligence of Subcontractor or any Sub-subcontractor, Subcontractor agrees to pay penalties and costs incurred by Owner and Purchaser under the Consent Decree.

00572.11 Compliance with Laws

00572.11.1 Subcontractor shall comply with all Applicable Laws in effect during its performance of Work, including but not limited to the City of Memphis Prevailing Wage Ordinance, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Subcontractor shall obtain all licenses, permits, and inspections applicable to the Work except for licenses, permits, and inspections identified in this Subcontract as Purchaser's or Owner's responsibility. Subcontractor shall also comply with the USA's Foreign Corrupt Practices Act.

00572.11.2 Purchaser and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-4.3(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

00572.11.3 Neither party shall engage in any conduct or activity in the performance of this Subcontract that constitutes a conflict of interest under Applicable Laws.

00572.12 Business Practices

00572.12.1 Subcontractor shall uphold the good name and reputation of Purchaser and shall not take any action which is intended to, or which causes damage to or discredits Purchaser. Subcontractor shall not:

- (a) Offer to give or agree to give any director, officer, employee or agent of any potential client a gift or consideration of any kind as an inducement or reward for: (i) doing or declining to do, or for having done or declined to do, any action in relation to obtaining or executing any contract or (ii) for showing or declining to show any favor or disfavor to any person in relation to any possible project; or
- (b) Induce or attempt to induce any officer, servant, or agent of any private or public body to depart from his or her duties to his or her client or, in the case of any officer, servant or agent of a public body, his or her duties to the applicable public body, the applicable body politic, or both.

00572.12.2 Subcontractor shall not engage or employ, on a full, part-time or any other basis during the term of the Prime Agreement and for a period of one year after the termination or expiration, any professional or technical personnel who are or have been at any time during the term of the Prime Agreement in the employ of Owner without the explicit written consent of Owner.

00572.12.3 Nondiscrimination:

(a) Subcontractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, creed, color, religion, ancestry, national origin, sexual orientation, sex, age, condition of physical or mental handicap, marital status, or political affiliation, in compliance with all Applicable Laws. Subcontractor shall certify, at Purchaser's request that it is in full compliance with all applicable EEO rules and laws.

(b) Purchaser and Owner reserve the right to investigate any claims of illegal discrimination by Subcontractor and in the event a finding of discrimination is made and upon written notification thereof, Subcontractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of Purchaser and Owner. Subcontractor's failure or refusal to do so shall be cause for termination of this Subcontract in accordance with the terms of this Subcontract.

00572.12.4 Purchaser is an affirmative action employer. Accordingly, the parties hereby incorporate by reference the requirements of Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 C.F.R. Part 471, Appendix A to Subpart A.

00572.12.5 Subcontractor represents and warrants that it has a code of conduct or other set of compliance requirements that is at least as broad as Purchaser's Code of Conduct for Global Business Relationships (hereinafter "Code of Conduct"), or that it will comply with Purchaser's Code of Conduct in all dealings that affect Purchaser. The Code of Conduct and its amendments are expressly incorporated herein by reference and full text of the same can be found at:

<https://www.bv.com/sites/default/files/reports-studies/Code-of-Conduct-for-Global-Business-Relationships>

00572.13 Claims

Subcontractor must give written notice, with appropriate supporting documentation, of all Claims for extra compensation or additional time for performance of the Work within three calendar days after occurrence of the event giving rise to the Claim. Subcontractor acknowledges that failure of Subcontractor to give Purchaser notice and appropriate supporting documentation within the required time frame constitutes a waiver of all Claims arising out of or related to the event.

00572.14 Subcontract Revisions and Work Authorizations

00572.14.1 Purchaser may make additions, deletions, reductions in scope, or other changes to the Work. If a proposed change will cause a material increase or decrease in Subcontractor's cost or time for performance, Subcontractor shall so notify Purchaser in writing, accompanied by supporting documentation, within three calendar days after Subcontractor's receipt of Purchaser's notice of change. If Purchaser agrees with Subcontractor's notice, the parties will negotiate an equitable adjustment to the Subcontract price, to the schedule, or both, in accordance with the Subcontractor's fee for overhead and profit as listed in Article 00572.14.2 below. These adjustments will be reflected in a written Subcontract revision.

00572.14.2 The Subcontractor's fee for overhead and profit shall be determined as follows:

For costs incurred for labor the maximum fee shall be fifteen percent to the Subcontractor or the Sub-subcontractor performing the Work.

For costs incurred for materials and equipment the maximum fee shall be five percent to the Subcontractor or the Sub-subcontractor providing the materials and equipment.

If applicable, the Subcontractor may receive an additional fee of five percent on labor or materials and equipment performed or provided by a Sub-subcontractor, as long as the total combined fee does not exceed fifteen percent.

00572.14.3 A written Subcontract revision is required before Subcontractor is entitled to payment for the Work performed under the Work authorization. Subcontractor will bear the expense of performing any change not supported by a written Work authorization or written Subcontract revision. Purchaser will not be liable to Subcontractor for Claims arising from a decrease in the Work. No change is effective without a written Work authorization or a written Subcontract revision issued by Purchaser.

00572.15 Non-Disclosure

Subcontractor shall not make any news releases, authorize or participate in any interview concerning this Subcontract, or issue other advertising pertaining to the project or this Subcontract without the prior written approval of Purchaser. Subcontractor shall treat all information provided by Purchaser as confidential and only disclose such information as necessary to perform the Work, and will require the employees, agents, and Subcontractors who need to know to adhere to the terms of this provision.

00572.16 Suspension of Work

Purchaser may, at any time and in its sole discretion, suspend performance of all or part of the Work by written notice to Subcontractor. If the suspension is unrelated to Subcontractor's failure to comply with this Subcontract, Purchaser will adjust the schedule to reflect the reasonable delay due to the suspension and will reimburse Subcontractor for the reasonable and direct additional costs incurred by Subcontractor due solely to the suspension. Subcontractor shall promptly resume performance of all or part of the suspended Work in accordance with Purchaser's written authorization to resume the Work.

00572.17 Termination for Cause

If Subcontractor defaults in any obligation under this Subcontract and does not cure the default within ten calendar days after receipt of Purchaser's written notice identifying the default, Purchaser may terminate all or part of the Work.

00572.18 Termination Without Cause

Purchaser may, at any time and in its sole discretion, terminate all or part of the Work. Subject to Subcontractor's compliance with this Subcontract, Subcontractor will recover from Purchaser, as the complete and final settlement for the terminated Work and all related Claims, a sum equal to Subcontractor's direct cost for the terminated Work satisfactorily performed as of the effective date of termination, plus an allowance for reasonable overhead and profit on such direct cost.

00572.19 Purchaser's Remedies

00572.19.1 Purchaser may reject defective or nonconforming Work and return the rejected Work to Subcontractor, at Subcontractor's risk and expense, for repair, replacement, or credit, at Purchaser's option. If Purchaser chooses to accept defective or nonconforming Work, Subcontractor shall correct the defect or nonconformity in accordance with Article 00572.19.2. However, if Purchaser chooses to accept defective or nonconforming Work without correcting it, Subcontractor and Purchaser will negotiate an equitable reduction in the Subcontract Price to account for the defect or nonconformity.

00572.19.2 If Purchaser discovers a defect or nonconformity in the Work before the Warranty Period begins, Subcontractor shall correct the defect or nonconformity within ten calendar days after Purchaser gives Subcontractor notice of the defect or nonconformity. In the case of emergency, where in the reasonable judgment of Purchaser, delay could result in serious loss or damage to persons or property or if Purchaser at its sole discretion determines that the Project schedule would be adversely affected if the correction of such defect or nonconformity is not performed before the ten day period expires, Purchaser may correct the defect or nonconformity at Subcontractor's expense.

00572.19.3 If Subcontractor by its action or inaction indicates that it is unable or unwilling to proceed with the Work in a reasonable time or if Purchaser intends to perform any corrective work under Article 00572.10 or 00572.19.3, Purchaser may, upon written notice to Subcontractor, accomplish the Work in question by the most expeditious means available and backcharge Subcontractor for the costs incurred. Subcontractor shall sign and return the notice of backcharge within one calendar day after receipt.

00572.19.4 Subcontractor shall pay all direct costs incurred by Purchaser under Articles 00572.19.2 and 00572.19.3, including engineering, labor, material, transportation, insurance, subcontracts, tools, and equipment. Subcontractor shall also pay twenty-five percent of the direct costs incurred by Purchaser under Articles 00572.19.2 and 00572.19.3 for Purchaser's overhead and general and administrative costs. The performance of Work under this Article 00572.19 does not relieve Subcontractor of its obligations under this Subcontract including, but not limited to, warranty, liquidated damages, and indemnity.

00572.19.5 Purchaser's remedies under this Subcontract and existing at law or in equity are cumulative and may be exercised concurrently.

00572.20 Indemnity

00572.20.1 SUBCONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY CLAIM, LOSS, DAMAGE, EXPENSE, OR LIABILITY (INCLUDING ATTORNEYS' FEES AND COSTS OF ANY SUCCESSFUL ENFORCEMENT OF THIS INDEMNITY ARTICLE) ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE BY SUBCONTRACTOR OR ITS SUB-SUBCONTRACTORS, OR THEIR OFFICERS, EMPLOYEES, OR AGENTS.

00572.20.2 Providing that Purchaser is not in breach of its obligation to make payments to Subcontractor for the Work, Subcontractor shall indemnify, defend and hold harmless the Indemnified Parties from any claims or mechanic's liens brought against the Indemnified Parties or against the Project as a result of the failure of Subcontractor, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Purchaser that such a claim or mechanic's lien has been filed, Subcontractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Subcontractor fails to do so, Purchaser will have the right to discharge the claim or lien and hold Subcontractor liable for costs and expenses incurred, including attorneys' fees.

00572.20.3 Subcontractor will immediately notify Purchaser of any claim or suit made or filed against Subcontractor or its Sub-subcontractors in which Purchaser or Owner is named as a co-defendant.

00572.20.4 Subcontractor expressly understands and agree that any insurance coverage required by this Purchase Order or otherwise provided by Subcontractor shall in no way limit Subcontractors responsibility to indemnify, defend, save and hold harmless the Indemnified Parties.

00572.21 Insurance Requirements

00572.21.1 Subcontractor shall, at its sole cost, maintain insurance as required by this Subcontract and shall impose the obligations of this Article 00572.21.1 on all Sub-subcontractors. Subcontractor shall give Purchaser ACORD insurance certificates evidencing the required coverage by the due date identified in article titled "Schedule of Submittals" and as Purchaser may request from time to time. Insurance certificates shall specifically note "City of Memphis SARP10 Program" in the notes or description area. Subcontractor shall ensure the policies:

- (a) Contain a provision or endorsement that the coverage will not be cancelled, materially changed, or renewal refused unless the insurer gives at least thirty calendar days prior written notice to Purchaser.
- (b) Remain in effect through the warranty period if coverage is occurrence-based and remain in effect at least one year after expiration of the warranty period if coverage is claims-based.
- (c) Are primary with respect to insurance covering Indemnified Parties as additional insureds. All insurance carried by Indemnified Parties will be excess insurance.
- (d) Contain a waiver of all rights of subrogation by the insurance carriers in favor of Indemnified Parties.
- (e) Comply with all Applicable Laws of the jurisdiction in which any part of the Work is to be performed including, but not limited to, admitted and compulsory coverage.
- (f) Are rated "A-" or better by A.M. Best's "Insurance Guide and Ratings."

00572.21.2 Subcontractor shall maintain broad form commercial general liability insurance protecting Subcontractor, and Indemnified Parties as additional insureds (using endorsements CG 20 10 and CG 20 37 or their equivalent), against claims arising out of bodily injury or property damage arising from the Work. The policy must include a cross-liability or severability of interest clause, a per project aggregate



endorsement, and coverage for personal injury liability, contractual liability, products and completed operations (covering lawsuits brought in the USA and the country of the jobsite), explosion, building collapse, and damage to underground property. The policy must include coverage for riggers liability if applicable to the Work. Subcontractor shall maintain policy limits of at least one million dollars for each occurrence.

00572.21.3 Subcontractor shall maintain worker's compensation insurance protecting Subcontractor against all claims under applicable worker's compensation laws, including, but not limited to, the United States Longshoremen's and Harbor Worker's Act and the Jones Act. If Subcontractor is required to maintain worker's compensation insurance in the USA, the worker's compensation insurance must contain an "all states" or "other states" endorsement. For Work performed in the USA, Subcontractor shall also maintain employer's liability insurance protecting Subcontractor against claims for injury, disease or death of employees which are not covered by the worker's compensation insurance. Subcontractor shall maintain worker's compensation policy limits as required by statute and, if applicable to this Subcontract, employer's liability policy limits of at least one million dollars for each occurrence.

00572.21.4 Subcontractor shall maintain comprehensive automobile liability insurance protecting Subcontractor, and Indemnified Parties as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, whether owned, non-owned, or hired. Subcontractor shall maintain policy limits of at least one million dollars for each occurrence.

00572.21.5 Subcontractor shall maintain umbrella liability insurance that follows the form of the commercial general liability insurance, the employer's liability insurance and the automobile liability insurance. The umbrella liability insurance must protect Subcontractor, and Indemnified Parties as additional insureds, against claims in excess of the limits of the commercial general liability insurance, the employer's liability insurance, and the automobile liability insurance. Subcontractor shall maintain policy limits of at least four million dollars for each occurrence.

00572.21.6 Subcontractor is responsible for maintaining any and all property insurance on their own equipment and shall require all Sub-subcontractors to do likewise.

00572.22 Audit

Purchaser reserves the right to audit the records of Subcontractor. Accordingly, Subcontractor shall make and keep as the same accrue, full and complete records and books of accounts of revenue and income, and costs and expenses that specifically relate to performance under this Subcontract. Records and books of account, together with any or all memoranda pertaining thereto that may be kept, maintained, or possessed by Subcontractor, shall be opened to examination during regular business hours by Purchaser or its representatives for the purposes of inspecting, auditing, verifying, or copying the same or making extracts therefrom. Subcontractor shall make and keep said records and books of account for a period of seven (7) years after the completion of the contract obligations of the final payment under the Subcontract, whichever is later.

00572.23 Governing Law and Disputes

00572.23.1 Except as detailed in Article 00562.27.2, claims and disputes arising out of or related to this Subcontract will be governed by the law of the State of Tennessee, USA, excluding provisions that would apply the law of another jurisdiction. The Parties hereby elect to exclude application of the United Nations Convention on Contracts for the International Sale of Goods pursuant to Article 6 of the Convention.

00572.23.2 Subcontractor agrees to be bound by all decisions arising out of the claims and dispute resolution process set forth in the Prime Agreement to the extent: (a) the decisions relate to the Work; (b) a claim by Owner against Purchaser involves the performance of Subcontractor or the Work; or (c) a Claim of Subcontractor gives rise to a claim by Purchaser against Owner. The initiation of claim and dispute

resolution under the Prime Agreement will stay claim and dispute resolution under this Subcontract on any claim related to the claim under the Prime Agreement. The Parties shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves and their representatives.

00572.23.3 To the extent Subcontractor will be bound as set forth in Article 00562.27.2, Purchaser consents to Subcontractor's participation in such claim and dispute resolution process. Subcontractor and Purchaser will each bear their own costs associated with their participation in the claim and dispute resolution process. A Party will follow the other Party's directions regarding that other Party's Claims, unless such directions adversely affect the Party's own Claims. In that event, the Parties will agree on how to proceed. Each Party will give the other Party reasonable assistance.

00572.23.4 Disputes between Subcontractor and Purchaser not addressed in Articles 00572.23.2 and 00572.23.3, will be resolved exclusively by the courts of the State of Tennessee located in Shelby County as their jurisdiction permits. To the extent Purchaser or Subcontractor prevails against the other Party on such dispute, reasonable dispute resolution costs including attorney fees are recoverable from the losing Party.

00572.23.5 Pending resolution of any claim or dispute, and without prejudice to Subcontractor's rights, Subcontractor shall continue to perform as directed by Purchaser.

00572.24 Hazardous Conditions

00572.24.1 Subcontractor is not responsible for any Hazardous Conditions encountered in the performance of the Work at the Jobsite. Upon encountering any Hazardous Conditions, Subcontractor will stop services immediately in the affected area and duly notify Purchaser. For purposes of this Subcontract, Hazardous Conditions is defined as any materials, wastes, substances and chemicals deemed to be hazardous under any Applicable Law or the handling, storage, remediation, or disposal of which are regulated by Applicable Laws and applies to any hazardous or toxic substance, material, or condition present at the locations in which the Work is performed which was not brought onto such site or sites by Subcontractor for the exclusive benefit of Subcontractor.

00572.24.2 Subcontractor shall be obligated to resume the Work at the affected areas only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all Governmental Authority having jurisdiction over the location.

00572.24.3 Subcontractor will be entitled, to an adjustment in its compensation and all times for performance of the Work to the extent Subcontractor cost or time of performance have been adversely impacted by the presence of Hazardous Conditions, subject to submission of appropriate documentation by Subcontractor and Subcontractor's duty to mitigate.

00572.25 Force Majeure

00572.25.1 If Subcontractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control, the times for performance shall be reasonably extended by on a not less than day for day basis. By way of example and not of limitation, events that will entitle Subcontractor to an extension of the times for performance include without limitation acts or omissions of Owner or Purchaser, or anyone under Owner's control (including separate contractors), Hazardous Conditions, wars, terrorism, civil unrest, actions and inactions of delay of Governmental Authorities, floods, labor disputes and unrest, unusual delay in transportation, epidemics, earthquakes, tsunami, adverse weather conditions, and acts of God.

00572.25.2 In addition to Subcontractor's right to a time extension for those events set forth above, Subcontractor shall also be entitled to an appropriate increase in the compensation due to the impacts or delays arising from such events. Subcontractor will file all claims in accordance with Article 00572.13.

00574 – Jobsite Operations Terms and Conditions

00574.1 Subcontractor Scope of Work

Except as expressly provided in this Subcontract, Subcontractor shall furnish all materials, tools, equipment, vehicles, supplies, services, labor and supervision required to perform the Work. Unless otherwise stated in this Subcontract, the Work includes unloading, off transport, hauling, receiving, storing, maintaining, protecting, erecting, installing, cleaning, adjusting, and all other work required to make the Work ready for use.

00574.2 Safety Requirements

00574.2.1 Subcontractor shall conduct all operations under this Subcontract in a manner that avoids the risk of bodily harm and damage to property. At a minimum, Subcontractor shall comply with the requirements of this Article 00574.2, Section 00575, the Loss Control Manual, and Owner's safety requirements. Subcontractor's failure to comply with the requirements of this Article 00574.2, Section 00575, the Loss Control Manual, or Owner's safety requirements constitutes a material breach of this Subcontract.

00574.2.2 When at the jobsite, Subcontractor shall continuously inspect all Work and conduct surveys of all Work areas to identify any unsafe condition and shall immediately take adequate precautions against any unsafe condition identified. Subcontractor is solely and exclusively responsible for the discovery and correction of such conditions. Subcontractor agrees that nothing contained in this Article 00574.2, Section 00575, the Loss Control Manual, or Owner's safety requirements shifts responsibility for bodily harm or damage to property sustained resulting from violation of those provisions from Subcontractor to Owner or Purchaser. Subcontractor remains solely and exclusively responsible for compliance with all safety requirements.

00574.2.3 Subcontractor shall immediately correct any unsafe condition identified by Purchaser. If, in Purchaser's sole discretion, Subcontractor has not taken sufficient precautions for the avoidance of bodily harm and damage to property, or in response to Purchaser's identification of an unsafe condition, Purchaser may stop the Work at Subcontractor's expense or implement suitable precautions at Subcontractor's expense, or both. Purchaser's right to stop the Work and to implement suitable precautions does not impose on Purchaser a duty to exercise those rights and does not relieve Subcontractor of responsibility for damage resulting from violation of this Article 00574.2, Section 00575, the Loss Control Manual, or Owner's safety requirements.

00574.2.4 Compliance with this Article 00574.2, Section 00575, the Loss Control Manual, and Owner's safety requirements is the minimum standard required of Subcontractor. Subcontractor is responsible for examining all Work-related requirements and determining whether additional or more stringent health and safety provisions are required or appropriate for the Work. Subcontractor shall notify Purchaser promptly in writing if a charge of noncompliance with this Article 00574.2, Section 00575, the Loss Control Manual or Owner's safety requirements has been filed against Subcontractor or a Sub-subcontractor in connection with the performance of the Work.

00574.3 Labor

Subcontractor shall designate a supervisor at the jobsite who has the authority to act on behalf of and to bind Subcontractor in all matters relating to or arising out of this Subcontract. The supervisor must be fluent in English. Subcontractor agrees to replace, at no cost to Purchaser, any Sub-subcontractor or any personnel of Subcontractor or Sub-subcontractor who Purchaser reasonably requests be replaced.

00574.4 Work Hours

Typical Work days consist of a Monday through Friday schedule with a 7am start at the earliest, and a 6pm finish at the latest. Saturday Work may be permitted as necessary. Sunday Work will not be permitted, unless deemed by the Program Manager to be of a critical or emergency nature. No Work is



permitted on Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, Christmas Eve, Christmas and New Year's Day, during the Subcontract duration.

For weekend operations, requests must be submitted in writing by Thursdays at NOON.

In cases where the Program Manager does not have the resources available to observe Saturday, Sunday, and/or night work, the request will be denied, and no time extension or impact will be considered.

Night Work, when deemed necessary by the Program Manager; will be permitted as requested (48-hour advanced notice required). Noise attenuated equipment for night work is required when working in residential neighborhoods.

00574.5 Protection and Restoration of Property

00574.5.1 Subcontractor shall, at its expense, protect the Work, the environment, and all other property from hazards arising out of or relating to the Work and from natural elements. Subcontractor shall, at its expense, promptly repair or remove and replace any damage or loss and, to the extent practicable, restore property affected by the Work to its original condition, as determined by Purchaser. Subcontractor is solely responsible for protection of the Work until Final Completion.

00574.5.2 At the completion of the Work, Subcontractor shall remove all Subcontractor-furnished items that are not intended to become a permanent part of the project from the jobsite and shall remove and deposit in Subcontractor-furnished waste facilities all scrap, trash, waste materials, and debris resulting from the Work. Subcontractor shall thoroughly remove all accumulations of dust, scraps, waste, oil, grease, weld spatter, insulation, paint, and other foreign substances resulting from performance of the Work and shall restore all surfaces affected by those substances.

00575 - Safety, Health and Accident Prevention

00575.1 Project Safety and Health Program

Purchaser will implement and coordinate the overall Project Safety and Health Program as defined in the Loss Control Manual which is available for inspection at <http://www.sarp10.com/safety/>.

00575.2 Safety, Health, and Accident Prevention Program

00575.2.1 Subcontractor shall implement and maintain a written Safety, Health and Accident Prevention Program specifically applicable to the Work. Subcontractor's Safety, Health and Accident Prevention Program must meet the requirements of Applicable Laws and adhere to the Project Safety and Health Program, if implemented by Purchaser. Subcontractor shall submit Subcontractor's Safety, Health and Accident Prevention Program for Purchaser's review at least thirty calendar days before starting Work at the jobsite. Purchaser's review does not relieve Subcontractor of Subcontractor's sole responsibility for safety and health in relation to the Work, nor does Purchaser's review limit Subcontractor's obligation to undertake any action necessary to establish and maintain safe working conditions relating to the Work at the jobsite.

00575.2.2 Purchaser may monitor Subcontractor's safety and health performance and may require changes to Subcontractor's Safety, Health and Accident Prevention Program during the performance of the Work. Purchaser's monitoring and requirement of changes does not relieve Subcontractor of Subcontractor's sole responsibility for safety and health in relation to the Work, nor does Purchaser's monitoring and requirement of changes limit Subcontractor's obligation to undertake any action necessary to establish and maintain safe working conditions relating to the Work at the jobsite.

00575.3 Hazardous Waste Project Health and Safety Plan

00575.3.1 Subcontractor understands that the Work involves hazardous substances or hazardous wastes. Subcontractor shall comply with all Applicable Laws, Owner's facility rules and regulations, and applicable guidance documents. Subcontractor shall prepare and implement a jobsite-specific Hazardous Waste Project Health and Safety Plan, based on Subcontractor's Safety, Health and Accident Prevention Program and all written programs required by Applicable Laws. Subcontractor is responsible for the completeness and accuracy of Subcontractor's Hazardous Waste Project Health and Safety Plan. Subcontractor shall submit Subcontractor's Hazardous Waste Project Health and Safety Plan to Purchaser at least thirty calendar days before starting Work at the jobsite and shall maintain a copy at the jobsite for review by Purchaser, Owner, and regulatory personnel.

00575.3.2 Before starting Work at the jobsite, Subcontractor shall submit written verification that:

- (a) personnel assigned to the Work have received forty-hour health and safety training that meets the requirements of 29 CFR 1910.120(e) or 1926.65(e);
- (b) the assigned field supervisor has completed eight hours of supervisor training that meets the requirements of 29 CFR 1910.120(e)(4) or 1926.65(e)(4); and
- (c) personnel assigned to the Work are participating in a medical surveillance program that meets the requirements of 29 CFR 1910.120(f) or 1926.65(f).

00575.4 Protective Clothing, Equipment and Instrumentation

Subcontractor agrees to furnish special protective clothing, respiratory protective equipment, and monitoring instrumentation as required by Applicable Laws, the project's safety-related plans and programs, and Purchaser's and Owner's rules and regulations. Subcontractor shall ensure that personnel performing Work at the jobsite properly use the clothing, equipment, and instrumentation. Subcontractor shall furnish and maintain all safety equipment, including but not limited to, barriers, signs, warning lights, and guards necessary for adequate protection of persons and property.

00575.5 Safety and Health Representative

The Subcontractor shall identify a qualified person to be its representative for Environmental, Safety, Health & Security matter and make this person available as needed and requested by the Purchaser. The representative must have authority to correct unsafe conditions and to stop Work in the area of an unsafe condition. In addition, the representative shall routinely visit the jobsite.

00575.6 Safety and Health Goal

Subcontractor shall endeavor to attain the project's safety goal of zero injuries. Subcontractor shall maintain accurate accident and injury reports and shall furnish Purchaser a monthly summary of injuries and man-hours lost due to injuries by the third of each month. Subcontractor accident rates must be calculated monthly in accordance with the Bureau of Labor Statistics incident rate, frequency rate, and days away from work rate methods. If Subcontractor or Sub-subcontractor accident rates exceed the project's safety goal, Subcontractor shall take immediate corrective action, which may include, but is not limited to:

- (a) Submittal of a written corrective action plan to Purchaser by Subcontractor;
- (b) Additions or modifications to Subcontractor's Safety, Health and Accident Prevention Program;
- (c) Removal from the jobsite of any Subcontractor or Subcontractor personnel not implementing or following the necessary safety and health measures; and
- (d) Increasing the amount of Subcontractor safety and health training.

00575.7 Drug Prevention Program

As part of the Work, Subcontractor shall assist Purchaser in administering the project requirements for a drug detection and prevention program. Subcontractor agrees that all costs for drug testing and alcohol testing are included in the Subcontract price. Subcontractor must provide evidence to Purchaser that all personnel assigned to the Work at the jobsite have passed the drug test within three calendar days of completion of the test. The drug detection and prevention program will include, but will not be limited to, the following: (a) a pre-jobsite assignment test; and (b) post-jobsite assignment tests, such as reasonable suspicion tests, post-accident tests, and unannounced random drug tests of ten percent of the workforce on a monthly basis.

00575.8 Fall Protection

The OSHA Fall Protection Standard 29 CFR 1926 Subpart M shall be strictly adhered to by the Subcontractor. Fall protection is required for all of Subcontractor's Work operations one hundred percent of the time, whether climbing, traveling, or working. NO WORK OPERATION is exempt from the six (6) foot fall protection requirement.

Prior to starting work operations requiring fall protection, Subcontractor shall submit to Purchaser a fall protection plan. The fall protection plan shall include, but not be limited to, the following:

- Name of qualified person in charge of operation.
- Description of work operation.
- List of fall exposures.
- Description of fall protection methods used to eliminate fall exposures.
- Training and enforcement methods used to ensure employee compliance with the plan.

Fall protection body harnesses, lanyards, and lifelines shall be used in accordance with OSHA Standard 1926 Subpart 502D, with the following exceptions:

- Full body harnesses shall be used in lieu of safety belts.
- Only lanyards with shock absorbers and locking type snap hooks shall be used.
- At least two lanyards shall be used to provide one hundred percent fall protection when moving around obstructions, connection points, or other similar items.

Fall protection guardrail systems shall comply with OSHA Standard 1926 Subpart 502(b) except manila, plastic, or synthetic rope shall not be used as guardrails.

00575.9 Sub-subcontractor Safety Prequalification

Prior to any Sub-subcontractor performing Work on the Jobsite the Sub-subcontractor must obtain a Sub-subcontractor safety prequalification from Purchaser. In order to obtain the safety prequalification, Subcontractor or its Sub-subcontractor shall submit to Purchaser evidence that the Sub-subcontract has an Experience Modification Rating or equivalent rating of 1.0 or less and that incident rates (Recordable Incident Rate, Loss Time Incident Rate, and Days Away/Restricted or Job Transfer rate) are below the national average during the last three years. In addition, Subcontractor or Sub-subcontractor must submit sufficient information to allow Purchaser to evaluate any Occupational Safety and Health Administration (OSHA) violations received by Sub-subcontractor within the last three years and any other documentation Purchaser may reasonably require. Purchaser's safety manager will review the submission and provide a safety prequalification if Purchaser, in its sole discretion, determines the Sub-subcontractor meets Purchaser's safety requirements. Subcontractor or its Sub-subcontractor must submit the requirements prior to Sub-subcontractor first mobilizing to the Jobsite.

00575.10 Confined Spaces

All employees entering confined spaces and all attendants for such entries including supervisors shall receive confined space entry training and emergency rescue training at a minimum of once per year.

00575.11 Third Party Medical Triage

Subcontractor shall retain the services of a third-party medical triage company that meets the following criteria:

- Must employ medical doctors that understand occupational medicine and the rules set forth by OSHA for first aid treatment of work-related injuries and illnesses
- Ability to provide virtual real-time consultation with medical doctors for injury triage, with injured worker
- Available 24 hours a day, 7 days per week, and 365 days per year

Subcontractor shall require retention of identical services for each subcontractor, with the further requirement that each lower tier subcontractor shall include identical requirements in any lower tier subcontracts, which might in turn be made.

00672 - General Conditions Attachments

00672.1 Partial Waiver and Release of Lien Rights

**AFFIDAVIT AND PARTIAL WAIVER OF CLAIMS AND LIENS
AND RELEASE OF RIGHTS FOR SUBCONTRACTORS**

The undersigned, who is the _____ (designate title) of _____ which is the Subcontractor (designate whether subcontractor, supplier or otherwise) for the _____ (designate the type of work, supplies or services rendered) on the improvements constructed on the premises hereafter identified, declares that his or her contract with **Overland Contracting, Inc. (Purchaser)** is in the total amount of \$_____, which includes extras and all change orders to the date hereof.

The undersigned further states that as of _____ (date) the total value of work completed, and material stored is \$_____. Of this amount \$_____ has been received (the receipt and sufficiency of which is hereby acknowledged by the undersigned including \$_____ in payment of Payment Application or Invoice Number _____).

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the **City of Memphis (Owner)** and to **Overland Contracting, Inc. (Purchaser)** any and all claims and liens and rights to liens upon the premises described below and upon improvements now thereon, and upon the monies or other considerations (due as of the date of the aforesaid payment application or invoices from the **City of Memphis (Owner)** or **Overland Contracting, Inc. (Purchaser)** or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: Mainline Sewer Point Repair Group 7

Address of Project:

City: Memphis **County:** Shelby **State:** TN **Zip Code:** _____

The undersigned further represents and warrants that he or she is duly authorized and empowered to sign and execute this waiver on his or her own behalf and on behalf of the company or business for which he or she is signing; that he or she has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner through the date of said payment application or invoice; that he or she has paid for all the labor, materials, equipment, and services that he or she has used or supplied to the above premises through the date of said payment application or invoice; that he or she has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials against **Overland Contracting, Inc. (Purchaser)** as of the date of the aforementioned payment application; and that any materials which have been supplied or incorporated into the above premises were either taken from his or her fully-paid or open stock or were fully paid for and supplied as stated on the payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify the **City of Memphis (Owner)** and **Overland Contracting, Inc. (Purchaser)** for any losses or expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.



The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the contractors, **City of Memphis (Owner)** and **Overland Contracting, Inc. (Purchaser)**, their successors and assigns, are relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of this written contract or supplier's agreement (as the case may be) as modified or changed in writing with **Overland Contracting, Inc. (Purchaser)** or any subcontractor of **Overland Contracting, Inc. (Purchaser)** hereby acknowledging that said contract or supplier's agreement is now in full force and effect.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, excepting the right to receive payment for work performed and properly completed and retainage, if any, after the date of the above-mentioned payment application or invoices.

Signed and delivered the _____ day of _____, 20____.

Company _____

By: _____
(Printed Name)

(Signature)

Title: _____

Before me, the undersigned Notary Public in and for the said County and State, personally appeared _____, and acknowledged execution of the foregoing affidavit as his or her voluntary act and deed and further stated that the facts recited are true of his or her personal knowledge.

My Commission Expires: _____

Notary Public

Residence County/State: _____



00672.2 Final Waiver and Release of Lien Rights

**AFFIDAVIT AND FINAL WAIVER OF CLAIMS AND LIENS
AND RELEASE OF RIGHTS FOR SUBCONTRACTORS**

The undersigned, who is the _____ (designate title) of _____ which is the _____ Subcontractor (designate whether subcontractor, supplier or otherwise) for the _____ (designate the type of work, supplies or services rendered) on the improvements constructed on the premises hereafter identified, declares that his or her contract with **Overland Contracting, Inc. (Purchaser)** is in the total amount of \$ _____, which includes extras and all change orders to the date hereof.

The undersigned further states that as of _____ (date) all work on said project has been performed and completed in accordance with the plans and specifications for the project, and said work has been accomplished in accordance with the terms and conditions of his or her subcontract and those documents which, by reference, are a part of said subcontract. The total value of work completed and material stored is \$ _____. Of this amount \$ _____ has been received (the receipt and sufficiency of which is hereby acknowledged by the undersigned including \$ _____ in payment of Payment Application or Invoice Number _____).

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the **City of Memphis (Owner)** and to **Overland Contracting, Inc. (Purchaser)** any and all claims and liens and rights to liens upon the premises described below and upon improvements now thereon, and upon the monies or other considerations (due as of the date of the aforesaid payment application or invoices from the **City of Memphis (Owner)** or **Overland Contracting, Inc. (Purchaser)** or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: Mainline Sewer Point Repair Group 7

Address of Project:

City: Memphis County: Shelby State: TN Zip Code: _____

The undersigned further represents and warrants that he or she is duly authorized and empowered to sign and execute this waiver on his or her own behalf and on behalf of the company or business for which he or she is signing; that he or she has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner as required by the contract; that he or she has paid for all the labor, materials, equipment, and services that he or she has used or supplied to the above premises as required by the contract; that he or she has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials against **Overland Contracting, Inc. (Purchaser)**; and that any materials which have been supplied or incorporated into the above premises were either taken from his or her fully-paid or open stock or were fully paid for and supplied as stated on the payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify the **City of Memphis (Owner)** and **Overland Contracting, Inc. (Purchaser)** for any losses or expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.



The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the contractors, **City of Memphis (Owner)** and **Overland Contracting, Inc. (Purchaser)**, their successors and assigns, are relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of this written contract or supplier's agreement (as the case may be) as modified or changed in writing with **Overland Contracting, Inc. (Purchaser)** or any subcontractor of **Overland Contracting, Inc. (Purchaser)** hereby acknowledging that said contract or supplier's agreement is now in full force and effect.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, except retainage, if any, after the date of the above-mentioned payment application or invoices.

Signed and delivered the _____ day of _____, 20____.

Company _____

By: _____
(Printed Name)

(Signature)

Title: _____

Before me, the undersigned Notary Public in and for the said County and State, personally appeared _____, and acknowledged execution of the foregoing affidavit as his or her voluntary act and deed and further stated that the facts recited are true of his or her personal knowledge.

My Commission Expires: _____

Notary Public

Residence County/State: _____



00672.3 Certificate of Nondiscrimination

As Bidder, Contractor, or Subcontractor on Purchaser's Contract, **Mainline Sewer Point Repair Group 7**

The undersigned states that it does not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

1. Not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national original or sex;
2. To maintain payrolls of laborers and mechanics employed on this contract until seven (7) years after final release and final payment by the City;
3. To require a similar certificate to be executed by each subcontractor at the time a subcontract is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tiers of subcontracts.
4. To conform to federal law, state statutes, executive orders, and local ordinances identified and listed under Non-discrimination.

Subcontractor's Name

Date

Signature

Printed or Typed Name and Title

**THIS FORM MUST BE SUBMITTED WITH THE BID OR
THE BID MAY BE CONSIDERED NON-CONFORMING.**



00672.4 Equal Business Opportunity Program

This form must be submitted with Bidder's bid. Failure to execute and submit this document with Bidder's bid may cause the Bid to be rejected as non-conforming. In addition, each Sub-Subcontractor must execute the form.

This Subcontract will be subject to the requirements of the City of Memphis Ordinance #5384 which establishes the Equal Business Opportunity ("EBO") Program. It is up to the Respondent to ensure that all requirements of this ordinance are met. The Ordinance may be accessed on the City's website at www.memphistn.gov under "Business – Contract Compliance". The intent of the EBO Program is to increase the participation of locally owned minority and women owned business enterprises ("M/WBE").

SARP10 DBE Participation Goal:
DBE minimum **20%**
(Vendors from the City of Memphis EBO list only)

Participation Plan

The Participation Plan must include: (1) level and dollar amount of participation your firm anticipates achieving in the performance of contract resulting from this RFB; (2) the type of work to be performed by the M/WBE participation; and (3) the names of the M/WBE and/or DBE firm(s) the Respondent plans to utilize in the performance of the contract resulting from this RFB.

Eligible M/WBE and/or DBE Firms

To qualify as a M/WBE firm, per the requirements of City of Memphis Ordinance #5384, a firm must be included on the City of Memphis EBO list of certified M/WBE firms.

A list of the City's eligible M/WBE firms may be requested from Purchaser as a guide only. If a Bidder desires to utilize an M/WBE firm not included on the list, it is the Bidder's responsibility to confirm that the desired firm is certified by the City of Memphis. Such confirmation must be obtained from the City's Contract Compliance Office, in writing, before the bid/response due date. Requests for verification must be submitted to the City's Contract Compliance Office listed below:

Ken Moody
City of Memphis, Contract Compliance Office
125 North Main Street, Suite 546
Memphis, TN 38103
Phone: (901) 576-6210
Fax: (901) 576-6560
Email: ken.moody@memphistn.gov

MINORITY/WOMEN BUSINESS ENTERPRISE COMPLIANCE FORM

SUBCONTRACT TITLE: Mainline Sewer Point Repair Group 7

Project Participation Goal: DBE Participation **20%**

The following sections must be completed by Bidder. A certified subcontractor or supplier is defined as a firm from the list of certified firms provided with this specification.

Bidder's Name

Section A - If the Bidder is a certified firm, so indicate here with a check mark.

_____ MBE _____ WBE _____ DBE

Section B - Identify below those certified firms that will be employed as subcontractors or suppliers on this Project. By submitting this Proposal, the Bidder commits to the use of the firms listed below.

\$ = Show the dollar value of the subcontract to be awarded to this firm

% = Show the percentage this subcontract is of your base Proposal

M/WBE = Show by inserting an M or W whether the subcontractor is an MBE or WBE

\$	%	M/WBE	DBE	<u>CERTIFIED SUBCONTRACTOR NAME, ADDRESS, TEL #</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\$ _____ % _____ = **Total M/WBE and/or DBE**

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR THE PROPOSAL MAY BE CONSIDERED NON-CONFORMING



00672.5 Report of Disadvantaged Business Enterprise Participation Form (1 page)



PROJECT NUMBER: 416938.71.0377

SUBCONTRACTOR'S REPORT OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Project Name: Mainline Sewer Point Repair Group 7 Month of _____, 2023

General Contractor: _____

Contact Person: _____ Telephone: _____

Address: _____ Email: _____

Amount of Subcontract: \$ _____ MBE %: _____ WBE %: _____

DBE Information: Circle Either MBE or WBE and Complete Form.

MBE / WBE Firm Name: _____ Contact Person: _____

Date of Award: _____ Contract Value: \$ _____

Completed to Date: \$ _____ Paid to Date: \$ _____

Work Description: _____ Telephone: _____

Amount Invoiced This Period: \$ _____ Email: _____

MBE / WBE Firm Name: _____ Contact Person: _____

Date of Award: _____ Contract Value: \$ _____

Completed to Date: \$ _____ Paid to Date: \$ _____

Work Description: _____ Telephone: _____

Amount Invoiced This Period: \$ _____ Email: _____

MBE / WBE Firm Name: _____ Contact Person: _____

Date of Award: _____ Contract Value: \$ _____

Completed to Date: \$ _____ Paid to Date: \$ _____

Work Description: _____ Telephone: _____

Amount Invoiced This Period: \$ _____ Email: _____

MBE / WBE Firm Name: _____ Contact Person: _____

Date of Award: _____ Contract Value: \$ _____

Completed to Date: \$ _____ Paid to Date: \$ _____

Work Description: _____ Telephone: _____

Amount Invoiced This Period: \$ _____ Email: _____

Attach additional pages as required.

General Contractor's Signature: _____ Date: _____

00672.6 Not Used



00672.7 Bid Bond

Know all men by these presents, that we, the undersigned,
_____ as

Principal, and _____ as surety,

Hereby held and firmly bound unto _____ as Owner on the sum of _____ for the payment of which, well and truly to be made, We hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2023.

This condition of the above obligation is such that whereas the principal has submitted to the Purchaser a certain bid, attached hereto and hereby made a part of hereof to enter into a contract in writing for the construction of:

SARP 10 Program 416938.71.0377 Mainline Sewer Point Repair Group 7

Now therefore,

- A) If said bid shall be rejected, or in the alternative,
- B) If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid), required insurance certificates, and shall furnish a Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bond,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the Purchaser may accept such bid; and said surety does hereby waive notice of any such extension.

In witness whereof, the principal and the surety hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

CONTRACTOR

SURETY

Contractor's Company Name

Surety Name

Signature (principal)

By: _____
Attorney in Fact - Signature

Printed or Typed Name and Title

Printed or Typed Name and Title



00672.8 Schedule Impact Due to Weather

Program Manager will determine Contractor’s entitlement to an extension of the Contract Time as a result of weather delays, based on the data included in Tables 1 and 2. Extensions of time will be granted at the discretion of the Program Manager for circumstances not covered by the flow chart.

The following rules apply to any analysis for weather related delays to this Project. Weather delay days may be awarded if the first two rules are met. Additional days may be awarded if conditions in Rule 3 are met for unusually heavy precipitation independent of Rules 1 and 2.

Rule 1: The average monthly precipitation amount must have been exceeded.

If the total amount of actual precipitation in a month exceeds the average for that month shown in Table 1, the first test has been met. Go to rule number 2. (Precipitation is defined as the quantity of water deposited by rain, hail, sleet, or snow.)

Rule 2: The number of days in a month with actual precipitation greater than the threshold amount shown in Table 2 has been exceeded.

The numbers of days with actual precipitation greater than the threshold amounts shown in Table 2 are eligible for award as weather delays days. Additional days may be awarded for unusually heavy precipitation independent of meeting the rules above.

Rule 3: Unusually heavy precipitation has occurred.

Precipitation greater than one inch in a single day may be justification for an additional day, time extension for each precipitation day. This rule may be applied singly but not in addition with any other rule.

**National Weather Service Data for
Memphis International Airport – Years 2009-2019**

Table 1

Average Precipitation by Month (In Inches)											
Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
3.66	5.26	5.75	6.30	5.84	4.59	4.74	3.75	2.61	3.85	4.55	5.05

Table 2

Average Number of Days with Precipitation Greater than 0.25 Inches											
Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
4	5	6	6	6	4	4	4	2	4	5	6

Any weather-related extension of Contract time shall be non-compensable. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather days is less than expected, shall contribute to the project float and shall not affect the Contract Times. Application for a weather-related extension of time shall be submitted to the Program Manager and shall state the extension requested and be supported by the relevant weather data.



00672.9 SARP10 Safety Guidelines

Black & Veatch Memphis SARP10 Safety Guidelines

Anyone working for the SARP10 Program must comply with these basic safety requirements, except where their individual employer's safety requirements are more stringent. It is the employer's responsibility to ensure that their employees are informed of the Project safety policies and that they work in compliance with the Program safety policies.

Black & Veatch is committed to the safety and health of all employees, subcontractors, vendors and visitors. In our effort to minimize hazards and provide the safest worksite possible, we expect all workers on the Program to know and practice the following safe work rules as a minimum. The following rules are not all inclusive.

Noncompliance with the Rules We Live By will result in removal from the Program.

Rules We Live By

- **Confined Spaces** - Comply with all requirements of Confined Space Entry permits and DO NOT enter a confined space without a permit.
- **Fall Protection** - Comply with the Fall Protection procedures when working above the applicable working height. Always use 100 percent of the fall protection techniques when tying off. Note: An open manhole is a fall exposure and must be protected.
- **Lock Out Tag Out (LOTO)** - Follow all Lock Out/Tag Out procedures at all times.
- **Trench and Excavation** - Do not start any excavation activities without a Trench & Excavation permit and comply with all requirements. Excavations must be properly sloped, shored or shielded before entering, and proper access/egress must be in place.
- **Drugs and Alcohol** - Drugs and alcohol have NO place in the work environment. Do NOT come to work if you are under the influence of illegal drugs or alcohol.
- **You** - Make a difference today. Don't walk by any unsafe situation and be a Safety Leader.

PPE Requirements

- Safety glasses with side shields, ANSI Z87.1 approved are mandatory on the worksite.
- Hard hats, ANSI Z89.1 approved, with no modifications or deformities are mandatory on the worksite.
- Good quality, over the ankle, work boots with safety toes (steel toe) are required. Sneakers of any kind are prohibited.
- High visibility work vests with reflective markings shall be worn in all construction areas. Must be ANSI Class II specification as and be fluorescent (orange or lime green)
- You are the person most responsible for your safety. Observe and obey all signs and barricades.

General Safety and Health Requirements

- 100% fall protection is required when working on unprotected surfaces at or above 6 feet. Full body harnesses and shock absorbing lanyards with double locking hooks are the only acceptable method of personnel fall protection.
- DO NOT use the top two steps of a step ladder or the top three steps of a straight ladder. Use the 3-point rule (both feet / one hand or two hands / one foot) when using ladders.
- When on site, be aware of moving vehicles and equipment. Before traveling in front of or behind pieces of equipment make eye contact with the operator and wait for an indication to proceed. Spotters are required at all times.
- DO NOT cross a red barricade without permission from the owner of that barricade.
- Immediately correct safety hazards if within your authority. If you cannot make the correction report it to your supervisor. Unresolved hazards or conditions not corrected by the previous methods must be brought to the attention of the Site Project Manager.
- Immediately report injuries, fires, spills, near misses, accidents or unsafe conditions or practices to the Safety Department.
- Pay attention to barricades, signs and announcements.



00770 – Loss Control Manual

The Loss Control Manual is available for viewing on the SARP10 website:

<http://www.sarp10.com/safety/>

Contact Riley Thompson, Safety Manager for additional information:

ThompsonRR@bv.com

(901) 530-1809



Technical Specifications

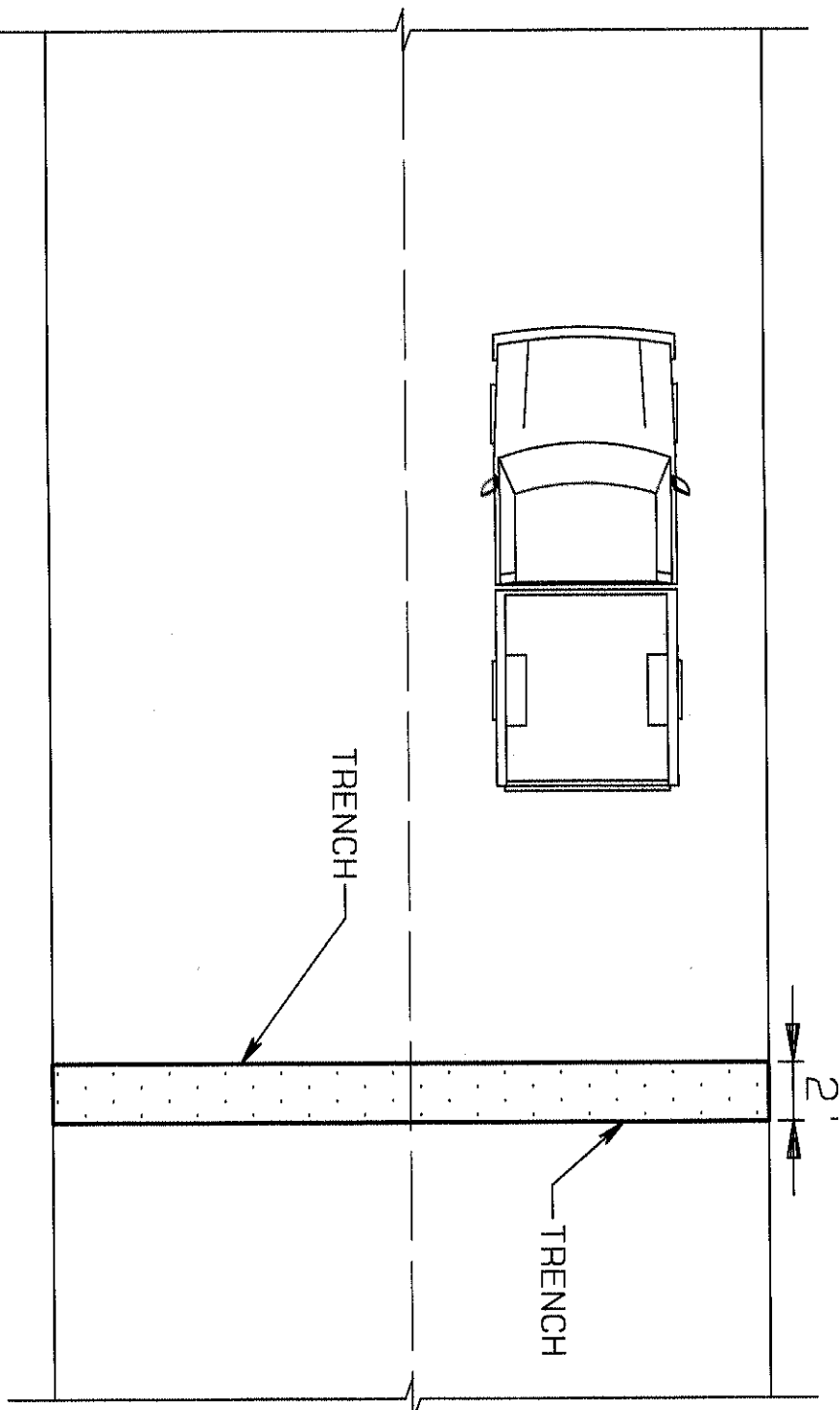
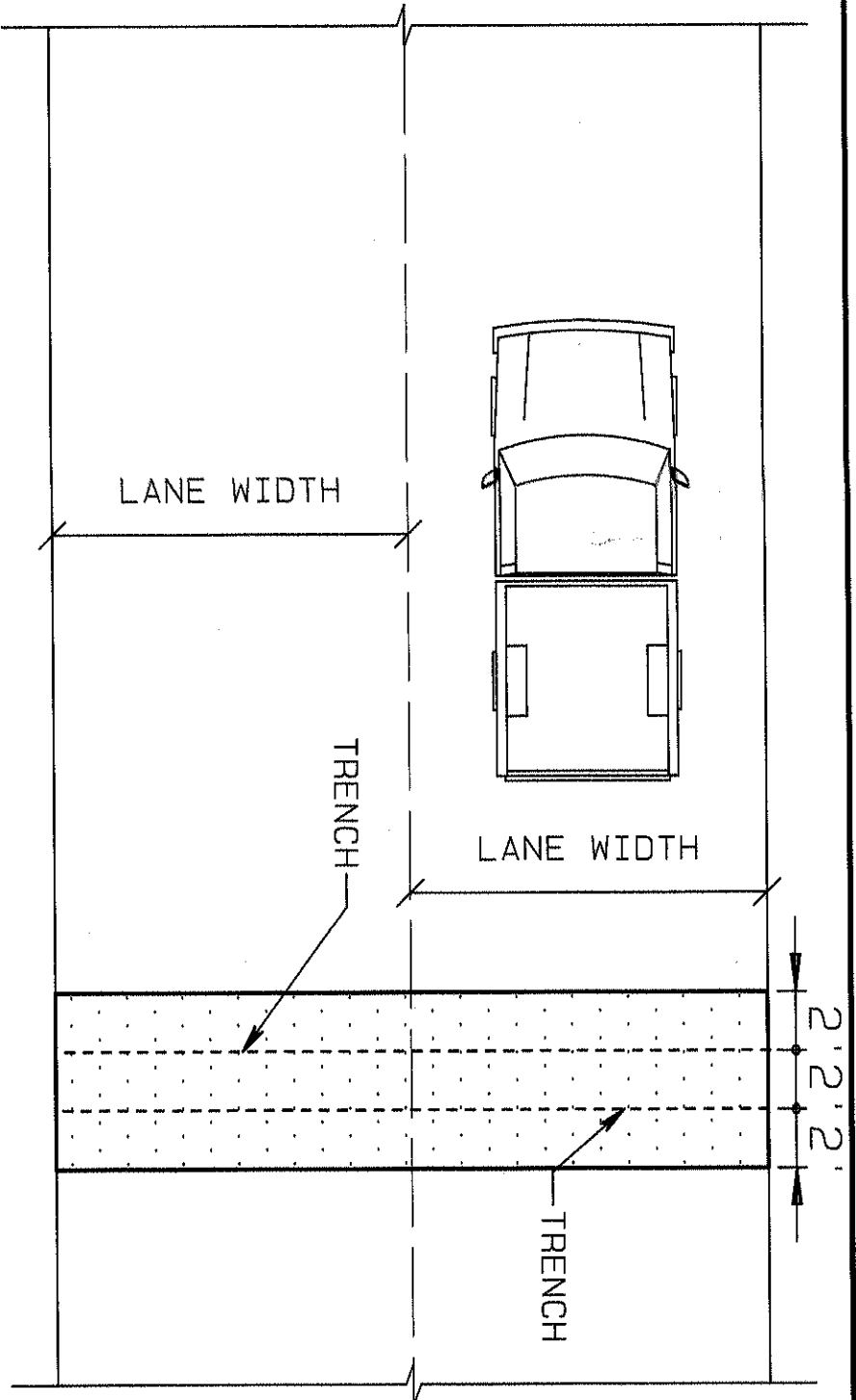
PLEASE NOTE: Any maps and/or drawings related to this RFB package have been compressed to reduce the overall PDF file size. Full resolution files will be available for viewing and/or downloading on the SARP10 website.

REVISIONS

NO.	DATE	BY	REMARKS

NOTES

- EXISTING PAVEMENTS SHALL BE REMOVED TO CLEAN, STRAIGHT LINES PARALLEL AND PERPENDICULAR TO THE FLOW OF TRAFFIC.
- DO NOT CONSTRUCT PATCHES WITH ANGLED SIDES AND/OR IRREGULAR SHAPES.
- ALL REPAIRS SHALL BE FULL LANE WIDTH.
- FOR PATCHES IN ASPHALT, A TACK COAT SHALL BE APPLIED TO ALL EDGES OF THE EXISTING ASPHALT BEFORE PLACING THE NEW PAVEMENT.
- AFTER PLACING THE NEW ASPHALT, ALL SEAMS (JOINTS) BETWEEN THE NEW AND EXISTING PAVEMENTS SHALL BE SEALED WITH AN ASPHALT TACK COAT OR RUBBERIZED CRACK SEAL MATERIAL.
- TRAVERSE PATCHES SHALL BE OVERLAID ACROSS THE ENTIRE STREET WIDTH FOR A DISTANCE OF TWO (2) FEET MINIMUM ON ALL SIDES OF THE TRENCH.



CITY OF MEMPHIS
DIVISION OF ENGINEERING

DESIGN STANDARD

FOR
**PAVEMENT REPAIR TRAVERSE
PATCHES DETAILS**

Chae Chae
CIVIL DESIGN ENGINEER
DATE 12-11-19

ME
CITY ENGINEER
DATE

NOT ACCEPTABLE

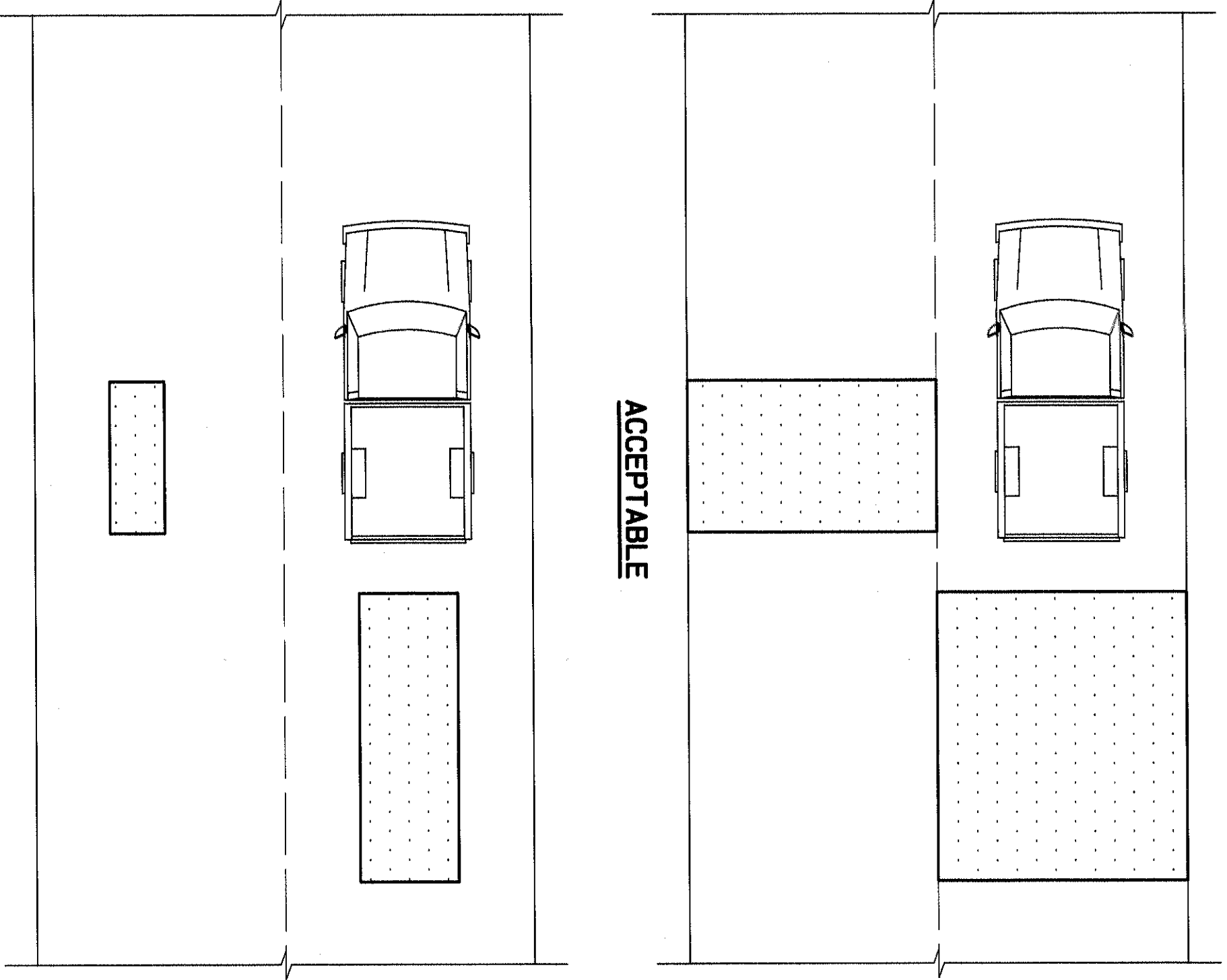
REVISIONS

NO.	DATE	BY	REMARKS

NOTES

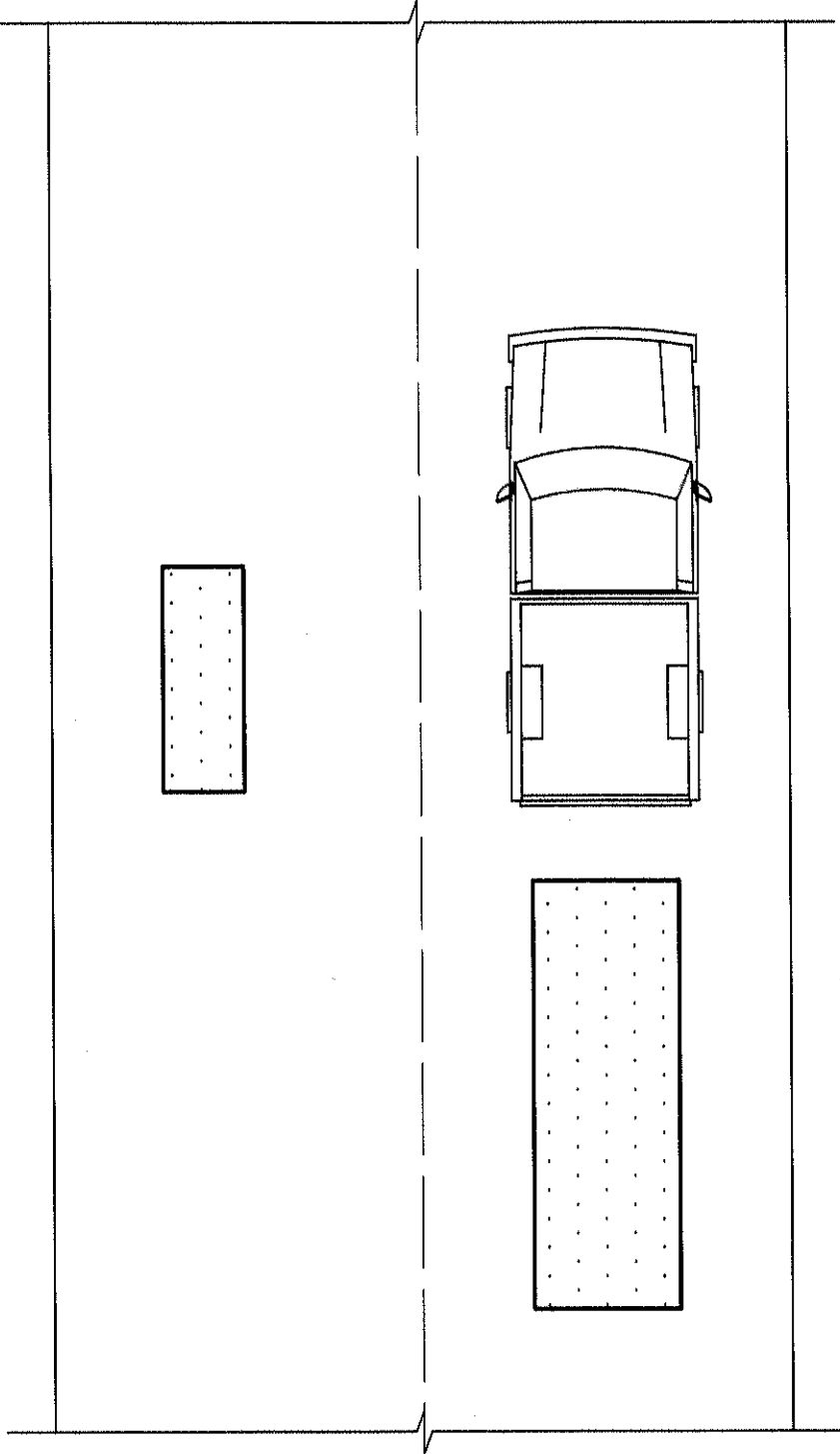
1. EXISTING PAVEMENTS SHALL BE REMOVED TO CLEAN, STRAIGHT LINES PARALLEL AND PERPENDICULAR TO THE FLOW OF TRAFFIC.
2. DO NOT CONSTRUCT PATCHES WITH ANGLED SIDES AND/OR IRREGULAR SHAPES.
3. ALL REPAIRS SHALL BE FULL LANE WIDTH.
4. FOR PATCHES IN ASPHALT, A TACK COAT SHALL BE APPLIED TO ALL EDGES OF THE EXISTING ASPHALT BEFORE PLACING THE NEW PAVEMENT.
5. AFTER PLACING THE NEW ASPHALT, ALL SEAMS (JOINTS) BETWEEN THE NEW AND EXISTING PAVEMENTS SHALL BE SEALED WITH AN ASPHALT TACK COAT OR RUBBERIZED CRACK SEAL MATERIAL.
6. TRAVERSE PATCHES SHALL BE OVERLAID ACROSS THE ENTIRE STREET WIDTH FOR A DISTANCE OF TWO (2) FEET MINIMUM ON ALL SIDES OF THE TRENCH.
8. THE EDGES OF PATCHES PARALLEL TO THE DIRECTION OF TRAFFIC SHALL BE LIMITED TO THE BOUNDARIES OF LANES OR TO THE CENTERLINE OF TRAVEL LANES.

ACCEPTABLE



NOT TO SCALE

NOT ACCEPTABLE



DESIGN STANDARD
FOR
PAVEMENT REPAIR
WHEEL PATH DETAILS

CITY OF MEMPHIS
DIVISION OF ENGINEERING

Chae Chae
CIVIL DESIGN ENGINEER
DATE 12/11/19

CITY ENGINEER DATE

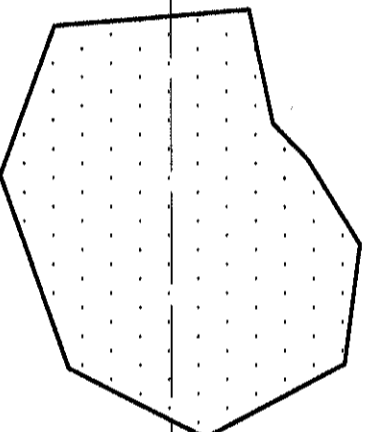
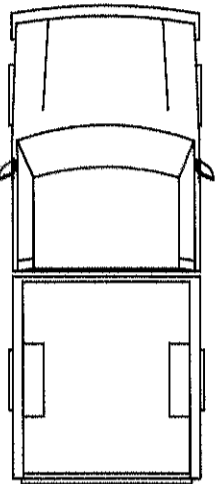
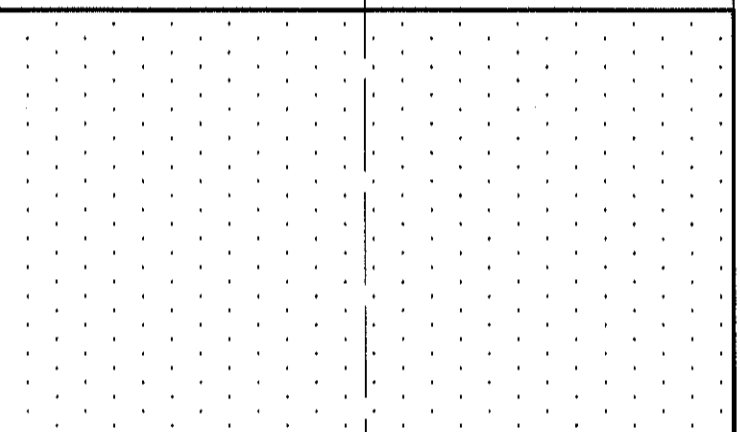
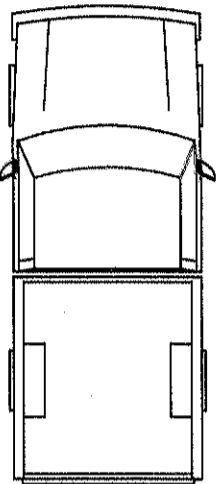
REVISIONS

NO.	DATE	BY	REMARKS

NOTES

- EXISTING PAVEMENTS SHALL BE REMOVED TO CLEAN, STRAIGHT LINES PARALLEL AND PERPENDICULAR TO THE FLOW OF TRAFFIC.
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- ALL REPAIRS SHALL BE FULL LANE WIDTH.
- FOR PATCHES IN ASPHALT, A TACK COAT SHALL BE APPLIED TO ALL EDGES OF THE EXISTING ASPHALT BEFORE PLACING THE NEW PAVEMENT.
- AFTER PLACING THE NEW ASPHALT, ALL SEAMS (JOINTS) BETWEEN THE NEW AND EXISTING PAVEMENTS SHALL BE SEALED WITH AN ASPHALT TACK COAT OR RUBBERIZED CRACK SEAL MATERIAL.

ACCEPTABLE



NOT TO SCALE

NOT ACCEPTABLE

CITY OF MEMPHIS
DIVISION OF ENGINEERING

DESIGN STANDARD

FOR
**PAVEMENT REPAIR
MULTI-LANE DETAILS**

Gene Chew 12.11.19 DATE

CIVIL ENGINEER

WWS 12/16/19 DATE

CITY ENGINEER

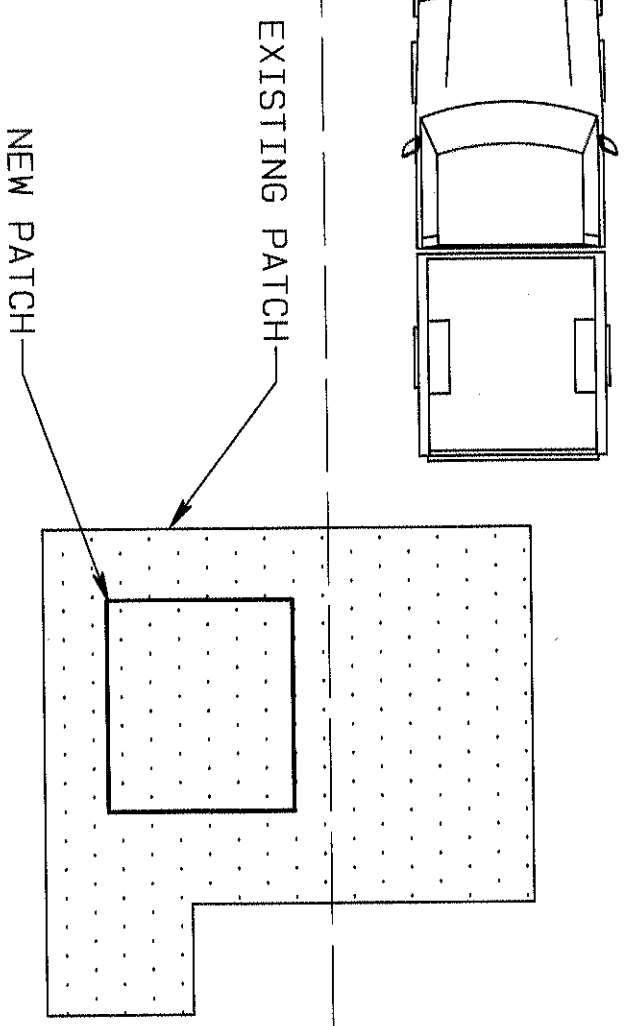
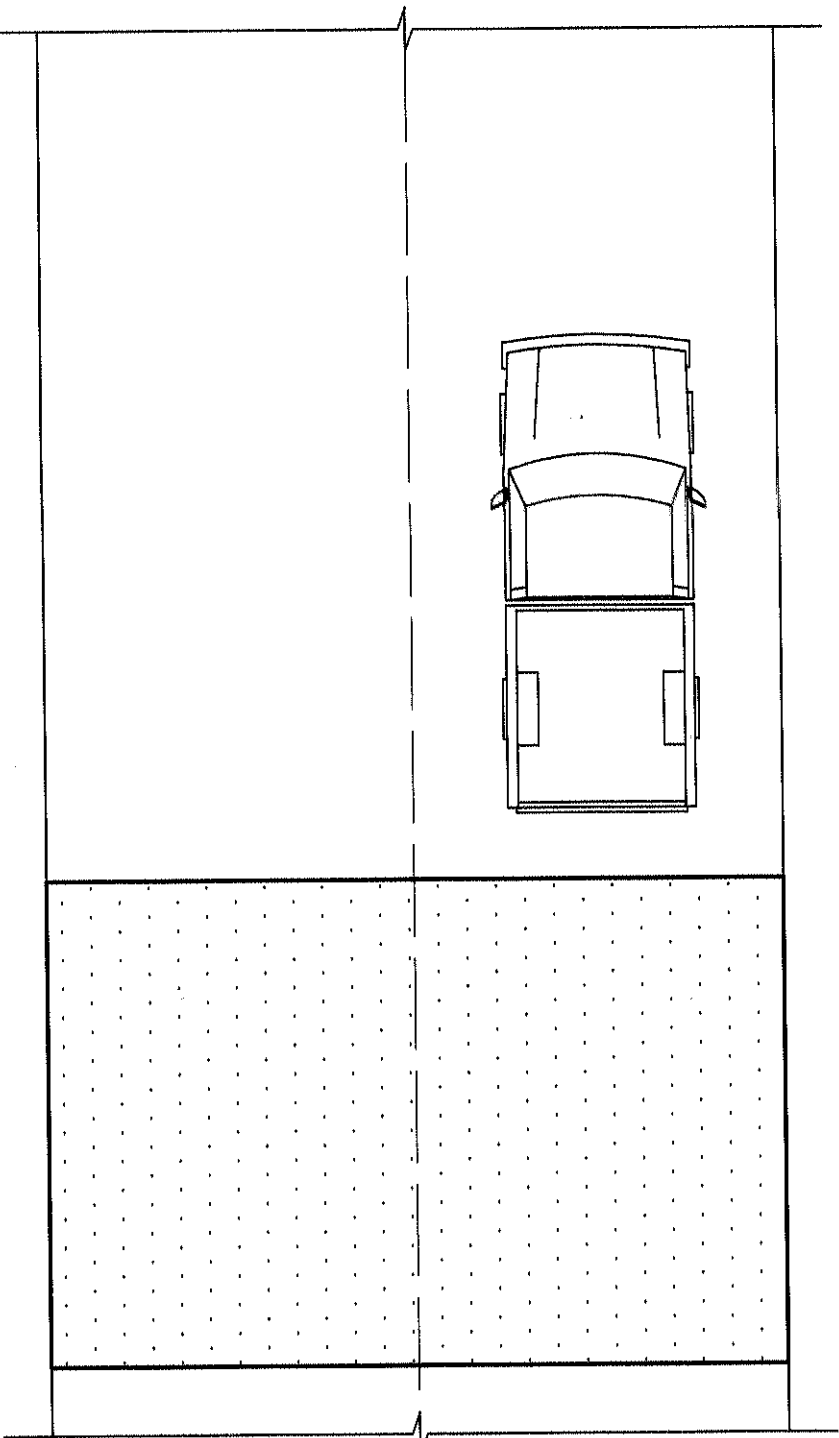
REVISIONS

NO.	DATE	BY	REMARKS

NOTES

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- FOR PATCHES IN ASPHALT, A TACK COAT SHALL BE APPLIED TO ALL EDGES OF THE EXISTING ASPHALT BEFORE PLACING THE NEW PAVEMENT.
- AFTER PLACING THE NEW ASPHALT, ALL SEAMS (JOINTS) BETWEEN THE NEW AND EXISTING PAVEMENTS SHALL BE SEALED WITH AN ASPHALT TACK COAT OR RUBBERIZED CRACK SEAL MATERIAL.
- AVOID PATCHES WITHIN PATCHES. IF THIS CANNOT BE AVOIDED, MAKE THE BOUNDARIES OF THE PATCHES COINCIDE.

ACCEPTABLE



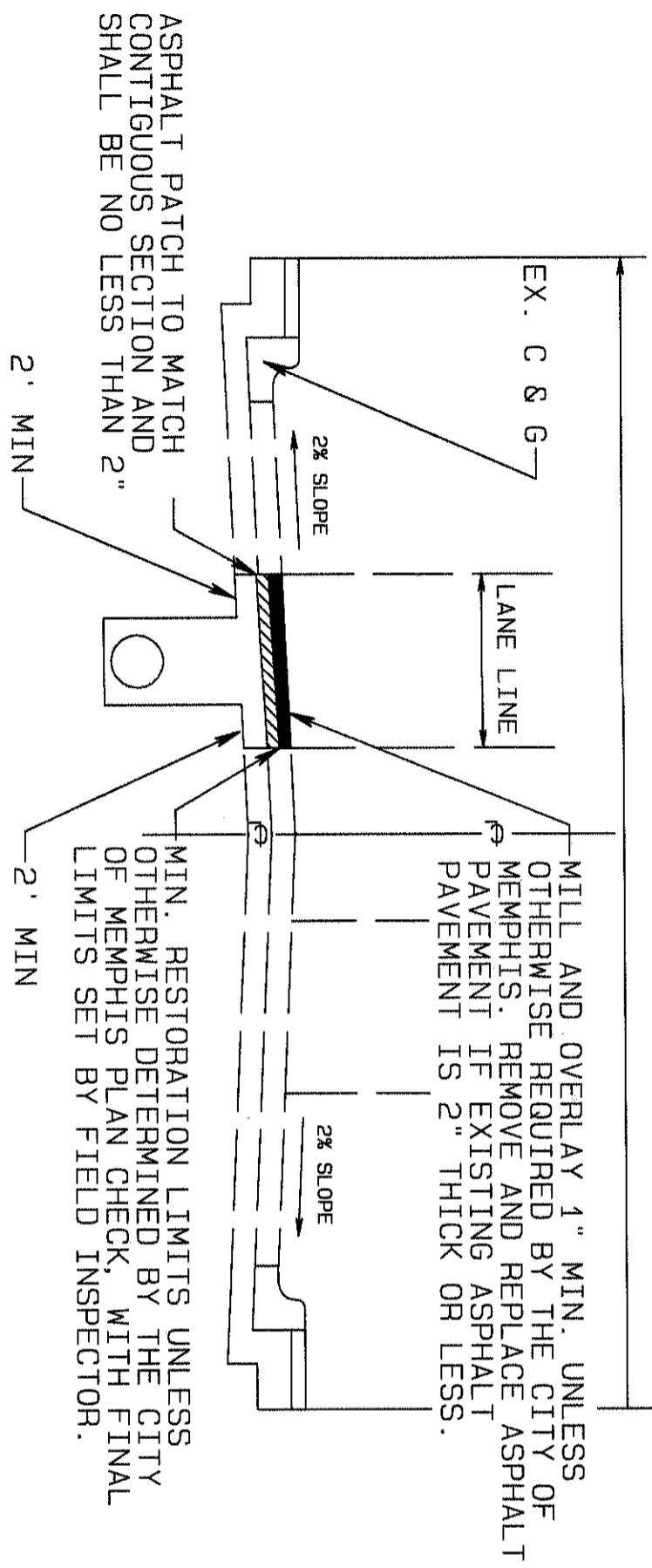
NOT ACCEPTABLE

NOT TO SCALE

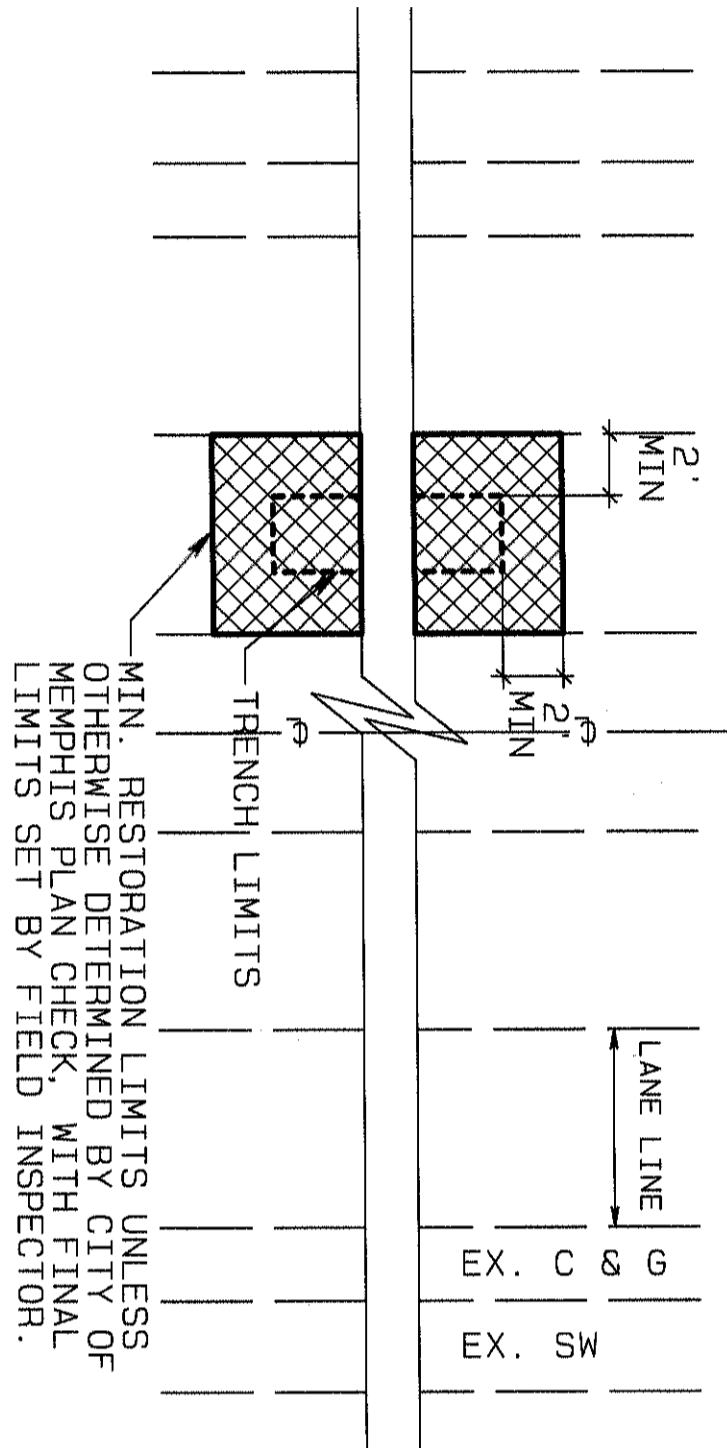
CITY OF MEMPHIS
DIVISION OF ENGINEERING
DESIGN STANDARD
 FOR
PAVEMENT REPAIR PATCH
INSIDE A PATCH DETAILS

Chris Clark
 CIVIL DESIGN ENGINEER
 DATE 12/11/19
 CITY ENGINEER

STREET WIDTH (R/W)



CUT RESTORATION



NOTES

1. IF CUT IS WITHIN A LANE, PAVEMENT RESTORATION MUST EXTEND TO THE NEXT LANE LINE.
2. THE ENTITY'S REQUIREMENTS TAKE PRECEDENCE OVER ANY MINIMUM REQUIREMENTS SHOWN HEREON.

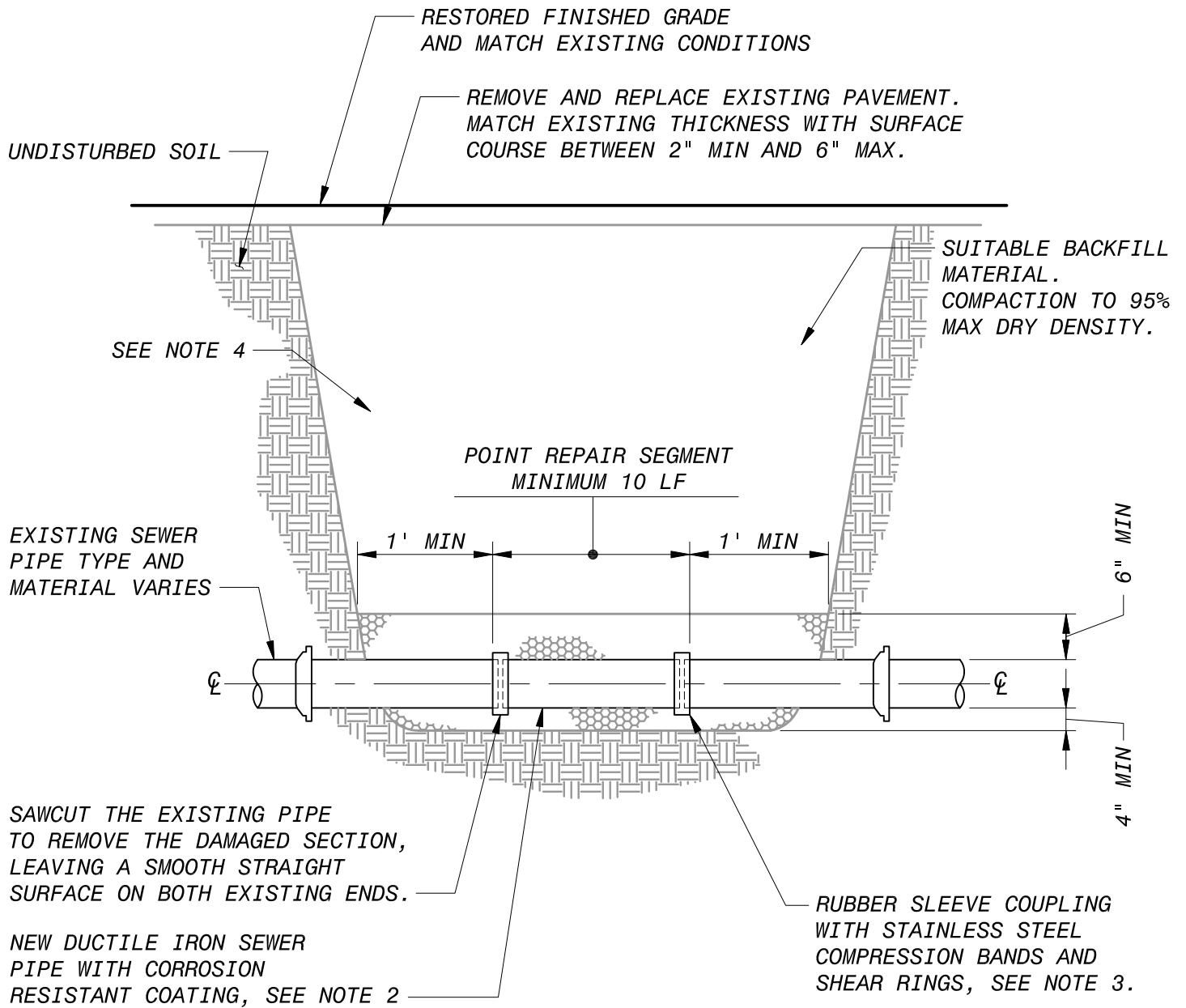
REVISIONS		
NO.	DATE	REMARKS

CITY OF MEMPHIS
 DIVISION OF ENGINEERING
DESIGN STANDARD
 FOR
PAVEMENT REPAIR CUT RESTORATION DETAIL

Chae Chew
 CIVIL DESIGN ENGINEER
W.S. Phillips
 CITY ENGINEER
 DATE 12.11.19

NOT TO SCALE

PLAN VIEW



NOTES

1. CONSULT WITH SARP10 CONSTRUCTION MANAGER BEFORE MAKING REPAIRS REQUIRING MORE THAN 10 LF.
2. INSTALL NEW DUCTILE IRON SEWER PIPE, IN ACCORDANCE WITH CITY OF MEMPHIS STANDARD CONSTRUCTION SPECIFICATION SECTION 02530-SEWER PIPE INSTALLATION.
3. INSTALL FERNCO SERIES 5000RC SHIELDED COUPLINGS WITH NUT AND BOLT CLAMP, MISSION "FLEX-SEAL" ADJUSTABLE SHIELDED REPAIR COUPLINGS, OR APPROVED EQUAL.
4. REMOVE EXCAVATED MATERIAL UNDER PAVED SURFACES AND BACKFILL WITH CRUSHED LIMESTONE OR RECYCLED CRUSHED CONCRETE PER CITY OF MEMPHIS STANDARD SPECIFICATIONS.



SARP10

**SANITARY
SEWER POINT REPAIR**

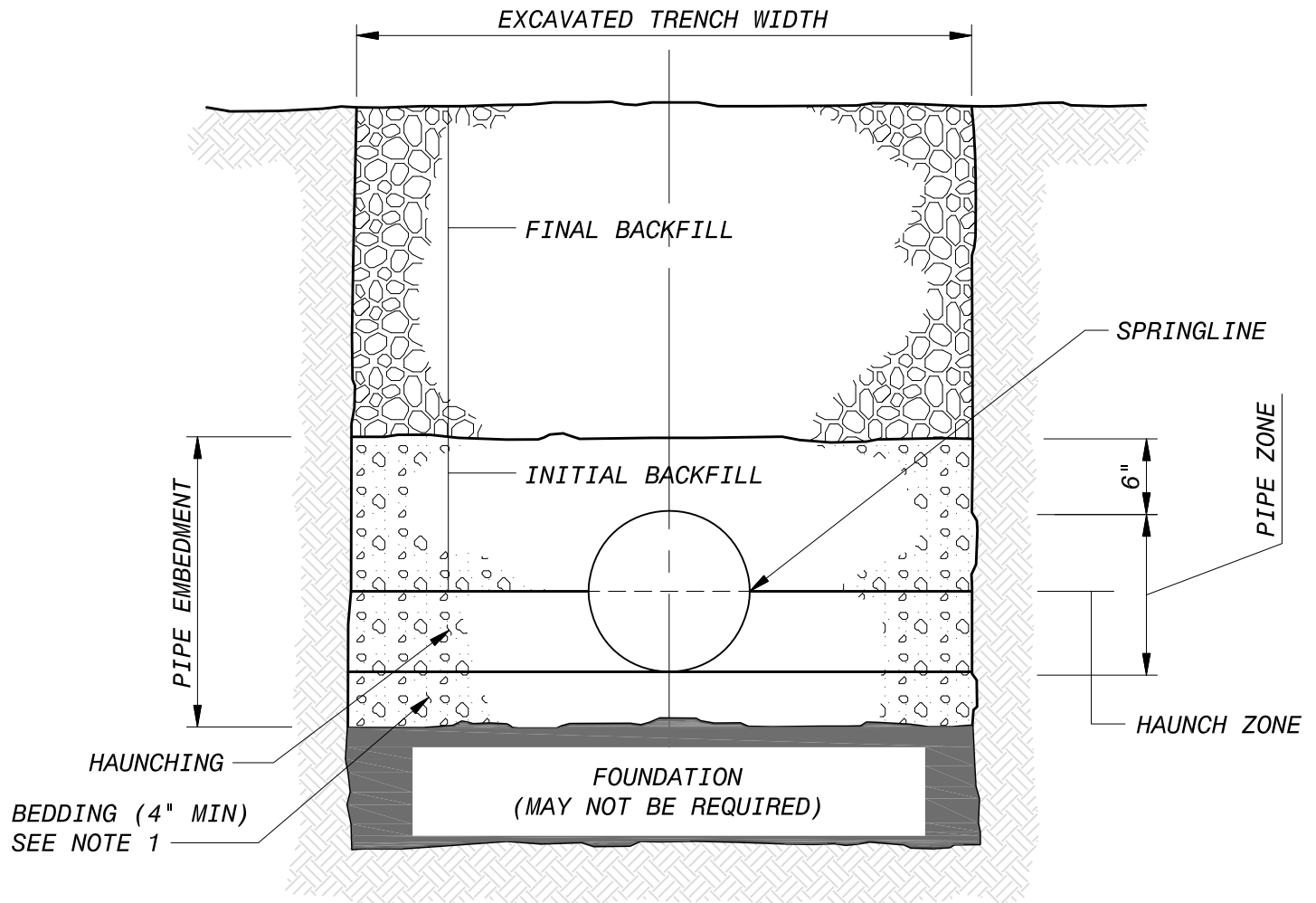


FIGURE 1

TRENCH CROSS SECTION SHOWING TERMINOLOGY

NOTES

1. INSTALL CRUSHED LIMESTONE ASTM D-448-54 TABLE 1, #67 FOR BEDDING AND HAUNCHING MATERIAL. THE QUANTITY OF CRUSHED LIMESTONE FOR BEDDING AND HAUNCHING IS PART OF THE "SEWER POINT REPAIR" LINE ITEM AND NO SEPARATE PAYMENT WILL BE MADE.
2. INSTALL EITHER CRUSHED LIMESTONE OR RECYCLED CRUSHED CONCRETE FOR INITIAL BACKFILL AND FINAL BACKFILL PER CITY OF MEMPHIS SPECIFICATIONS.



SARP10

TRENCH CROSS SECTION
SHOWING TERMINOLOGY

SECTION 02540
SANITARY SEWER POINT REPAIRS

PART 1 GENERAL

1.01 SCOPE

- A. This work shall consist of the construction of sanitary sewer gravity main point repairs of the kinds and dimensions shown on the Drawings, stipulated in the Contract Documents, or as directed by the Purchaser. The construction will be accomplished by these Specifications and in conformity with the lines, grades, and details shown on the Drawings or established by the Purchaser. The Subcontractor shall perform all work necessary to complete the Contract with the best modern practice. Without specifications that state the quality of any work, the Subcontractor is required to perform such items using first-quality construction. Unless otherwise provided, the Subcontractor will furnish all material, equipment, tools, labor, and incidentals necessary to complete the Work.

1.02 REFERENCES

- A. City of Memphis Standard Construction Specifications.
- B. American Standard for Testing and Materials (ASTM).
- C. American National Standards Institute (ANSI).

1.03 DEFINITIONS

- A. A point repair as used in these Specifications shall mean repair of pipe segments of existing sanitary sewer mains or service lines and connections which require excavation to accurately locate a defect and make the necessary repair.

PART 2 PRODUCTS

2.01 MATERIALS

A. Pipe Materials

- 1. All repairs to existing gravity sewer lines shall be made using ductile iron pipe. Ductile iron pipe for gravity sewer and service connections will conform to ASTM A 746. The pipe thickness design will conform to ANSI A 21.50. If no thickness class is specified on the Plans or Contract Documents, Class 50 or approved equivalent will be used. All ductile iron pipe will be lined with Protecto 401 Ceramic Epoxy, or approved equal. Linings will be applied according to manufacturer's recommendations. Fittings will conform to the requirements of ANSI A 21.10. Unless otherwise specified, joints will be push on gasket type conforming to the requirements of ANSI A 21.11. Mechanical joints will conform to the requirements of ANSI A 21.11. Flanged joints will conform to the requirements of ANSI A 21.15. Steel retainer rings will conform to ASTM A 148 for Grade 90 60.

B. Elastomeric Couplings

- 1. Elastomeric couplings for connecting replacement pipe to existing pipe shall be Fernco Series 5000 RC Shielded Couplings with nut and bolt clamp, Mission "Flex-Seal" adjustable shielded repair coupling or approved equal.

C. Crushed Limestone

1. Crushed limestone will be size No. 67 Coarse Aggregate meeting the requirements of the Tennessee DOT Standard Specifications for Road and Bridge Construction and the following gradation:

	Total Percent by Dry Weight Passing Each Sieve (U.S. Standard)				
Size No.	1"	3/4"	3/8"	No. 4	No. 8
67	100	90-100	20-55	0-10	0-5

D. Geotextile Material

1. Geotextile fabric shall meet the following requirements

Physical Property	Test Method	Acceptable Test Result
Tensile Strength, wet, lbs	ASTM D-1682	200 (min)
Elongation, wet, %	ASTM D-1682	40 (min)
Coefficient of Water Permeability, cm/sec	Constant Head	0.03 (min)
Puncture Strength, lbs.	ASTM D-751	100 (min)
Pore Size - EOS	Corps of Engineers	40 (max)
U.S. Standard Sieve	CW-02215	

2.02 EQUIPMENT

- A. The Subcontractor will furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. All equipment and facilities will be on site and approved by the Purchaser before work will be permitted to begin.

PART 3 EXECUTION

3.01 SITE PREPARATION AND RESTORATION

A. Disposition of Excavated Material

1. Excavated material suitable for backfill will be stored no closer than 2 feet from the edge of the excavation. Excavated material will not obstruct crosswalks, side-walks, driveways, street intersections, nor interfere unreasonably with travel on streets. Gutters or other surface drainage facilities will not be obstructed. The Subcontractor must provide access to fire hydrants, mail boxes, sewer and conduit manholes and similar utility or municipal service facility as required. Excavated material intended for backfill will be stored in a way that minimizes loss of excavated material due to erosion. The Subcontractor shall comply with all applicable OSHA regulations and City of Memphis Storm Water Ordinances.
2. Unless otherwise directed, all excavated material that will not be used for backfilling or restoration will be removed from the site and disposed of by the Subcontractor. If the Subcontractor proposes to store or place such excess excavated material upon any private property, written consent of the property owner or owners must be obtained by the Subcontractor in advance. A certified copy will be given to the Purchaser. No surplus or excess material will be deposited in any stream channel nor anywhere that would change preconstruction surface drainage.

B. Control of Water

1. The Subcontractor will keep all excavations free of water. If the trench subgrade consists of good soil in good condition at the time of excavation, it will be the Subcontractor's responsibility to maintain it in suitable condition. Dams, flumes, channels, sumps, or other work and equipment necessary to keep the excavation clear of water will be provided by the Subcontractor. Dewatering of trenches, will be incidental to trench excavation. The Subcontractor will avoid producing mud in the trench bottom by his operations. If necessary or so ordered by the Purchaser, the Subcontractor will remove any soil that becomes unacceptable and replace it with limestone or other approved aggregate at his own expense to maintain a firm, dry base.
2. Pipe embedment, laying, jointing, and the placing of concrete or masonry will be done in a water free trench or excavation. Trenches will be kept clear of water until pipe joints, concrete and masonry have set and are resistant to water damage. The water will be disposed of in a manner acceptable to the Purchaser.
3. All gutters, pipes, drains, conduits, culverts, catch basins, storm water inlets, ditches, creeks, and other storm water facilities will be kept in operation, or their flows will be satisfactorily diverted and provided for during construction. Any facilities disturbed during construction will be restored to the satisfaction of the Purchaser.

C. Excavation Around Obstructions

1. The Subcontractor will cautiously excavate to find the limits of under-ground obstructions anticipated within the excavation. When a water pipe, gas pipe, other sanitary sewer, storm drain, or similar utility comes within the limits of the trench, such facilities will be properly supported.
2. The Subcontractor shall perform all excavation by hand where excavation by machinery would endanger trees, structures, or utilities that otherwise might be saved by hand excavation.
3. Hydroexcavation:
 - a. In order to protect existing utilities, the Subcontractor shall cautiously hydroexcavate or hand excavate the entire perimeter of the excavation to a minimum depth of four feet to locate all underground obstructions within the excavation. The excavation method to be utilized on any given point repair (hydroexcavation or hand digging) is at the Subcontractor's discretion. When a water pipe, gas pipe, other sanitary sewer, storm drain, or similar utility comes within the limits of the trench, the Subcontractor shall hydroexcavate or hand dig at least eighteen-inches around the utility.

D. Special Protection

1. Treacherous Ground:
 - a. When running sand, quicksand, or other treacherous ground is encountered, the work will be carried on with the utmost urgency and will continue day and night should the Purchaser so direct.
2. Sheet piling and Shoring:
 - a. Any dig greater than 20' in depth requires a shoring plan signed and sealed by a professional engineer licensed in the State of Tennessee. The cost of this plan shall be borne by the Subcontractor.

- b. The Subcontractor will furnish, place, and maintain sheeting and shoring as required to support the sides of any excavation to prevent earth movement that could endanger the workers or public and to prevent damage to the excavation, adjacent utilities or property. The Subcontractor will place this sheeting and shoring without the Purchaser's instructions.
- c. Sheeting will extend below structure invert a sufficient depth to assure adequate support. In the installation of sheeting, the use of vibratory type pile drivers (as opposed to impact type) will be limited to sheeting driven no greater than 5 feet below the invert. The sheeted trench width, as measured between those faces of the sheeting in contact with the earth trench wall, will not exceed the maximum width of a trench per Specification Section 02530. Walers and struts will be designed and installed to present no obstructions to proper placement of the pipe, pipe embedment, cradle or encasement, and they will not interfere with the satisfactory installation of the pipe.
- d. Sheeting, bracing, and shoring will be withdrawn and removed as the backfilling is being done, except where the Purchaser permits the material to be left in place. The Subcontractor will cut off sheeting left in place at least 2 feet below the surface and will remove the cut off material from the excavation.
- e. All sheeting, bracing, and shoring which are not left in place under this provision will be removed in a way that will not endanger the completed work or other structures, utilities, storm drains, sewers, or property. The Subcontractor will be careful to prevent the opening of voids during the extraction process.
- f. If sheeting and shoring are not specifically required on the Plans or in the Specifications, steel drag shields or trench boxes may be used subject to the authorization of the Purchaser. Voids left by the advancement of the shield will be carefully backfilled and compacted following trench backfill requirements.

E. Existing Utilities

- 1. It will be the Subcontractor's responsibility to arrange for the location of existing utilities prior to excavation. The Subcontractor will also be responsible for coordinating the relocation of any existing utilities with the appropriate utility owner.
- 2. Protection:
 - a. The Subcontractor will protect any storm drain, sewer, or utility within the limits of the construction. The Subcontractor will proceed with caution and will use every means to establish the exact location of underground structures and facilities before excavating in the vicinity. The City or Purchaser will not be responsible for the cost of protection or repair or replacement of any structure, pipe line, conduit, service connection, or similar facility broken or damaged by the Subcontractor's operations. All water and gas pipes and other conduits near or crossing the excavation will be properly supported and protected by the Subcontractor.
- 3. If the construction requires the removal and replacement of any overhead wires or poles, underground pipes, conduits, structures or other facilities, the Subcontractor will arrange for such work with the Owner or Owners of the facilities. No additional payment will be made by the City or Purchaser for this work.
- 4. Service Connections:
 - a. Sewer and utility services between mains and buildings will be maintained and adjusted as necessary by the Subcontractor to provide as nearly a continuous

operation as can be expected. This will be accomplished in any way that the Subcontractor chooses, provided the individual service is not interrupted for more than two consecutive hours. The occupants will be notified by the Subcontractor at least six hours before such service interruptions. When a break occurs, the Subcontractor will notify the affected occupant(s) of the probable length of time that the service will be interrupted.

5. If existing underground facilities or utilities require removal and replacement for the performance of this work, all replacements will be made with new material conforming to the requirements of these Specifications. If not specified, the material will be as approved by the Purchaser.
6. The removal and replacement of water services to adapt to new construction will be the Subcontractor's responsibility within the limits where the new service line grade blends smoothly with the existing service line grade.
7. The removal and replacement of sewer house connections to adapt to new construction will be the Subcontractor's responsibility from the sewer main to a point where the new grade and existing grade can be matched.
8. The Subcontractor will be responsible for any damage to the sewer house connection because of his operations. The Purchaser does not guarantee the number, size, condition, nor length of adjustment necessary to bring a service to a new grade.

F. Maintenance of Flow

1. Where existing sewer lines are being modified, the Subcontractor will arrange his work so that sewage flow will be maintained during the construction period with no discharge of sewage into the open trench, and no back up of sewage in the existing line. The Subcontractor will provide necessary bypass pumping capacity to carry flow downstream of the section to be modified.

G. Bypass Pumping

1. As required for acceptable completion of the work and/or to avoid damages due to sewer spills or overflows, the Subcontractor shall provide for sewer flow maintenance around the line segments and manholes designated for rehabilitation. The bypass shall typically be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent sanitary sewer system. The pump and bypass lines shall be of adequate capacity and size to handle the anticipated flow. Bypassing of sanitary sewage into the storm water system will not be allowed. For all bypass pumping, pump noise shall be kept to a minimum to the satisfaction of the Purchaser. The Subcontractor shall be required to contact all residential and commercial customers whose service lines connect to the sewer main being bypassed and inform them that they will be temporarily out of service. The Subcontractor shall also advise those customers against water usage until the mainline is back in service. After completing the necessary work on the main line, the Subcontractor shall advise those customers that the sewer main is back in service.
2. Bypass pumping is defined as providing pumps, standby pumps, piping, elevated structural support for aerial crossings, manpower to operate, routine maintenance and repair capability, pipe plugs, fuel, route and pump site clearing and any other work necessary to provide a complete bypass pumping operation. Any structures proposed by the Subcontractor for construction over or penetration into the interceptor piping for the purpose of performing the bypass operations must be approved by the Purchaser prior to implementation. The Subcontractor shall submit design drawings and details that are

signed and sealed by a professional engineer licensed in the State of Tennessee. All bypass pump schemes must be submitted to and approved by the Purchaser in advance.

3. Public advisory services shall be required to notify all parties whose service laterals will be out of service and to advise against water usage until the mainline is back in service.
4. The Subcontractor shall be required to provide businesses with temporary service, as needed, and shall be responsible for all necessary bypass pumping flows.

H. Cleanup

1. After the installation work has been completed, the Subcontractor shall cleanup the entire project area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Subcontractor. The work area shall be left in a condition equal to or better than it was prior to the performance of the Work. Disturbed grassed areas shall be seeded or sod placed as directed by the Purchaser at no additional cost to the Owner. Site restoration shall be performed in accordance with the City of Memphis Standard Construction Specifications.

3.02 BACKFILLING

A. General

1. After sanitary sewer facilities have been bedded and installed according to these Specifications and upon permission of the Purchaser, the backfill may be placed. Backfilling operations will continue following as closely behind pipe installation as practical. All backfill will be placed in uniform horizontal layers. Pushing backfill material down a ramp into excavated areas will not be permitted. No trash will be allowed to accumulate in the space to be backfilled. Particular care will be taken to avoid allowing wood to be included in the backfill, other than sheeting and shoring that has been approved to be left in place.
2. The Subcontractor will be responsible for the condition of the trenches and filled areas during the contract and warranty period. The Subcontractor will maintain frequent inspection of the same. Anytime during the 12-month warranty period the trenches or filled areas settle and sunken places appear, the Subcontractor will be required to refill these sunken places when they are discovered with suitable material and will replace all damaged curb, gutter, and sidewalk. All soft or dangerous trenches will be marked, barricaded and caution lighted for the protection of the public.
3. Property with an existing dwelling located on it or lots within a developed subdivision or planned development are considered improved property.

B. Street Right of Way and Improved Property

1. Backfill Material:
 - a. Backfill for pipe trench excavations through pavements in street or highway right of way or where the Purchaser orders, will be made with pit run gravel or other acceptable material as approved by the Purchaser. The backfill will be from the top of the pipe embedment material or manhole foundation to the subgrade elevation of the pavement. Pea gravel or similar granular material approximately uniform in size and without bonding properties will not be used.
 - b. Backfill for pipe trench excavations beyond pavements in street or highway right of way or outside public right of way will be made with select earth from the top level of the

pipe embedment material or foundation to the subgrade elevation in paved area, or within 1 inch of the surface in areas to be sodded, or to the surface in all other areas.

- c. Select material will be free from debris, organic matter, perishable compressible material, and will contain no stones or lumps larger than 6 inches. Rocks and lumps smaller than 6 inches will not exceed an amount that will interfere with the consolidating properties of the fill material. Care will be taken that stones and lumps are kept separated and well distributed, and that all voids are completely filled with fine material. No rocks or lumps will come in direct contact with the pipe. The upper 3 feet of backfill in sodded or planted areas will be free of rocks or lumps larger than 1 inch in diameter.

2. Placement and Compaction:

- a. Backfill material will be placed by hand in 6 inch loose layers and tamped to a point 2 feet above the outside top of the pipe. Backfill will be compacted with suitable mechanical tamping equipment with special care being taken not to damage the pipe or joints. Use of compaction equipment directly above semi-rigid and flexible pipe should be avoided until sufficient backfill has been placed to ensure that the equipment will not damage the pipe. A minimum of 36 inches of compacted backfill above the top of semi-rigid and flexible pipe will be in place before wheel loading and a minimum of 48 inches of compacted backfill before use of pneumatic tampers. From these elevations to the subgrade elevation of the pavement, bottom of the sod, or to the original ground surface, suitable backfill will be mechanically placed in 9 inch, maximum, loose layers. All backfill material will be compacted to 95 percent of maximum density at plus or minus 2 percent of optimum moisture content as determined by Laboratory Standard Proctor Test (ASTM D 698).

C. Open Areas and Unimproved Property

1. Backfill of excavations on unimproved property will be made with select material from the top level of pipe embedment material or foundation to the surface. Non-granular select material to be used for backfill will be free from debris, organic matter and perishable compressible material, and will contain no stones or lumps or rock fragments larger than 6 inches. Rocks or lumps smaller than 6 inches in diameter will not exceed an amount that will interfere with the consolidating properties of the fill material. No rocks or lumps will come in direct contact with the pipe. Stones and lumps will be kept separated and well distributed, and all voids will be completely filled with fine material.

3.03 METHOD OF REPAIR

- A. The Subcontractor shall replace a sufficient number of entire pipe joints to ensure that defective pipe is removed and replaced up to 10 feet in length, per repair, at the discretion of the Purchaser, in accordance with the SARP10 Sanitary Sewer Point Repair detail.
- B. If the length of the required replacement segment is not adequate to locate sufficient competent pipe for connection with the new section, the Subcontractor, at the Purchaser's instruction, may be directed to replace additional sections of pipe such that an appropriate connection is possible.
- C. The Subcontractor shall be responsible for confirming the location of the defective pipe segment before beginning the point repair.
- D. The Subcontractor shall replace service wyes encountered within the point repair. Any defective service lines encountered within the point repair shall be replaced.

- E. Any service line or competent main line pipe broken by the Subcontractor shall be replaced at the Subcontractor's expense.
- F. The Subcontractor shall remove any fences, base materials, storm sewer, etc. that may interfere with the repair made at each specified point. The Subcontractor is responsible for the replacement of said fences, base materials, storm sewer etc., in the same or better condition than found.
- G. The bottom of the trench shall be reshaped so that the grade of the pipe replaced will match that required for the existing sewer line. The pipe embedment material shall be placed and the repair area shall be backfilled in accordance with Section 02530 Sewer Pipe Installation of the City of Memphis Standard Construction Specifications Modified by the SARP10 Program.
- H. If the material in the bottom of the trench is of such consistency that it is not stable, then the Subcontractor shall stabilize the bottom of the trench by placing suitable materials at the direction of the Purchaser in accordance with the 3.02 C. 1. Undercut Excavation of Section 02530 Sewer Pipe Installation of the City of Memphis Standard Construction Specifications Modified by the SARP10 Program.
- I. Prior to backfilling, point repairs shall be inspected by the Purchaser.

3.04 PIPE EMBEDMENT

- A. Pipe embedment will be defined as that material supporting, surrounding and extending to 6 inches above the top of the pipe. Pipe Embedment for sewer pipe will conform to the requirements given below. At the direction of the Purchaser or as shown on the Drawings, sewer pipe and backfill will be encapsulated in geotextile fabric meeting the following requirements:
 - B. Crushed Limestone
 - 1. Pipe embedment material will be Number 67 crushed limestone. Pipe 8 inches to 24 inches in diameter will be bedded on 4-inches of Number 67 crushed limestone. Pipe 27 inches to 48 inches in diameter will be bedded on 6-inches of bedding material. Pipe embedment for pipes larger than 48 inches in diameter will be by design based on anticipated soil conditions. After pipe installation, crushed limestone will then be tamped under the haunches and continued in layers not more than 6 inches in loose thickness around and above the pipe to a level 6 inches above the outside top of the pipe. The remainder of the installation will be as outlined in this Specification's Backfill requirements.

3.05 VISUAL INSPECTION

- A. All work will be subject to visual inspection for faults or defects and any such deviation or omission will be corrected at once. All tests will be made by the Subcontractor who will provide necessary equipment for testing and lamping the system in the presence of and under the supervision and instructions of the Purchaser. Lamp tests will be observed first hand by the Purchaser. Each section of sewer line will show a full circle of light when lamped between manholes. All defects located will be corrected before conducting leakage tests
- B. After backfilling and resurfacing, sewer segments containing point repairs shall be internally televised (CCTV) by the Subcontractor in their entirety in accordance with Section 02541 – Closed Circuit Television Inspection of Sewer Mains and Connections for final review and approval by the Purchaser.

3.06 TRAFFIC CONTROL

- A. All traffic control shall be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). At a minimum, the Subcontractor must have two trucks with flashing yellow lights on the work site. Traffic cones must also be placed downstream of the construction site to divert cars into the adjacent lane(s) per MUTCD requirements. On roads with a heavy traffic volume, a flagman may also be needed to assist with traffic control. For bidding purposes, the Subcontractor should assume that a flagman will be needed on 30 percent of the setups.

3.07 FALL PROTECTION

- A. Subcontractor shall install and maintain all fall protection measures in accordance with the SARP10 Loss Control Manual. The Subcontractor shall construct a controlled access zone around the manhole being adjusted. At a minimum, the fall protection zone shall include traffic cones encircled with pennant tape. The controlled access zone must have one point of access with an entrance log.

PART 4 MEASUREMENT & PAYMENT

4.01 MEASUREMENT

A. Sewer Point Repair

- 1. Sewer point repairs will be measured per each. The repair length of ten linear feet will be measured along the centerline of the new pipe. Each additional linear foot of repair, directed by the Purchaser, beyond the minimum 10 feet will be measured for payment. The depth of the repair is measured from the existing grade to the pipe invert.

B. Service Connection Removal and Replacement

- 1. Service connection removal and replacement for all service wyes encountered within the point repair shall be measured per each, complete in place. Service connections damaged by the Subcontractor that do not require removal and replacement for construction of the sanitary sewer point repair will not be measured for payment.

C. Traffic Control

- 1. This item is considered a subsidiary obligation of the Subcontractor under other contract items and no measurement will be made.

D. Pavement Backfill

- 1. Pit run gravel or other acceptable material used for backfill under pavements or other areas directed by the Purchaser will be measured by the cubic yard in the following manner. Cubic yards of Pavement Backfill equals the linear feet of sewer pipe installed directly below pavement as measured along the centerline of the pipe multiplied by the trench payline width in feet multiplied by the depth of pavement backfill material in feet divided by 27. The trench payline width is defined as the outside diameter of the sewer pipe plus 2 feet. The depth of pavement backfill is defined as the distance from 6 inches above the top of the sewer pipe to the subgrade elevation of the pavement.

E. Hydroexcavation/ Hand Digging

- 1. Hydroexcavation and/or hand digging of the trench perimeter will be measured per each point repair.

F. Additional Hydroexcavation/ Hand Digging

1. Additional hydroexcavation and/or hand digging beyond four hours of the trench perimeter will be measured per hour.

G. Bypass Pumping

1. There is an allowance for this item and as such no specific measurement will be made. The bypass cost for a specific point repair will be submitted by the subcontractor to the Program Manager prior to any work under this item. Any work to be paid under this item must be approved by the Program Manager prior to work beginning.

4.02 PAYMENT

A. Sewer Point Repair

1. The accepted quantities of all mainline sewer point repairs will be paid for at the contract unit price per each for the various pipe sizes and depth of repair, which will be full compensation for material and material testing, excavation, special protection, protection of existing utilities, maintenance of sewage flow, traffic control, pipe embedment, haunching, laying, jointing, cleaning and inspection, conducting acceptance tests, installation of pipe wyes, connection to manholes, adapters and couplings, stoppers, and removal and/or abandonment of existing pipe within the limits of excavation and backfilling outside pavement areas. Excavations and repairs made at the incorrect location will not be paid for by the Purchaser. This item will not be paid until submittal and approval of the post construction inspection data associated with the point repair.

B. Service Connection Removal and Replacement

1. Service connection removal and replacement for all service wyes encountered within the point repair shall be paid per each at the contract unit price for all service connections and associated lateral pipe. This payment shall include the excavation, removal of old service line and appurtenances, furnishing and construction of the new service line, connections to existing service line, and appurtenances to remain, and backfilling, complete in place. This item will not be paid until submittal and approval of the post construction inspection data associated with the point repair.

C. Traffic Control

1. This item is considered a subsidiary obligation of the Subcontractor under other contract items and no measurement will be made.

D. Pavement Backfill

1. Accepted quantities of pit run gravel or other acceptable material used for backfill under pavements or other areas designated by the Purchaser will be paid for at the contract unit price per cubic yard furnished and placed, which will be full compensation for furnishing, placing and compacting the selected material. This item will not be paid until submittal and approval of the post construction inspection data associated with the point repair.

E. Hydroexcavation/ Hand Digging

1. Hydroexcavation and/or hand digging of the trench perimeter will be paid per each point repair where one of these methods is used. Payment shall include all material and labor required to complete the item as specified with the expectation of 4 hours of crew time. Time spent for mobilization, traveling to and from the jobsite, and disposal of spent material will not be paid for separately. Any additional hydroexcavation or hand digging necessary

CITY OF MEMPHIS – STANDARD CONSTRUCTION SPECIFICATION
 Modified by SARP10 Program

due to extenuating circumstances or unforeseen obstructions will be paid per item 4.02.F. This item will not be paid until submittal and approval of the post construction inspection data associated with the point repair.

F. Additional Hydroexcavation/ Hand Digging

1. Additional hydroexcavation and/or hand digging of the trench perimeter will be paid per hour where one of these methods is used. Payment shall include all material and labor required to complete the item as specified. Any work to be paid under this item must be approved by the Program Manager prior to work beginning. This item will not be paid until submittal and approval of the post construction inspection data associated with the point repair.

G. Bypass Pumping

1. There is an allowance for this item. This item includes all materials and labor necessary to properly comply with the bypass pumping requirements listed in the specification. The bypass cost for a specific point repair will be submitted by the subcontractor to the Program Manager prior to any work under this item. Any work to be paid under this item must be approved by the Program Manager prior to work beginning. This item will not be paid until submittal and approval of the post construction inspection data associated with the point repair.

4.03 PAYMENT WILL BE MADE UNDER:

Item No.	Pay Item	Pay Unit
02540-4.02.A.1.a	SEWER POINT REPAIR, 6" THROUGH 10" PIPE (<10' DEEP)	EACH
02540-4.02.A.1.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 6" THROUGH 10" PIPE (<10' DEEP)	LINEAR FOOT
02540-4.02.A.2.a	SEWER POINT REPAIR, 6" THROUGH 10" PIPE (10.1'-15' DEEP)	EACH
02540-4.02.A.2.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 6" THROUGH 10" PIPE (10.1'-15' DEEP)	LINEAR FOOT
02540-4.02.A.3.a	SEWER POINT REPAIR, 6" THROUGH 10" PIPE (15.1'-20' DEEP)	EACH
02540-4.02.A.3.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 6" THROUGH 10" PIPE (15.1'-20' DEEP)	LINEAR FOOT
02540-4.02.A.4.a	SEWER POINT REPAIR, 6" THROUGH 10" PIPE (20.1'-30' DEEP)	EACH
02540-4.02.A.4.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 6" THROUGH 10" PIPE (20.1'-30' DEEP)	LINEAR FOOT
02540-4.02.A.5.a	SEWER POINT REPAIR, 12" THROUGH 18" PIPE (<10' DEEP)	EACH
02540-4.02.A.5.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 12" THROUGH 18" PIPE (<10' DEEP)	LINEAR FOOT

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02540-4.02.A.6.a	SEWER POINT REPAIR, 12" THROUGH 18" PIPE (10.1'-15' DEEP)	EACH
02540-4.02.A.6.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 12" THROUGH 18" PIPE (10.1'-15' DEEP)	LINEAR FOOT
02540-4.02.A.7.a	SEWER POINT REPAIR, 12" THROUGH 18" PIPE (15.1'-20' DEEP)	EACH
02540-4.02.A.7.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 12" THROUGH 18" PIPE (15.1'-20' DEEP)	LINEAR FOOT
02540-4.02.A.8.a	SEWER POINT REPAIR, 12" THROUGH 18" PIPE (20.1'-30' DEEP)	EACH
02540-4.02.A.8.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 12" THROUGH 18" PIPE (20.1'-30' DEEP)	
02540-4.02.A.9.a	SEWER POINT REPAIR, 21" THROUGH 24" PIPE (<10' DEEP)	EACH
02540-4.02.A.9.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 21" THROUGH 24" PIPE (<10' DEEP)	LINEAR FOOT
02540-4.02.A.10.a	SEWER POINT REPAIR, 21" THROUGH 24" PIPE (10.1'-15' DEEP)	EACH
02540-4.02.A.10.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 21" THROUGH 24" PIPE (10.1'-15' DEEP)	LINEAR FOOT
02540-4.02.A.11.a	SEWER POINT REPAIR, 21" THROUGH 24" PIPE (15.1'-20' DEEP)	EACH
02540-4.02.A.11.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 21" THROUGH 24" PIPE (15.1'-20' DEEP)	LINEAR FOOT
02540-4.02.A.12.a	SEWER POINT REPAIR, 21" THROUGH 24" PIPE (20.1'-30' DEEP)	EACH
02540-4.02.A.12.b	EACH ADDITIONAL LINEAR FOOT BEYOND THE 10 FEET MINIMUM FOR SEWER POINT REPAIR, 21" THROUGH 24" PIPE (20.1'-30' DEEP)	LINEAR FOOT
02540-4.02.B	SERVICE CONNECTION REMOVAL AND REPLACEMENT	EACH
02540-4.02.D	PAVEMENT BACKFILL FOR POINT REPAIR	CUBIC YARD
02540-4.02.E	HYDROEXCAVATION/ HAND DIGGING	EACH
02540-4.02.F	EACH ADDITIONAL HOUR BEYOND FOUR HOURS OF HYDROEXCAVATION/HAND DIGGING	HOUR
02540-4.02.G	BYPASS PUMPING	ALLOWANCE

END OF SECTION 02540

SECTION 02541
CLOSED CIRCUIT TELEVISION INSPECTION OF SEWER MAINS & CONNECTIONS

PART 1 General

1.01 SCOPE

- A. This Work will consist of cleaning and Pipeline Assessment Certification Program (PACP) internal closed circuit television (CCTV) surveys to digitally inspect and record conditions of existing sanitary sewer mains and connections. Sewer pipes and connections to be inspected are located in both improved streets, arterial and primary roads, backyards and unimproved easements.
- B. The Work covered by this section includes furnishing all labor, competent PACP certified technicians, equipment, tools, accessories, and materials required to clean and inspect the designated sanitary sewer lines.

1.02 SUBMITTALS

A. PACP Requirements

- 1. PACP compliant inspections, logs, data, and photos shall be delivered to the Program Manager (from hereon Program Manager shall be interpreted as “Program Manager or his designee”) on external hard drive(s) which will become property of the Program Manager. Data files shall be formatted to facilitate upload into a PACP compliant Exchange database or internet uploads formats to an FTP site approved by the Program Manager.
- B. Unless otherwise specified all sample submittals shall be delivered to the Program Manager within two weeks of the NTP.
- C. For rehabilitation work, only Post-Rehabilitation PACP submittals will be required by the Purchaser. All CCTV done prior to rehabilitation shall be at the expense of the Subcontractor to ensure conformance with the Specifications.

D. Traffic Control

- 1. Traffic Control Plan shall be submitted to the Program Manager, including the following items:
 - a. Outline of permit acquisition procedure for lane closures.
 - b. Methods for proper signing and barricades, which comply with City of Memphis requirements.
 - c. Major streets (e.g. Shelby County Principal Arterial & Minor Arterial) requiring a City approved permit if taking a lane for mobile operations, secured through Traffic Control Plan submittal to the City and signed by a TN P.E. The City requires two-week lead time for permit processing.
 - i. The Subcontractor will be required to deliver a sample primary/arterial road Traffic Control Plan for review by the City.
 - ii. If the City determines that the nature of the work operation or the type of road in which the Subcontractor is working requires a permit, the Subcontractor will be

required to modify the sample Traffic Control Plan to obtain a permit from the City.

- d. For everywhere else where a permit is not required, the Subcontractor shall develop, provide, and implement a traffic control plan for all mobile operations in accordance with standard MUTCD specifications.

E. Permits

1. The Subcontractor is also responsible for acquiring all necessary disposal and/or landfill site permits as required to perform this work.
 2. Railroad Rights of Way: The Subcontractor shall notify the Program Manager when work or access to manholes and sanitary sewers lie within the 25 feet railroad easement as measured by 25 feet outside the nearest rail of the tracks. To access sewer facilities within the 25 feet of the railroad right of way the Subcontractor shall contact the Program Manager 48 hours in advance who will alert the City's Zone Construction Inspector to coordinate individual railroad direction and guidance.
 3. Permit required confined space entry plans in compliance with the Loss Control Manual.
- F. Copies of National Association of Sewer Service Companies (NASSCO) certification for all field staff conducting PACP inspections.
- G. Sample of PACP compliant television survey log in MS Access format.
- H. Sample of PACP compliant video inspection in MP-4 (Web optimized) format.
- I. Cleaning and CCTV vehicle, equipment, and cleaning supplies list.
- J. Disposal site(s) and appropriate landfill permits for appropriate disposal of all waste materials removed from the sewer during the light and heavy cleaning operations.

1.03 DELIVERABLES

A. Records

1. Pipe Cleaning Record
 - a. The Subcontractor shall provide a dated manifest of the volume or weight of the dewatered sewer cleaning loads taken and dumped at the permitted landfill. Each waste load manifest shall be associated with a list of corresponding sewer segments from where the waste originated.
2. Digital Inspection Record
 - a. In the digital PACP V.6.0.1 compliant format, the Subcontractor shall provide the following information:
 - i. Digital CCTV survey inspection which shall be recorded and shall be continuous as the inspection proceeds through the manholes and sewer pipes. Inspection videos should be delivered in an MP-4 (Web optimized) format.
 - ii. Digital Recordings: The digital recording shall document the visual and audio record of the manhole and sewer pipe inspection and shall be the basis of measurement and payment. Digital recording playback shall be at the same

speed that it was recorded. Original digital recordings for the Project shall be forwarded to the Program Manager on clearly labeled external hard drive(s) in PACP ACCESS format with final report submittals and shall become the property of the Program Manager. Data for a single facility asset will not be split across multiple hard drives. Digital recordings shall be available to the Program Manager by the close of business on the Monday following a week after data acquisition. File naming must be consistent. Additional instructions, naming conventions, file structures, etc. will be provided after contract award.

- (1) Picture Quality: The sewer inspection digital record shall be free of steam, fog, vapor, or other headspace distortion that degrades the quality of the picture from the intended purpose of evaluating the sewer for structural and watertight integrity. If necessary, the Subcontractor shall provide positive ventilation or other means through the sewer pipe to draw out steam, fog, and vapor that will degrade the recorded image of the pipe.

3. Inspection Documentation Logs

- a. Observations made during television inspection shall be documented in an unmodified PACP compliant manner within an electronic inspection log form, supported by accompanying audio, digital photographs and MP-4 (Web optimized) format recording written to an external hard drive and submitted to the Program Manager. Hard copies of completed inspection log photographs shall be furnished to the Program Manager with invoicing.

4. Electronic & Hard Copy Records

a. Reports:

- i. The Subcontractor shall prepare printed inspection log reports for each associated sewer pipes inspected during the actual field inspection activities. These field logs shall then be reviewed by the Subcontractor's technical staff, along with reviewing the associated digital video record, as a means of ensuring that no defects or entries are omitted or incorrect. Edited field logs shall then be used in the final project reports and submitted in pdf format.

b. Draft Report and Final Report:

- i. The Draft Final Report will contain electronic and hard copies of each of the PACP CCTV log pipe segment inspection logs. Digital recordings of the inspections written to an external hard drive and the PACP compliant database of the inspections in ACCESS format shall also be submitted in electronic and pdf format.
- ii. Draft Report shall be delivered to the Program Manager within fifteen working days the last or final inspection. The Program Manager will have two work weeks to review and comment. Subcontractor shall address all comments provided and submit a Final Report within one work week upon receipt of comments. At the Program Manager's discretion a meeting will be held so the Subcontractor can explain the processes used to address the comments.

5. Quality

- a. Rejection of deliverables will be submitted to the Subcontractor via the Program Team in a written communication discussing issues that must be addressed. The Subcontractor will be required to follow up with a response within three business days upon receipt of the written communication. Subcontractors will have seven (7)

calendar days from the rejection notice date to make the necessary corrections and resubmit the data deliverable in its entirety.

PART 2 PRODUCTS

2.01 EQUIPMENT

A. General

1. All equipment used for PACP compliant CCTV sewer segment inspections of existing sanitary sewer mains and connections shall be specifically designed and manufactured for the purpose intended under this Contract. The software and hardware for the electronic capture of the inspection defects and recorded observations must be Version 6.0.1 NASSCO PACP compliant.
2. The Subcontractor shall submit an equipment list to the Program Manager for approval before the commencement of the Work and shall certify that back-up equipment is available and can be delivered to the worksite within 72 hours.
3. The Subcontractor shall provide equipment to perform inspections of sewer mains located in streets, street rights-of-way, backyards, easements and rights-of way that are off-road.
 - a. Including but not limited to portable CCTV equipment, vehicles capable of transporting TV equipment and accessing remote easements, and adequate cleaning equipment rights of way or easement applications.

B. PACP Compliant Software & Data Logger Requirements

1. Data logger
 - a. Internal inspection logs created and captured electronically during the television inspection through the use of commercially available electronic data loggers in the truck are required. NASSCO PACP protocols Version 6.0.1 shall be used for capturing and recording the observations. Audio commentary made during the inspection and captured on the digital video shall correspond with the PACP observations on the log.
 - b. The data logger equipment and software shall allow the Program Manager access directly to the captured electronic data and provide for a non-proprietary export of the data into MS ACCESS databases in accordance with PACP standards for standalone database review.
2. Software must be compliant with the NASSCO PACP V.6.0.1 standards. Follow PACP protocol for recording of observations and defects for sewer mains.
 - a. All software shall be capable of providing complete survey reports in compliance with PACP, and the software shall be the V.6.0.1 of the PACP compliant software.
 - b. The Program Manager has no intent to specify which software the Subcontractor shall use, but requires the software and the submitted database to be fully compliant with PACP V.6.0.1 and capable of being exported to ACCESS databases. No payment will be rendered for improperly formatted data.
 - c. Software and data logger must be capable of capturing sewer main and sewer lateral observations by PACP descriptions, record travel footage along pipeline, and video

time stamp the recorded observations to support hyper linking from the digital record to the event point or location within the digital inspection record. The same requirements apply to still photo images (if provided) which shall follow PACP guidelines and be hyperlinked to the inspection log.

C. Sewer Main CCTV

1. Sewer Main Digital Color Video Camera

- a. All cameras used shall be digital format color CCTV units specifically designed and constructed for use in sewer pipe inspection work. The cameras shall be operable in 100 percent humidity conditions. The camera shall have a high-resolution, 360-degree pan and tilt or rotating head with a wide viewing angle lens and either automatic or remote focus and iris controls. Camera lighting shall be sufficient for use with digital color inspection cameras and for the manhole and pipe diameters identified in the contract.
 - i. Camera, Television Monitor, and Other Components shall be capable of producing a high resolution color digital inspection record.
 - ii. Video file to be in MP-4 (Web optimized) format
- b. In all cases, the complete digital inspection system (camera, lens, lighting, cables, monitors, and recorders) shall be capable of providing a digital picture and digital video quality acceptable to the Program Manager. Inadequate lighting, image distortions, blurry or murky images, and dirty lenses will be a cause for rejection. No payment will be made for unsatisfactory inspections and the Subcontractor shall perform work until deliverable is of acceptable quality. Digital video cameras/digital recorders not specifically intended for use for internal television inspection of manholes and sewer lines shall not be permitted.
- c. Pan and tilt type camera, capable of turning at right angles to pipe's axis over an entire pipe wall perimeter shall be used.
 - i. The camera lens shall be capable of self-righting itself after a lateral view or connection view with a return view down the pipe with a "home" capability for the lens.
- d. Lighting shall be suitable to allow clear picture of entire inner pipe wall extending at least 10 feet in front, including black High Density Polyethylene (HDPE) pipe.
- e. Document header and observations shall be in accordance with PACP V.6.0.1 protocols.

D. Cleaning Equipment

1. Hydraulic sewer pipe cleaners or combination hydraulic/vacuum cleaners shall be specifically designed and constructed for such cleaning.
2. Mechanical sewer pipe cleaners shall be specifically designed and constructed for such cleaning.

3. The Subcontractor shall possess equipment capable of hydraulically or mechanically cleaning a minimum of 1,000 linear feet of pipe from one direction and have a minimum 1,000 linear feet of hose or cable on-site during the cleaning execution.
4. Hydraulic sewer pipe cleaners shall be specifically designed and constructed for such cleaning. The sewer cleaner shall have a minimum usable water capacity of 600 gallons and a pump capable of delivering at least 30 gallons per minute at 1,500 psi at the nozzle.
 - a. The hydraulic cleaning equipment shall have multiple hydraulic cleaner hose nozzles for a variety of sewer cleaning conditions, including grease, roots, debris and granular materials.
 - b. Vacuum equipment shall be capable of lifting debris removed from the segment from the downstream manhole.
5. Mechanical sewer pipe cleaners (cable machines with buckets, brushes, swabs, root cutters, and power rodders with similar capability) shall be capable of controlled forward and reverse travel through the sewers without inflicting damage to the existing pipe in removing rocks, grit and other heavy debris and roots.

PART 3 EXECUTION

3.01 INSPECTIONS

A. CCTV Inspection of Sewer Mains

1. Cleaning
 - a. Sewer pipe cleaners or combination hydraulic-vacuum cleaners must accompany CCTV units at all times. Ideally, sewers lines are to be cleaned and then followed immediately by CCTV inspection. All sewers must be cleaned in advance of CCTV during the same calendar day they are inspected.
 - b. Light Cleaning
 - i. Before CCTV work, the Subcontractor shall light clean the sewer line from manhole to manhole, from upstream to downstream direction unless an obstruction is encountered, one sewer section at a time and performed as efficiently as possible at the Subcontractor's discretion.
 - ii. Materials shall not be passed from one sewer segment to another but must be trapped and removed from each sewer segment prior to CCTV inspection.
 - c. Heavy Cleaning
 - i. If a camera is inserted and additional debris or impediments to inspection are observed following the required light cleaning, heavy cleaning shall be approved by the Program Manager. Sections of pipe containing significant roots, large areas of debris, and/or several inches of depth of sands and gravels that will require the use of additional hydraulic nozzles, cable/bucket machine, power rodders and root cutters is considered heavy cleaning.
 - ii. Heavy cleaning will be proposed by the Subcontractor and approved by the Program Manager. The Subcontractor must obtain prior approval for heavy cleaning in each sewer segment in order to receive payment for heavy cleaning.

d. Cleaning Execution

- i. No roots, grease or debris from light or heavy cleaning shall be passed from sewer segment to sewer segment during the cleaning operation. All debris flushed from the sewer must be collected, captured, and removed from the sewer at the downstream manhole.
- ii. Roots shall be removed in the sections where root intrusion is a problem. Special precautions shall be exercised during the cleaning operation to assure complete removal of visible roots from the joint area and so as not to incur further damage to the pipe. Any visible roots that may impact rehabilitation efforts shall be removed. Fine roots are allowed if the Subcontractor made a heavy cleaning attempt to remove roots with proper root removal means. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters and porcupines, and hydraulic procedures such as high-pressure jet cleaners.
- iii. The Subcontractor is responsible for safe, responsible and legal handling and disposal of all material and debris removed from the sewers. The Subcontractor is responsible for all permits and landfill fees associated with the disposal of debris collected and removed from the sewer.
- i. Proper disposal arrangements are the exclusive responsibility of the Subcontractor. The Subcontractor shall provide a dated manifest of the volume and weight of the dewatered sewer cleaning loads taken and dumped at the permitted landfill. The Subcontractor shall not dispose of debris at a City of Memphis Wastewater Treatment Plant. Each waste load manifest shall be associated with a list of corresponding sewer segments from where the waste originated.

2. Sewer Flow Levels During Inspection Operations

- a. Maintain low sewer flow during inspection by using sandbags or flow-through plugs or by inspecting during low flow times of day, evening, or early morning hours while camera is moving and recording observations in the sewer segment. Any items used to restrict flow shall be removed immediately after intended use.
 - i. Flow-through Plugs: If used, secure the plugs so as to remain in place during inspection. Use a fail-safe device at the downstream pipe connection to ensure the plug is not lost in the downstream sewer segment if it becomes dislodged from the upstream pipe connection.
 - ii. Conduct all cleaning and CCTV operations to prevent building backups and sewer overflows.
 - iii. Subcontractor shall be responsible for cleanup, repair, fines, property damage costs, and claims for any sewage backup, spillage or sanitary sewer overflow during or as a result of the cleaning and inspection operations.
- b. Allowable Depth of Flow For Inspection Operations
 - i. For effective inspection, all flow shall be minimized in the segment being inspected. However, the depth of flow at the upstream manhole of the interceptor section being worked shall be within the specified limits provided herein.

- c. Maximum Allowable Depth of Flow for CCTV Inspection
 - i. 6 - 10 inch diameter Pipe - 20% of pipe diameter
 - ii. 12 - 18 inch diameter Pipe - 25% of pipe diameter
 - iii. 24-inch diameter and Larger Pipe - 30% of pipe diameter
 - iv. Exceptions to these guidelines shall result in rejection, and non-payment, of the CCTV inspection unless approved in advance by the Program Manager.
- 3. Camera Operations
 - a. Using the pan/tilt feature, pan the interior of the manhole for record purposes in accordance with V.6.0.1 PACP protocols and begin and terminate the inspection in the starting and ending manholes.
 - i. Capture the inside of manhole walls, manhole channel, and pipe connection to wall at both upstream and downstream manhole and lateral connections using the digital mainline sewer camera and the pan/tilt feature.
 - b. Place the camera at center of manhole and commence video before entering pipe.
 - i. Start footage counter at manhole wall/pipe connection or at a short pre-measured distance down the pipe for the sewer segment inspection.
 - c. Connections: The digital camera shall be used to look at connections and up laterals from the connection in the main sewer pipe being inspected. The camera shall pause, pan, and record all connections. Conditions noted in these sidelines and laterals shall be noted on the inspection logs.
 - d. Mainline camera operations:
 - i. Move through line at speed no greater than 30 feet per minute stopping for minimum 10 seconds to record lateral connections, mainline connections, defects, and features and points of interest.
 - ii. Do not float camera.
 - iii. Maintain technical quality, sharp focus, and distortion free picture with the camera lens centered in the pipe for the different diameters inspected.
 - (1) Eliminate steam in line for duration of inspection.
 - (2) Utilize blower as needed to defog sewer line.
 - iv. Digitally record a complete sewer segment in its entirety with no breaks, “blink-outs,” or interruptions from manhole to manhole according to PACP V.6.0.1 formats.
 - v. Pan, tilt, and rotate as necessary to best view and evaluate lateral connections, pipe defects, features, obstructions, and points of interest.
 - vi. Use power winches, powered rewinds, self-propelled tractors, or other devices that do not obstruct camera view or interfere with proper documentation of sewer conditions to move camera through sewer.

- (1) Whenever non-remote powered and controlled winches are used, set up telephones or other suitable means of communication between manholes to insure good communication.
- vii. Use hydraulic jet nozzle pressure and flow to remove standing water from depressions or sags in the sewer, if necessary, for complete inspection of the sag portion of the sewer segment.
- viii. Measurement for location of defects and service laterals:
- (1) At ground level by means of Program Manager-approved footage counter or metering device.
 - (2) Electronic display measurement meters: Accurate to PACP standards over length of section being televised.
 - (3) Do not pull unnecessary length of slack camera cable if it impacts the footage counter.
- ix. Stop camera at service connections and inspect lateral with pan and tilt camera.
- (1) Identify building connection in PACP compliant terms as active, capped, or abandoned.
 - (2) If no wastewater flows are being discharged from building, consider steady, clear observed flow as infiltration/inflow.
- x. Identification of Defects
- (1) If roots, sludge, or sediment material impedes inspection after the light cleaning, withdraw camera and perform heavy cleaning at the direction of the Program Manager.
 - (2) Upon completion of heavy cleaning operation, resume internal inspection.
 - (3) Furnish media confirmation for heavy cleaning (more than three passes with jet cleaner) to Program Manager.
 - (4) If protruding tap impedes inspection trim protruding tap to 1/2 inch.
- xi. If obstructions are not passable and cannot be removed by sewer cleaning, withdraw CCTV equipment and perform a reverse inspection from opposite end of the sewer segment in accordance with PACP protocols.
- (1) Subcontractor shall be responsible for costs associated for reverse set-ups when an obstruction is encountered that cannot be passed.
 - (2) Subcontractor shall be responsible for all judgments and impacts as to whether an obstruction in the sewer main can be passed. Costs involved in extracting a stuck camera in the sewer main will be borne by the Subcontractor and at no additional cost to the Program Manager.
 - (3) When additional obstructions are encountered after reversal of equipment and no means are available for passing a second obstruction in order to complete the sewer main inspection, remand the segment inspection to the

Program Manager for resolution. The portion of the main inspected will be paid for as prescribed.

xii. Undocumented facilities

- (1) If undocumented manholes or sewer mains (facilities not on the field updated GIS sewer maps) are encountered during the inspection, the Subcontractor needs to complete the documentation requirements per PACP requirements and capture on the video the following:
 - (a) Approximate horizontal distance from the upstream or reference manhole.
 - (b) Approximate depth of the undocumented manhole by turning the pan/tilt camera vertically and estimating the height of the cover from the invert.
 - (c) A provisional manhole asset ID number shall be used by the Subcontractor by adding a dash and two-character number to the closest upstream manhole ID.

xiii. Retrieval of Stuck Equipment

- (1) The Subcontractor is responsible for hiring a licensed sub-Subcontractor to retrieve any equipment/foreign objects that get stuck in the sewer system through the execution of the scope of work (fallen cameras, jet nozzles, inflatable plugs, sandbags etc.) at the Subcontractor's own cost. Such retrieval by an appropriately licensed sub-Subcontractor shall be made within 72 hours to avoid interfering with the City of Memphis sewer system operations. Any and all impacts and related costs due to the Subcontractor's equipment in the line shall be the responsibility of the Subcontractor. Subcontractor shall follow SARP10 sewer point repair specifications outlined in "Section 02540 Sanitary Sewer Point Repairs" and "Section 02950 Removal and Replacement of Pavements and Incidentals" during retrieval of equipment. Also per "00585.2.2 Safety, Health, and Accident Prevention Program," Purchaser must approve sub-tier Subcontractors prior to mobilization to the jobsite.

4. Quality Assurance

- a. With each monthly invoice the Subcontractor shall provide a QA/QC memo documenting that 10% of the previous month's CCTV data has undergone a random, independent review by a PACP certified reviewer using NASSCO standards for Television Inspection of Main Sewer and PACP Quality control as the basis for the QA/QC procedures. The independent reviewer shall be a Tennessee P.E. or is a P.E. in another state and has a Tennessee P.E. license pending. Each line segment which has been randomly reviewed shall be identified in the QA/QC memo as well as any subsequent findings or recommendations. Internal independent QA/QC is acceptable, as long as the person is a Tennessee P.E. or is a P.E. in another state and has a Tennessee P.E. license pending. Failure to submit the QA/QC memo shall delay payment of the current month's invoice.
- b. For all new Subcontractors and Operators who begin PACP coding, an initial review of CCTV data will consist of reviewing, at a minimum, 20 of the first 100 PACP inspection records submitted. Subsequent reviews will be based on the results of the initial reviews as explained below.

c. Auditing Procedures:

- i. Header Information: As explained in the NASSCO PACP Quality Control Standards each audited inspection record is given an accuracy level for the header information and the detailed observation records. It is expected that the accuracy of the header record exceed 90% because the majority of the contents are based upon facts and not subject to operator judgment. To assess the accuracy level of the header, record the number of errors as compared to the total number of header fields using the following formula:

(1) **$100\% - (\text{error count}/\text{total header fields}) * 100\% = \text{Header Accuracy}$**

- ii. Detailed Observations: Determining the accuracy level for the detailed observation records is similar to the method for assessing the header record. The main difference being that a defect observation has multiple data entries that must also be counted towards the total number of entry fields. In the event that a defect is not coded all of the required entries for coding the missed defect are counted towards the total error count. The following formula is used to calculate the accuracy level of the detailed observation records:

(1) **$100\% - (\text{error count}/\text{total entries}) * 100\% = \text{Detail Accuracy}$**

iii. Review Scoring and Results

- (1) Satisfactory Review, No changes required. Accuracy Level of 90% or above for both the Header Record and Observation Detail with no major errors or omissions found.
- (2) Unsatisfactory Review (below levels of acceptance) will not be accepted by the Program Manager and will not be considered payable items in the Subcontractor's Request for Payment.

5. Deliverable Documentation

a. Mainline Sewer

- i. Submit V.6.0.1 PACP compliant records, logs, and electronic inspection data for sewer line inspection to Program Manager by the close of business on the Monday following a week after data acquisition.
- ii. Monthly QA/QC memo submittal listing which segments have been randomly reviewed, as well as any subsequent findings or recommendations.
- iii. Digital videos, data, and photos shall be delivered to the Program Manager on external hard drives which will become property of the Program Manager.
- iv. Data files shall be formatted to facilitate upload into a PACP Exchange Database with the approval of the Program Manager.
- v. Inspections displaying poor digital video/audio quality will be rejected. Quality refers to, but is not limited to, grease or debris on lens, camera under water, image too dark or light, image washed-out, distorted image, out of focus images, lines improperly cleaned, and poor/no audio.
- vi. Subcontractor will re-televisualize rejected inspections and resubmit inspections at no additional cost to the Program Manager.

- b. Map changes/undocumented manholes:
 - i. For map changes identifying undocumented manholes and network changes which were found as a result of field inspections or observations, a Map Edit Form shall also be prepared and supplied by the Subcontractor with a drawing or sketch and shall indicate special details, field measurement or distances, or locations about an observed undocumented manhole or a change to the sewer network. The Map Edit Form should also identify buried manholes and siphons that have been encountered.
 - ii. Subcontractor shall indicate all buried manholes identified in the field via CCTV using the provided Buried Manhole Form. Any additional manholes that have not been located or verified via CCTV but are impeding the completion of required CCTV work should be designated as unable to locate (UTL) and be included on the form.
 - c. Incident observation and data collection:
 - i. The Subcontractor shall report all buried manholes, pipe collapses, large void, utility conflicts, Unable to Complete line segments, and heavy cleaning requests to the Program Manager through the program-defined reporting application (Teamworx) and shall fill out all required fields and attach picture documentation as necessary. At least one picture shall be included showing the incident or condition of the sewer line encountered that required it to be recorded. All reported incident observations will be monitored by the Program Manager and inadequate reporting will result in a meeting between the Program Manager and Subcontractor.
6. Easement or Turf Operation
- a. The Subcontractor will restore the work area to its original condition as quickly as possible after the inspection is complete. The Subcontractor will not be allowed to postpone restoration of the site until the end of the project.

PART 4 MEASUREMENT & PAYMENT

4.01 MEASUREMENT

A. Light Cleaning & CCTV Inspection

- 1. Light cleaning and mainline CCTV inspection shall be measured by linear foot by each diameter of mainline sewer inspected and documented in accordance with the specification.

B. Heavy Cleaning

- 1. Heavy cleaning shall be measured by linear foot of each diameter of heavy cleaning approved by the Program Manager and documented.

C. Remote Trimming of Protruding Service Lateral

- 1. Remote trimming of protruding service lateral that prevent a thorough inspection of the pipe will be measured per each.

4.02 PAYMENT

A. Mainline CCTV Inspection

1. Light cleaning and mainline CCTV inspection shall be paid for at the unit price for each linear foot of each diameter inspected and documented in accordance with the specification.
2. The unit price for Light Cleaning and Mainline CCTV inspection shall cover the entire cost of the required light cleaning and CCTV inspection and reporting in accordance with PACP V 6.0.1 format, including but not limited to labor, mobilization and access, CCTV equipment, recording media, traffic control, light cleaning of mainline sewer, documenting results in PACP records and logs, digital format recordings, photo equipment, power supply for equipment, interim and final reports and all other appurtenant work.
3. No additional payment will be made for:
 - a. Re-inspection due to rejected inspection and/or records for any reason.
 - b. Reversals.
 - c. Performing excavation and associated sewer point repair to retrieve a stuck CCTV camera or hydraulic cleaning hose/nozzle.
 - d. Incomplete electronic logs.
 - e. Unapproved duplication of inspections: The Subcontractor is responsible to ensure duplications do not occur.

B. Heavy Cleaning

1. Heavy Cleaning shall be paid for at the unit price for each linear foot of each diameter of heavy cleaned sewers at the direction of the Program Manager and in accordance with the specification.
2. The unit price for Heavy Cleaning shall include the entire cost including but not limited to labor, mobilization and access, traffic control, appropriate disposal of sewer debris removed from sewer at permitted site and all other appurtenant work. Payment includes non-hydraulic jet efforts such as porcupines, cutters, power rodding, clam buckets, and other mechanical means, traffic control, and re-cleaning with hydraulic jet, labor, materials, and equipment necessary to clean mainline sufficiently to allow video reviewers a clear picture of pipe conditions.
3. No additional payment will be made for:
 - a. Additional passes of heavy cleaning if the inspection observation reveals roots, grease or other debris remaining in the sewer after the heavy cleaning passes.

C. Remote Trimming of Protruding Service Lateral

1. Remote trimming of protruding service lateral that prevent a thorough inspection of the pipe will be measured per each.

4.03 PAYMENT WILL BE MADE UNDER:

Item No.	Pay Item	Pay Unit
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02541-4.01.A	LIGHT CLEANING & MAINLINE CCTV INSPECTION FOR EACH DIAMETER	LF
02541-4.01.B	HEAVY CLEANING FOR EACH DIAMETER	LF
02541-4.01.C	REMOTE TRIMMING OF PROTRUDING LATERAL	EACH

END OF SECTION 02541

SECTION 02630
SITE PREPARATION AND RESTORATION

PART 1 GENERAL

1.01 SCOPE

- A. This Work shall consist of the removal of brush, rubbish, fences, structures, abandoned appliances, building foundations, all trees, shrubs and plants not to be protected, and all other obstacles within the right-of-way / easement limits shown on the Plans and/or in the Special Instructions; the disposal of debris; and the restoration and/or protection of trees, shrubs, plants, fences, turfed areas, and structures after construction of drainage facilities is completed.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. All equipment for the satisfactory performance of the work shall be on the project and approved before the work will be permitted to begin.

PART 3 EXECUTION

3.01 RIGHT-OF-WAY AND EASEMENT

- A. The Subcontractor shall confine his construction activities within the rights-of-way and/or easements as shown on the Plans and easement/rights-of-way plats provided by the owner. The Subcontractor shall be responsible for obtaining written agreements for use of private property outside of City of Memphis acquired rights-of-way/easements for such purposes as storage of material and equipment and access to the construction site. The Subcontractor shall provide a copy of all such written agreements to the Purchaser immediately upon obtaining the necessary documentation.

3.02 EXISTING OBSTRUCTIONS

- A. Where applicable, locations of obstructions shown on the Plans are approximate and are shown only for information purposes and are not intended as an accurate location of such obstructions. Obstructions not shown on the Plans but encountered by the Subcontractor shall be removed as necessary and, if directed by the Owner, replaced in their original state or protected by the Subcontractor at no additional cost to the Purchaser.

3.03 REMOVAL OF VEGETATION

- A. The rights-of-way/permanent easements shown on the Plans and right-of-way/easement plats shall be cleared of all dead trees, living trees, stumps, brush, projecting roots, hedge, weeds, pole stubs, logs, and other objectionable material, vegetation and growth. This work shall include the removal of all trees, shrubs, and plants not suitable for moving and replanting as determined by the Owner. All trees, stumps, roots, pole stubs, brush, hedge, and other protruding obstructions within the rights-of-way/easements shall be removed to within 3 inches of existing ground. This work shall be done well in advance of excavation operations. Trees and shrubs to be replanted shall be extracted with an ample ball of earth around roots so that transplanting may be successful. The root ball shall be wrapped in burlap. Vegetation stored for replanting shall be watered sufficiently to protect the root system from dehydration.
- B. Low hanging branches and unsound branches on trees or shrubs designated to remain, shall be removed. All trimming shall be done by skilled workmen and in accordance with good tree surgery practices.

3.04 REMOVAL OF OBSTRUCTIONS

- A. Existing fence material and posts within the rights-of-way/easement limits shown on the Plans and right-of-way/easement plats shall be moved from the construction area and stored in such a manner as to protect them against damage. The Subcontractor shall be responsible for the condition of the removed fence material and posts. The Subcontractor shall demolish and remove all structures and structure foundations within the rights-of-way/easement limits unless otherwise instructed by the Purchaser. Such structures and foundations shall be removed to 12 inches below the subgrade elevation or as directed by the Purchaser. If permitted by the Purchaser, the Subcontractor shall backfill basements, cisterns, and the like in an approved manner. The Subcontractor shall remove all abandoned vehicles, appliances and rubbish within the rights-of-way/easement limits.

3.05 PROTECTION OF OBSTRUCTIONS OUTSIDE RIGHT-OF-WAY/EASEMENT LIMITS

- A. The Subcontractor shall protect and avoid damage to all trees, shrubs, plants, fences, turfed areas, structures, and all other objects outside of the right-of-way/easement limits shown on the Plans and right-of-way/easement plats from damage due to construction operations. Damage caused by the Subcontractor shall be repaired or restored at no cost to the Purchaser. Particular care shall be used to avoid damage to trees, shrubs, bushes, turfed areas, and private property located adjacent to rights-of-way/easements on private property. No trees, plants, turfed areas, or other objects outside such limits shall be disturbed or damaged without the written permission of the property owner.

3.06 SPECIAL PROTECTION OF OBSTRUCTIONS INSIDE EASEMENT LIMITS

- A. Wherever the underground installation of drainage facilities conflicts with other improvements previously made by the Purchaser, other governmental bodies, or adjacent property owners, the Contractor shall be responsible for their protection and preservation, including necessary removal and storage of such improvements, and subsequent replacement to obtain, to the fullest extent possible, the undisturbed condition.

3.07 DISPOSAL OF DEBRIS

- A. All trees, brush, logs, snags, leaves, sawdust, bark, construction debris, and refuse shall be collected and disposed of in accordance with all applicable City codes and ordinances. Debris shall be removed from the site as soon as practical and shall not be left until the completion of the contract. If burning of debris is allowed by the Purchaser, the Subcontractor must obtain and pay for a permit from the City of Memphis Department of Fire Prevention and all precautions necessary shall be exercised to prevent the spread of fire and such burning shall be in accordance with Division 1, "General Requirements" of these Specifications. Burning shall be done only at approved locations and in conformity with the laws, ordinances, and requirements of agencies and officials having jurisdiction. When materials are to be disposed of, the Subcontractor shall obtain written permission before hand from the property owner on whose property the disposal is to be made and shall file a copy of such permit with the Purchaser. Unless otherwise provided in the Contract Documents, the Subcontractor shall make his own arrangements for disposing of such materials off site.

3.08 REPLACEMENT OF VEGETATION

- A. As soon as backfill operations permit, the Contractor shall replace transplanted trees, shrubs, and plants. The Contractor shall properly water the transplanted vegetation immediately upon replanting and at suitable intervals thereafter. If shrubs, plants, or trees die after transplanting and before final acceptance of the Work, the Contractor shall at his expensed replace same with equal shrubbery, plants, or trees.

3.09 REPLACEMENT OF FENCES

- A. Any fences disturbed within the rights-of-way/easement limits shall be replaced to the satisfaction of the Purchaser. Fences in such poor condition that they cannot be removed and replaced shall be replaced with new fence material similar in original quality, size, and appearance to the removed fence or a written release shall be obtained from the property owners. For chain link fence, new fence materials and construction methods shall conform to the requirements of Specification Section 02820. For box culvert or pipe construction, any fences removed shall be replaced in their original location. Any fence damaged during construction shall be restored to original or better condition. For channel lining construction, removal of fences shall be performed with care and the fence rolled up or stacked and stored on the owner's property. All side yard fences within the easement shall be replaced or extended to the new channel with in-kind fence material.

3.10 ESTABLISHMENT OF TURFED AREAS

- A. After final restoration of settled trench surfaces, all areas within the right-of-way or permanent easement limits which were established turfed areas prior to construction will be sodded in accordance with Specification Section 02921. All cut or fill slopes constructed for new drainage facilities will be sodded in accordance with Specification Section 02921 and in conformity with City cross-sections.

3.11 RESTORATION OF OTHER TURFED AREAS

- A. All areas outside the right-of-way, permanent easement, or cut and fill slopes shall be restored as nearly as practical to their original condition at the Contractor's expense. Finished lawn areas upon which earth has been deposited shall be cleared to the level of the existing sod and then raked and watered. Areas where sod has been damaged, destroyed, or ruts have been filled in shall be resodded. Areas where sod is only slightly damaged may be lightly reseeded, if so permitted by the Purchaser. Sodding and seeding materials and construction methods shall conform to the requirements of Specification Section 02921.

PART 4 MEASUREMENT & PAYMENT

4.01 MEASUREMENT

A. Site Preparation and Restoration

1. No measurement of area will be made. When changes in the Contract Documents affect the rights-of-way/easement area, a proportionate adjustment for the increased or decreased area will be made.
2. When the bid form does not contain an item for Site Preparation and Restoration, this work will be required within the construction limits and will not be paid for directly but will be considered as a subsidiary obligation of the Subcontractor under other contract items.

4.02 PAYMENT

A. Site Preparation and Restoration

1. If the line items shown in Section 4.03 are included on the bid form, payment will be made for Site Preparation and Restoration at the contract lump sum price, which price will be full compensation for removal and/or protection of trees, shrubs, plants, brush, rubbish, fences, man-made obstructions including but not limited to structures, abandoned appliances,

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building foundations, and all other obstructions as may directed by the Owner; the disposal of debris and obstructions removed; and the restoration of trees, shrubs, plants, fences; restoration of turfed areas outside of right-of-way, permanent easement and cut and fill slopes, and all other items as shall be specified in the Plans and Contract Documents or directed by the Owner. If the line items shown in Section 4.03 are not included on the bid form, this work will not be paid for directly but will be considered as a subsidiary obligation of the Subcontractor under other contract items.

4.03 PAYMENT WILL BE MADE UNDER:

Item No.	Pay Item	Pay Unit
02630-4.01.A	SITE PREPARATION AND RESTORATION	LUMP SUM

END OF SECTION 02630

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SECTION 02742 COLD MIX ASPHALT

PART 1 - SCOPE

This work shall consist of furnishing, placing, and compaction of cold mix asphalt (bituminous plant mix), for use as a general purpose paving material for areas not defined on the Plans, but as directed at the site by the Purchaser. Uses might include pavement patching for street surfaces damaged in construction activities, patching pavement for utility cuts, or such other uses as might be encountered at the site or near the site of the Work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS.

A. Mineral Aggregate.

1. The mix aggregate for cold bituminous plant mix shall consist of crushed stone meeting the quality requirements of ASTM D 692. The amount of the material finer than 200 mesh shall not exceed 1.0 percent. If all material finer than the 200 mesh sieve consists of the dust of fracture, essentially free from clay or shale, the percentages may be increased to 1.5.

The mix aggregate shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1"	100
3/4"	90-100
1/2"	---
3/8"	30-65
No. 4	5-25
No. 8	0-10
No. 16	0-5

2. Key or choker aggregate shall be crushed stone or crushed gravel meeting the same quality requirements as the mix aggregate and shall meet the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1/2"	100
3/8"	85-100
No. 4	10-30
No. 8	0-10
No. 16	0-5

B. Asphalt.

Asphalt shall be Emulsified Asphalt, Grade AE-3 as specified in Section 904 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

C. Composition of Mixtures.

The specified material aggregate and bituminous material shall be combined in such proportions as to produce mixtures within the following master composition limits:

Proportions of Total Mixture, Percent by Weight	
Mineral Aggregate	93.0-95.0 percent
Emulsified Asphalt	5.0-7.0 percent

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2.02 EQUIPMENT.

All equipment necessary for the satisfactory performance of this work shall be on hand and inspected before work will be permitted to begin.

PART 3 - CONSTRUCTION REQUIREMENTS

3.01 GENERAL.

The location and designated surface upon which cold mix asphalt is to be placed shall be as directed by the Purchaser. Unless otherwise instructed by the Purchaser, the placing of material shall meet the construction requirements and shall be in accordance with the applicable paragraphs Specification Section 02710.4 Part 3. Cold mix asphalt is to be used as a temporary patch only. Cold mix asphalt shall be removed and replaced with hot mix asphalt when hot mix is available. Hot mix asphalt shall be per Specification Section 02950.

PART 4 – MEASUREMENT

4.01 COLD MIX ASPHALT.

Cold mix asphalt for general use will be measured for payment by the ton complete in place.

PART 5 – PAYMENT

5.01 COLD MIX ASPHALT.

Cold mix asphalt for general use will be paid for at the contract unit price per ton, which price will be full payment for preparation of surface to receive material and furnishing, laying, and compaction of the material. Removal of cold mix asphalt shall be considered incidental to the this item and no separate payment will be made.

5.02 PAYMENT WILL BE MADE UNDER:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02742-5.01	COLD MIX ASPHALT	Ton

END OF SECTION 02742

**SECTION 02820
 CHAIN LINK FENCE**

PART 1 GENERAL

1.01 SCOPE

- A. This work shall consist of the construction of chain link fences and gates in accordance with these Specifications and at the locations and in conformity with the lines, grades, and dimensions shown on the Plans or as directed by the Owner. Chain link fence may be located atop concrete channel lining walls, retaining wall or similar structure, or may be located independently of structures.

PART 2 PRODUCTS

2.01 MATERIALS.

- A. Materials used throughout the project shall be of constant design and manufacture in respect to individual items or parts, excepting where the proposed fence will be an extension of an existing fence, in which case the new fence shall be constructed of materials similar in appearance to those in the existing fence and continued until broken by cross street, railroad, fence ditch, or other physical feature. Unless otherwise directed, new materials shall be as described hereinafter.

B. Fabric.

- 1. The fabric shall be zinc coated steel chain link type meeting the requirements of AASHTO M 181 for Type I, Class B fabric (zinc coating = 2 oz/ft²). All chain link fabric shall be manufactured of No. 9 gauge wire pickets, forming a uniform 2 inch mesh, and shall be of the height shown on the Plans or specified in the Contract Documents. Fabric up to and including 60 inches high shall be knuckled at the top and bottom selvage and fabric over 60 inches high shall be twisted on the top selvage and knuckled on the bottom selvage.

C. Line Posts.

- 1. Line posts shall be zinc coated steel pipe or H-sections of the following dimensions and of the lengths shown on the Plans or specified herein:

Fence Height (pounds)	H - Section				
	Nominal Size (inch)	Outside Diameter (inch)	Weight Per Foot (Pounds)	Dimension (inches)	Weight Per Foot
6 feet or less	1 ½	1.9	2.72	1.875 x 1.625	2.70
6 feet to 8 feet	2	2.375	3.65	2.25 x 1.95	4.10

- 2. Steel pipe shall conform to ASTM A 120 or AASHTO M181-85I Grade 2 and H-Sections shall be produced from ASTM A 570 and ASTM A 572, Grade 45. The weight of zinc coating shall be a minimum of 1.8 oz/square foot. The weight of zinc coating and weight per foot for steel post meeting the requirements of AASHTO M181-85I grade 2 may vary from the above noted values.

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- D. End Posts, Corner And Pull Posts, And Braces.
- E. End posts, corner posts, and pull posts shall be zinc coated steel pipe or square sections of the following dimensions and of the lengths shown on the Plans or specified herein:

Foot	Fence Height (pounds)	Steel Pipe			Square Section	
		Nominal Size (inch)	Outside Diameter (inch)	Weight Per Foot (Pounds)	Outside Dimension (inches)	Weight Per
	6 feet or less	2	2.375	3.65	2.0	3.60
	6 feet to 8 feet	2 ½	2.875	5.79	2.5	5.70

- 1. Diagonal braces shall be 1 ¼ inch (1.660 inch O.D.) galvanized steel pipe, weighing 2.27 pounds per foot. Steel pipe and square sections shall conform to ASTM A 120 or AASHTO M181-85I Grade 2. The weight of zinc coating and weight of pipe per foot for steel post meeting the requirements of the AASHTO M181-85I grade 2 may vary from the above noted values.

F. Top Rail:

- 1. Top rail shall be used when specified on the Plans in lieu of top tension wire. The top rail shall be 1 ¼ inch (1.660 inch O.D.) galvanized steel pipe, weighing 2.27 pounds per foot, meeting the requirements of ASTM A 120 or AASHTO M181-85I Grade 2. Top rails in random lengths shall be fitted with expansion sleeves for connecting lengths into a continuous run or shall have a 3 inch swagged end. Suitable fittings shall be provided for securing top rail to each gate, corner, and end post.

G. Barbed Wire:

- 1. Barbed wire shall consist of two No. 12 ½ gauge, twisted steel strands with No. 14 gauge four-point barbs spaced not more than 5 inches apart. The galvanized strands shall meet the requirements of ASTM A 121, Class II coating.

H. Miscellaneous Fittings And Hardware:

- 1. Zinc coated miscellaneous fittings and hardware shall be commercial grade steel or better quality, pressed, wrought, or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric, posts, and wires of the quality specified herein. All steel fittings and hardware shall be galvanized in accordance with AASHTO M 111.

I. Barbed Wire Support Arms:

- 1. Barbed wire support arms shall be single arms for carrying 3 barbed wire strands. Barbed wire support arms for line posts shall be at an angle of 45 degrees (plus or minus 5 degrees) and shall be fitted with clips or other suitable means for attaching three lines of barbed wire, with the top strand of barbed wire 12 inches (plus or minus 1 inch) above and horizontally from the fence line, and the remaining two strands of barbed wire spaced uniformly between the top of the fence fabric and top strand of barbed wire. Support arms

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shall be capable of withstanding a load of 250 pounds when the base is clamped securely and the vertical load applied from where the outer strand of barbed wire passes over the arm.

J. Wire Ties:

1. Wire ties shall be No. 9 gauge and shall be either zinc coated steel, aluminum coated steel or aluminum alloy and sufficient in strength and other properties to provide a balanced design when used in conjunction with fabric, posts, and wire of the qualities specified herein. When tension wire is used, wire ties and clips for fastening fabric to tension wire shall be No. 11 gauge.

K. Tension Wire:

1. Tension wire shall be used at the bottom of fencing fabric when not otherwise secured and used at the top unless a top rail is specified. Tension wire shall be No. 6 gauge, spring rolled, aluminized steel wire.

L. Truss Rods and Turnbuckle:

1. Truss rods shall be 3/8 inch diameter steel rods and shall be equipped with a turnbuckle having a take-up of not less than four inches and shall be galvanized in accordance with AASHTO M 111.

M. Fence Gates:

1. Fence gates shall be of the kinds and sizes shown on the Plans or specified in the Contract Documents. They shall be of the swing type, complete with latches, stops, keepers, hinges, and fabric. The latch shall have provision for fastening with a padlock. The gates shall be covered with fabric matching the fence. The hinges shall be of adequate strength to support the gate and shall not twist or turn under action of the gate. The gates, gate posts, and braces shall be of the same material and finish as the adjoining fence. All gate posts and rails shall be furnished complete with ball caps and rail ends.
2. Posts, braces, and framing members for chain link fence gates shall be zinc coated steel pipe meeting the requirements of Specification Section 02820 Paragraph 2.01.C. Gate post shall be 2 ½ inch (2.875 inch O.D.) pipe weighing 5.79 pounds per foot for gate widths of 5 feet or less; and 3 ½ inch (4.0 inch O.D.) pipe weighing 9.10 pounds per foot for gate widths between 5 feet and 13 feet.
3. Framing members and interior bracing shall be of the following minimum dimensions:

Framing and Bracing

Fence Height	Nominal Size	Outside Diameter	Weight Per Foot
6 feet or less	1 ¼	1.66	2.27
6 feet to 8 feet	1 ½	1.90	2.72

- a. Gate frames shall be welded at all corners or assembled with corner fittings. When corner fittings are used, gates shall have truss rods as specified in Specification Section 02820 Paragraph 2.01.J to prevent sag or twist. All welded joints shall receive

a shop applied zinc coating equivalent in thickness to that of the members being joined.

4. Fabric shall meet the requirements of Specification Section 02820 Paragraph 2.01.A.
5. Barbed wire shall meet the requirements of Specification Section 02820 Paragraph 2.01.E.
6. Miscellaneous fittings and accessories shall meet the applicable requirements of Specification Section 02820 Paragraphs 2.01 F, G, H, and J. The hinges shall be of such design to allow the gate to swing back 180 degrees, parallel with the fence line.

N. Concrete.

1. Concrete for post footings shall be Class A as specified in Specification Section 03050.

O. General.

1. Posts shall be fitted with ornamental tops or extension arms as stipulated in the Plans or in the Contract Documents. Caps or ornamental tops for tubular posts shall have a base fitting into the post with a flange extending over the top of the posts to protect against moisture. When a top rail is provided, all posts shall be provided with caps having a ring or hole suitable for the through passage of the top rail. Rail and brace ends, or other suitable means of connection, shall be provided when top rail or braces are required.
2. Fabrication of all materials shall be in conformity to the sizes, shapes, and other factors set out in these Specifications or shown on the Plans, and shall show careful, finished craftsmanship in all respects.
3. The weights specified for steel posts, braces, and rails are nominal weights, and a plus or minus tolerance of 5 percent will be permitted. All posts located on the top of concrete channel lining walls or similar structure shall be of sufficient length to be set fully 12 inches into the wall or structure.
4. All line posts located on the ground shall be of sufficient length to be set fully 24 inches deep into concrete footings, and all end, corner, and pull posts shall be of sufficient length to be set 30 inches deep into concrete footings.

2.02 EQUIPMENT

- A. All equipment necessary for the satisfactory performance of the work shall be on hand and inspected by the Owner before construction work will be permitted to begin.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS.

- A. Fencing shall be placed atop concrete structures, such as concrete channel linings, in accordance with Plans and Design Standards. Fence post inserts will normally have been set into the concrete walls prior to fence construction activities. Inserts shall be 12 inch ling solid wall PVC pipe conforming to ASTM D2241, thin wall metal conduit conforming to ANSI C 80.3 and sealed at one end or other material approved by the Owner. Cans, bottles and the like shall not be used as inserts. Alternatively, posts may be sect directly into the structure concrete as the concrete is poured, making sure that all posts are plumbed and held securely in the proper position until the concrete has set.
- B. The inside diameter of the inserts shall be sufficient to provide a minimum of ¼ inch clear space between the outside surface of the post and the inside surface of the insert. Inside of inserts

shall be cleaned of debris and other foreign matter, insert space filled full of nonshrinking grout, the posts set into place in the insert and plumbed, and the post held plumb until the grout has set. All excess grout shall be removed before it sets. Where inserts have not been provided in the concrete structure, post holes of the same diameter and depth as required for inserts shall be cored in the concrete. Posts shall be set in cored holes in the same manner as posts set in inserts.

3.02 FENCING SET INDEPENDENTLY OF STRUCTURES.

- A. Before beginning construction or placing of fences, all necessary work for clearing and grubbing, removal of structures and obstructions, and site preparation shall be performed in accordance with the applicable Sections of these Specifications. Clearing for fence construction shall not extend beyond the construction easements without written approval of the property owner. Living trees and shrubs one foot or more each side of the fence line shall remain undisturbed unless otherwise directed by the Owner. Any rock protruding above the ground surface and in the line of the fence shall be removed to ground surface.
- B. Posts for chain link fence shall be set at intervals not to exceed 10 feet. The interval between posts shall be measured parallel to the bottom of the fabric of the proposed fence and in line of fence from center to center of post.
- C. All line posts located on the ground shall be set fully 24 inches deep in concrete footings; end, corner and pull post shall be set 30 inches deep in concrete footings. Diameters of footing shall be : for line post not less than 8 inches; for end, corner or pull post not less than 10 inches. Footings for gate post shall be designed to support the cantilever load of the gate. Concrete for embedment of posts and for anchors shall be Class A and shall be crowned to shed water. Concrete shall be cured a minimum of 3 days prior to installation of fabric.

3.03 ERECTING FENCE.

- A. For fence heights less than 6 feet a top and bottom tension wire shall be installed, unless specified otherwise. For fence heights 6 feet or greater a top rail and bottom tension wire shall be installed. When a top rail is specified, the top rail shall be connected with expansion sleeves to form a continuous rail.
- B. Bracing assemblies consisting of the specified bracing pipe as the compression member and specified truss rod as the tension member shall be installed and securely tightened prior to installation of fabric. One brace assembly shall be provided for end post and two brace assemblies for corner and pull posts. When fence alignment changes abruptly by more than 30° a corner brace assembly shall be installed. When the internal angle of a curved fence alignment exceeds 30° one brace assembly shall be installed at each point of curvature. Pull post shall be installed at abrupt changes in grade or at the midpoint of a straight fence alignment exceeding 500 feet in length.
- C. The fabric shall be placed on the side of the post as directed by the Owner and 2" above ground or concrete structure. Fabric shall be secured at one end and sufficient tension applied to remove all slack before making attachment elsewhere. The fabric shall be fastened to the posts with wire ties at intervals not exceeding 14 inches. Fabric shall be fastened to the tension wire or rail with wire ties at intervals not exceeding 24 inches. When specified, barbed wire shall be installed and pulled taut before being permanently attached to a post or arm. Fence gates shall be constructed in accordance with the Plans, Specifications and manufacturer's standards and instructions, or as directed by the Owner.

3.04 TEST

- A. Before any fencing is installed, manufacturer's certificates stating that the fabric, post, rails,

braces, barbed wire, tension wire, ties and hardware are made in accordance with applicable standards as specified herein shall be filed with the Owner. At the option of the Owner, test samples of any materials to be furnished shall be furnished at the job site before work commences.

PART 4 PAYMENT

4.01 MEASUREMENT

A. Chain Link Fence

1. Fences will be measured for payment by the linear foot along the bottom of the fabric and from end to end of fence, complete and in place, deducting the width of gates and openings, for each type and height of fence provided.

B. Fence Gates

1. Gates will be measured for payment by the unit, per each, complete and in place, for the kinds and dimensions as shown on the Plans.

4.02 PAYMENT

A. Chain Link Fence

1. The accepted quantities of chain link fence will be paid for at the contract unit price per linear foot, complete and in place, for each type and height of fence, which price will be full compensation for fabric, posts, rails, tension wire, miscellaneous hardware, post hole excavation, concrete footings, concrete coring and grouting.

B. Fence Gates

1. The accepted quantities of gates will be paid for at the contract unit price per each, complete and in place, for the kinds and dimensions of gates stipulated or shown on the Plans.

4.03 Payment will be made under:

Item No.	Pay Item	Pay Unit
02820-4.01.A	CHAIN LINK FENCE HEIGHT x DESCRIPTION	LINEAR FOOT
02820-4.01.B	FENCE GATES HEIGHT x WIDTH OF OPENING	EACH

END OF SECTION 02820

**SECTION 02920
SEEDING**

PART 1 - SCOPE

This work shall consist of furnishing and placing seed, commercial fertilizer, agricultural limestone, erosion control fabric, and mulch material when specified, and of caring for such areas until acceptance, all in accordance with these Specifications, on all newly graded earthen areas that are not to be paved, stabilized, or sodded, unless otherwise indicated on the plans or directed by the Purchaser.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS.

A. Grass Seed.

1. The seed shall meet the requirements of the Tennessee Department of Agriculture and no "Below Standard" seed will be accepted. Grass seed furnished under these Specifications shall be packed in new bags or bags that are sound and not mended.
2. The Contractor shall furnish the Purchaser a certified laboratory report from an accredited commercial seed laboratory or from a State seed laboratory showing the analysis of the seed to be furnished and approving the seed for purity and germination. The report from an accredited commercial seed laboratory shall be signed by a Senior Member of the Society of Commercial Seed Technologists. At the discretion of the Purchaser, samples of the seed may be taken for a check against the certified laboratory report. Sampling and testing will be in accordance with the requirements of the Tennessee Department of Agriculture.
3. When a seed group is used, the percentages forming the group shall be as set out below, unless otherwise specified.

<u>Name</u>	<u>Quantity, Percent by Weight</u>
Group A	
Lespedeza (Common or Korean)	20
Sericea Lespedeza	15
Ky. 31 Fescue	40
English Rye	15
White Dutch Clover	5
Weeping Love Grass	5
Group B	
Ky. 31 Fescue	55
Redtop	15
English Rye	20
White Dutch Clover	5
Weeping Love Grass	5
Group C	
Sericea Lespedeza	50
Ky. 31 Fescue	30
English Rye	15
White Dutch Clover	5

4. In mixing or forming “Groups” of seed, they shall be uniformly mixed. “Group” seed shall not be mixed until after each type seed that is used to form the “Group” has been tested and inspected separately and approved for purity and germination. Seed mixed before tests and inspection are made will not be accepted.

B. Fertilizer.

Manufactured fertilizer shall be a standard commercial fertilizer containing the specified percentages by weight of nitrogen (N), phosphoric acid (P_2O_5) and potash (K_2O). The fertilizer shall be furnished in standard containers with the name, weight, and guaranteed analysis of the contents clearly marked. The containers shall insure proper protection in handling and transporting the fertilizer. All commercial fertilizer shall comply with local, state, and federal fertilizer laws.

C. Agricultural Limestone.

Agricultural limestone shall contain not less than eighty-five (85%) of calcium carbonate and magnesium carbonate combined and shall be crushed so that at least 85 percent will pass the No. 10 mesh sieve and 100 percent will pass the 3/8 inch sieve.

D. Mulch Material.

All mulch material shall be air dried and virtually free of noxious weeds and weed seeds or other materials detrimental to plant growth on the work site or on adjacent agricultural lands. Hay shall be stalks of approved grasses, sedges, or legumes seasoned before baling or loading. Straw shall be stalks of rye, oats, wheat, or other approved grain crops. Both hay and straw shall be suitable for spreading with standard mulch blower equipment. Biodegradable fabric as specified in this section may be used as an alternate to mulch material at the Contractor’s option.

E. Inoculants for Legumes.

Inoculants for treating legume seed shall be standard cultures of nitrogen fixing bacteria that are adapted to the particular kind of seed to be treated. The inoculant shall be supplied in convenient containers of a size sufficient to treat the amount of seed to be planted. The label on the container shall indicate the specified legume seed to be inoculated and the date period to be used.

F. Mulch Binder.

Cut back asphalt, Grade RC-70 or RC-250 conforming to AASHTO Specifications shall be used.

G. Water.

Water shall be free from any harmful or objectionable qualities or organisms.

H. Biodegradable Fabric.

1. Biodegradable fabric shall consist of a knitted or bonded construction of yarn with uniform openings interwoven with strips of biodegradable paper. The fabric shall be degradable by exposure to ultraviolet light. The fabric shall be “Hold/Gro” as manufactured by Gulf States Paper Corporation of Tuscaloosa, Alabama, or equal. The fabric shall be furnished in rolls and shall conform to the following requirements:

- a. Roll Widths: 5 feet minimum and 10 feet maximum.
- b. Roll Length: Approximately 360 feet.
- c. Weight: Approximately 0.2 pounds per square yard of fabric.

2. Fabric shall be secured in a place with wood pegs or other biodegradable materials.

3. The manufacturer shall provide moisture proof bags comparable to 4 to 6 mil opaque polyethylene bags for protection of the fabric prior to installation.

2.02 EQUIPMENT.

All equipment necessary for the satisfactory performance of this construction shall be on the project and inspected before work will be permitted to begin.

PART 3 - CONSTRUCTION REQUIREMENTS

3.01 GENERAL

The Contractor shall notify the Purchaser at least 48 hours in advance of the time he intends to begin sowing seed and shall not proceed with such work until permission to do so has been granted by the Purchaser. Before starting seeding operations on any area, final dressing and the placing of topsoil shall have been completed in accordance with the project requirements. All seeding and related operations shall be continuous operations.

3.02 PREPARING THE SEEDBED.

Each area to be seeded shall be scarified, disked, harrowed, raked, or otherwise worked until it has been loosened and pulverized to a depth of not less than one inch. This operation shall be performed only when the soil is in a tillable and workable condition. Fertilizer, at the rate of not less than 23 pounds of Grade 6- 12-12 or equivalent, per 1,000 square feet, and agricultural limestone, at the rate of not less than 100 pounds per 1,000 square feet, shall be distributed evenly over the seedbed, unless other are specified on the plans or in the Contract Documents. The limestone and fertilizer shall be lightly harrowed, raked, or otherwise incorporated into the soil as specified above when mixed with seed in water and applied with power sprayer equipment.

3.03 TIME OF SEEDING.

Group "A" seed shall be used for seeding from February 1 to August 1, and Group "B" seed shall be used from August 1 to December 1, except that either Group "A" or "B" may be used during the month of August. Group "C" seed shall be used from February 1 to December 1 and only when specified on the Plans or in the Contract Documents. Seeding shall be performed only when the soil is in a tillable and workable condition, and no seeding shall be performed between December 1 and February 1, unless otherwise permitted.

3.04 SEEDING.

Seed of the specified group shall be sown as soon as preparation of the seedbed has been completed and thoroughly watered after seeding. Care shall be exercised to not wash seeding by over watering. Seed shall be sown uniformly by means of a rotary seeder, wheelbarrow seeders, hydraulic equipment, or other satisfactory means, and unless otherwise specified on the Plans or in the Contract Documents, at the rate of 1 ½ pounds per 1,000 square feet. Group "C" seed and seeds of legumes when sown alone shall be inoculated before sowing in accordance with the recommendations of the manufacturer of the inoculant and as directed by the Purchaser. No seeding shall be done during windy weather, or when the ground surface is frozen, wet, or otherwise nontillable.

3.05 BIODEGRADABLE FABRIC.

A. When biodegradable fabric is specified, the fabric shall be loosely draped over the seeded area. The seed bed to be covered shall be prepared, fertilized, limed, seeded, and watered prior to installation of the fabric. If the slope is greater than 3 to 1, fabric shall be applied vertically with paper strips oriented parallel to the slope.

B. The Contractor shall dig a 4 inch deep check ditch 1 foot back from the slope crown, then fold, place and peg fabric every 9 inches in the check ditch, and cover with soil. An identical check ditch shall be provided 1 foot away from the bottom of the slope. When 2 or more lengths of fabric are required to be installed side by side to cover an area, they shall overlap

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4 inches minimum. Fabric installed end to end shall overlap 4 inches minimum with the upgrade section on top of the lower grade section. End to end overlaps of adjacent rows of fabric shall be staggered a minimum of 5 feet. Each length of fabric shall be pegged in 3 rows, each edge and the center, with pegs placed on 3 foot centers maximum. Overlapped ends shall be pegged on 9 inch centers across the fabric overlap. Pegs shall be driven flush with the ground. The Contractor shall strictly adhere to the installation directions provided by the manufacturer of the fabric.

C. The Contractor shall maintain and protect the biodegradable fabric until Final Acceptance or until the Purchaser has determined that the fabric has served its useful life, whichever occurs first. Maintenance shall consist of watering as required, repairs made necessary by erosion, wind, fire, or any other cause until Final Acceptance. Following the restoration of damaged areas under plant establishment requirements for applicable underlying items, the fabric shall be repaired or replaced to meet the original requirements and maintained until Final Acceptance of the Project.

3.06 MULCHING.

When seeding with mulch is specified, the mulch material shall be spread evenly over the seeded areas at an approximate rate of 75 pounds per 1,000 square feet immediately following the seeding operations. This rate may be varied by the Purchaser, depending on the texture and condition of the mulch material and the characteristics of the area seeded. All portions of the seeded areas shall be covered with a uniform layer of mulch, so that approximately 25 percent of the ground is visible. The mulch shall be held in place by the use of an approved mulch binder. Cutback asphalt or emulsified asphalt shall be applied at the approximate rate of 4 gallons per 1,000 square feet as required to hold the mulch in place. Mulch in medians and other areas affected by traffic shall be held in place by applying asphalt binder at the approximate rate of 11 gallons per unit. The Contractor shall cover exposed structures, guardrails, signs, and appurtenances, if the mulch binder is applied in such a way that it would come in contact with or discolor the structures.

3.07 MAINTENANCE AND REPAIR.

All seeded areas shall be cared for and maintained properly to the Purchaser's satisfaction until Final Acceptance of the Work and for the duration of the warranty period. Such care shall include, but not be limited to watering as necessary, fertilizing, and mowing the seeded areas when required by the Purchaser. When mowing is required, mower blades shall be set at sufficient height to protect the vitality of the growth. Areas which have been previously seeded and mulched in accordance with this Specification Section but which have been eroded, damaged or failed to successfully establish a stand of grasses or legumes shall be repaired as directed by the Purchaser. All material and labor required to maintain and repair seeded areas shall be furnished by the Contractor at no cost to the City. If the Purchaser directs the Contractor to place additional fertilizer on the area to be reseeded, and additional 4 pounds of agricultural limestone will be required for each additional pound of fertilizer.

PART 4 – MEASUREMENT

The furnishing of seeding as specified herein may be incidental to the work of the Contract, or may be measured and payment made under the Pay Items described herein, as defined by the Pay Items in the Proposal Sheet(s) and/or as included in the Plans and Contract Documents. If payment is made separately, measurement for the work of this Specification will be as described below.

4.01 SEEDING (WITH MULCH).

The area of seeding (with mulch) to be measured for payment will be the number of seeding units, with mulch, in accordance with these Specifications. Each unit will consist of 1,000 square feet measured along the surface.

4.02 SEEDING (WITHOUT MULCH).

The area of seeding (without mulch) to be measured for payment will be the number of seeding units in accordance with these Specifications. Each unit will consist of 1,000 square feet measured along the surface.

4.03 BIODEGRADABLE FABRIC.

Biodegradable fabric to be measured for payment will be the number of 1,000 square foot units for which biodegradable fabric has been applied over seeded areas. Measurement will be along the surface.

4.04 GENERAL.

All work and materials for seed bed preparation, application of fertilizer and limestone, application of mulch binder, watering and maintenance and repair of work, and all other similar items included in this section of the Specifications but not covered by a Pay Item herein will be considered as a subsidiary obligation of the Contractor under other items of the Contract.

PART 5 – PAYMENT

5.01 SEEDING (WITH MULCH).

Seeding (with mulch) will be paid for at the contract unit price per unit (1,000 square feet), for the accepted quantities, which price will be full payment for preparing the seedbed, and for furnishing and placing all materials including fertilizer, water, agricultural limestone, seed, mulch materials, mulch binder and inoculant, complete in place; and for maintenance and repair of the seeded and grassed area.

5.02 SEEDING (WITHOUT MULCH).

Seeding (without mulch) will be paid for at the contract unit price per unit (1,000 square feet) for the accepted quantities, which price will be full payment for preparing the seedbed, and for furnishing and placing all materials including fertilizer, water, agricultural limestone, seed, and inoculant, complete in place; and for maintenance and repair of the seeded and grassed areas.

5.03 BIODEGRADABLE FABRIC.

Biodegradable fabric will be paid for at the contract unit price per unit (1,000 square feet) for furnishing, installing, maintaining, and protecting the fabric, which price will be full payment for accomplishing the above.

5.04 PAYMENT WILL BE MADE UNDER:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02920-5.01	SEEDING (WITH MULCH)	Unit of 1,000 SF
02920-5.02	SEEDING (WITHOUT MULCH)	Unit of 1,000 SF
02920-5.03	BIODEGRADABLE FABRIC	Unit of 1,000 SF

**END OF SECTION
02920**

**SECTION 02921
SODDING**

PART 1 - SCOPE

1.01 This work shall consist of furnishing and placing sod at all locations shown on the Plans or where directed by the Purchaser, and in conformity with these Specifications. Ordinarily, the work will consist of the furnishing and placing of new sod originating from sources outside the rights-of-way and easement limits. In some cases, however, the work will include removing sod from areas where the requirements of the project would destroy existing sod, storing the sod so removed, and resetting it in areas shown on the Plans or designated by the Purchaser.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

A. Sod

1. New sod shall consist of live, dense, well rooted growth of Bermuda grass, free from Johnson grass, nutgrass, and other obnoxious grasses or weeds, well suited for the intended purpose and for the soil in which it is to be planted. All sod shall be cleanly cut in strips having a reasonably uniform thickness of not less than 2 inches and cut in 10 to 12 inch squares.
2. The sale or movement of sod for propagation is controlled by Tennessee Plant Pest Act of 1955, TCA 43-55 et. Seq., and the Contractor shall be responsible for obtaining all inspections, authorizations, and permits which may be required by such law and the Tennessee Department of Agriculture.

B. Fertilizer

1. Manufactured fertilizer shall meet the requirements of Specification Section 02920 Paragraph 2.01.B and shall be Grade 15-15-15 unless otherwise specified on the Plans or in the Contract Documents.

C. Ammonium Nitrate

1. Ammonium nitrate shall be a standard commercial product, shall conform to the requirements for other commercial fertilizers as specified in Specification Section 02920 Paragraph 2.01.B, and shall have a minimum of 33 ½ percent nitrogen.

D. Agricultural Limestone

1. Agricultural limestone shall meet the requirements of Specification Section 02920 Paragraph 2.01.C.

2.02 EQUIPMENT

- A. All equipment necessary for the satisfactory performance of this work shall be on the project and approved before work will be permitted to begin.

PART 3 - CONSTRUCTION REQUIREMENTS

3.01 WEATHER LIMITATIONS

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- A. Sod shall be set or reset only when the soil is moist and favorable for growth. No setting or resetting shall be done between December 1 and February 1, unless weather and soil conditions are considered favorable and permission is granted by the Purchaser.

3.02 REMOVING AND STORING SOD FOR RESETTING

- A. If specified, sod removed from such areas as lawns, yards, and lots shall be so cut, handled, and stored that the sod can be reset in the same locations from which it was removed. No exchange of sod will be permitted unless approved by the Purchaser. Unless reset immediately after cutting, sod shall be stacked in piles and kept moist until reset. Sod shall be reset within 7 days after removal, unless otherwise specifically permitted by the Purchaser. Reset sod shall show vitality and growth at the time of acceptance by the City and for duration of the warranty period.

3.03 SODDING

- A. The area to be sodded shall be brought to the lines and grades shown on the Plans or as directed by the Purchaser. The surface of the ground to be sodded shall be loosened to a depth of not less than one inch with a rake or other device. If necessary, it shall be sprinkled until saturated for a minimum depth of one inch and kept moist until the sod is placed. Immediately before placing the sod, fertilizer and lime shall be applied uniformly to the prepared surface of the ground. Fertilizer shall be applied at the rate of 8 pounds of Grade 15-15-15, or equivalent per 1,000 square feet. Agricultural limestone shall be applied at the rate of 100 pounds per 1,000 square feet.
- B. Sod shall be placed as soon as practical after removal from the point of origin and shall be kept in a moist condition during the interim. The sod shall be carefully placed by hand on the prepared ground surface with the edges in close contact and, as far as possible, in a position to break joints. Each strip of sod laid shall be fitted and rolled using a roller of sufficient size and weight to fix the sod into place. Immediately after placing, the sod shall be thoroughly wetted and rolled with an approved roller or hand tamped, as approved by the Purchaser. Pinning or pegging shall be required on slopes greater than 2 to 1 to hold the sod in place or in other instances at the direction of the Purchaser.

3.03 MAINTENANCE AND REPAIR

- A. The sod shall be watered as frequently as necessary for a period of two weeks, after which, ammonium nitrate shall be applied at the rate of 3.5 pounds per 1,000 square feet, and the sod given an additional watering. The Contractor shall not allow any equipment or material placed on any planted area and shall erect suitable barricades and guards to prevent his equipment, labor, or the public from traveling on or over any area planted with sod. Care shall include periodic watering, fertilizing and mowing necessary to maintain the vitality and appearance of the sod. When mowing is required, mower blades shall be set at sufficient height to protect the vitality of the growth. Sodded areas that become eroded, damaged or fail to successfully establish a stand of grass shall be repaired and/or replaced as directed by the Purchaser. All material and labor required to maintain and repair seeded areas shall be furnished by the Contractor at no cost to the City. Sod must be living at the time of final acceptance of the project and through the duration of the warranty period.

3.04 DISPOSAL OF SURPLUS MATERIAL

- A. All surplus material shall be disposed of off-site.

PART 4 – MEASUREMENT

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4.01 The furnishing and setting of sodding as specified herein may be incidental to the work of the Contract, or may be measured and payment made under the Pay Items described herein, as defined by the Pay Items in the Proposal Sheet(s), and/or as included in the Plans and Contract Documents. If payment is made separately, measurement for the work of this Specification shall be as described below.

4.02 SODDING

A. Sod will be measured for payment by the square yard of surface upon which the sod has been set.

4.03 REMOVING, STORING, AND RESETTING SOD

A. Sod to be removed, stored, and reset will be measured for payment by the square yard of surface upon which the removed sod has been reset.

PART 5 – PAYMENT

5.01 SODDING

A. Sodding will be paid for at the contract unit price per square yard for the accepted quantities, which price will be full payment for furnishing, setting, pinning and pegging if required, fertilizing, watering, mowing, providing and placing agricultural limestone, and for the maintenance and repair of the sodded area.

5.02 REMOVING, STORING, AND RESETTING SOD

A. This work will be paid for at the contract unit price per square yard for the accepted quantities, which price will be full payment for removing and storing the sod or turf, setting, pinning and pegging if required, fertilizing, watering, mowing, providing and placing agricultural limestone, and for the maintenance and repair of the sodded area.

5.03 PAYMENT WILL BE MADE UNDER:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02921-5.01	SODDING (NEW SOD)	Square Yard
02921-5.02	REMOVING, STORING, AND RESETTING SOD	Square Yard

**END OF SECTION
02921**

**SECTION 02950
 REMOVAL AND REPLACEMENT OF PAVEMENTS AND INCIDENTALS**

PART 1 GENERAL

1.01 SCOPE

- A. This Work shall consist of the removal and replacement of pavements, sidewalks, driveway aprons, curbs and gutters, driveways, paved areas, and curbs made necessary by the improvement of sanitary sewer infrastructure, and other items of construction that require temporary cuts. Such replacement shall be to a condition at least equal to the condition existing prior to removal and of in-kind material and shall be compliance with the Drawings, these Specifications, or as directed by the Purchaser. The Work which will be included in the Subcontract and for which the Subcontractor shall be compensated therefore is limited to that area within the rights-of-way and construction easements for the Project. The Subcontractor will not be compensated for the removal and replacement of facilities outside the rights-of-way, easements, and limits of construction of the Project.

PART 2 PRODUCTS

2.01 MATERIALS

A. Concrete:

1. Portland cement concrete shall be in accordance with Section 03050 Portland Cement Concrete.

B. Asphaltic Concrete Pavement:

1. Asphaltic concrete surface courses shall meet the requirements of Mix No. 1 and bases courses shall meet the requirements of Mix No. 2 as described below.
2. The composition of the mixes shall be as follows:

Total Percent Passing by Weight

Sieve Size	Mix No. 1	Mix No. 2
2"	100	100
1-1/2"	100	100
3/4"	100	100
3/8"	76-96	65-95
No. 4	51-76	45-70
No. 8	36-60	25-50
No. 30	16-40	12-30
No. 100	3-12	2-12
No. 200	2-8	1-6

3. The proportions of the total mixture, in percent by weight, shall be as follows:

Courses	Combined Mineral Aggregate	Asphalt Cement
Mix No. 1, Surface	92.0 – 96.0	4.0 – 8.0
Mix No. 2, Binder	93.0 – 97.5	2.5 – 7.0

4. It is the intent of this Section of the Specifications that the above described mixes shall conform to the following mixtures specified in the Tennessee Department of Transportation Standard Specifications for Road and Bridge construction.
 - a. Mix No. 1 – Section 411, Asphaltic Concrete Surface (Hot Mix), Grading E.
 - b. Mix No. 2 – Section 307, Bituminous Plant Mix Base (Hot Mix), Aggregate Grading C.
5. For multiple layer construction, succeeding layers shall not be laid until the previous layer has cooled sufficiently to support the construction equipment
6. When Mix No. 1 is to be used as a surface for traffic lanes, the mineral aggregate shall be composed of not less than 50 percent nor more than 55 percent crushed limestone and not more than 50 percent nor less than 45 percent natural sand. When Mix No. 1 is used for surfacing of shoulders or other non-traffic lane construction, the mineral aggregate may be composed entirely of limestone, including screening and manufactured sand, but in no case shall the mineral aggregate for this construction consist of less than 50 percent limestone. The natural sand shall be so graded that not more than 5 percent will be retained on the No. 4 sieve.

C. Expansion Joint Filler:

1. Preformed expansion joint filler shall be of the bituminous type, shall conform to the requirements of AASHTO M 213 and shall not be more than 1 inch or less than 1/2 inch in thickness. The filler shall be cut to the full depth of pavement, curb and gutter, sidewalk, or driveway being replaced.

D. Gravel Pavement or Base:

1. Crushed limestone with such material as manufactured sand or other fine materials naturally contained or added thereto as needed to match existing conditions and conform to the gradations shown below:

Grading Table for Graded Aggregate Base Course
 Total Percent, by Dry Weight, Passing Each Sieve (U.S. Standard)

Size No.	2 ½ “	2”	1 ½”	1”	3/8”	No. 40
1	100	95-100			35-65	10-30

2.02 EQUIPMENT

- A. Equipment and tools necessary for cutting, removal, and hauling of existing items; handling and placement of new material; and all equipment necessary to perform all parts of the Work shall be at the job site sufficiently ahead of the start of construction operations to be examined and approved by the Purchaser.
- B. When saws are used to cut pavement, the Subcontractor shall provide sawing equipment adequate in power to complete the sawing to a minimum of 1-1/2 inches below the pavement surface in one pass. An ample supply of saw blades shall be maintained at the site of the Work at all times during sawing operations.
- C. Other types of pavement cutting equipment shall be capable of cutting the pavement to a neat straight line of 1-1/2 inch minimum depth below the pavement surface in one pass.

- D. The Subcontractor shall provide equipment capable of removal of pavements, sidewalks, driveway aprons, curbs and gutters, driveways, paved areas, and curbs without disturbance of adjacent items to remain in place.

PART 3 EXECUTION

3.01 REMOVAL OF ASPHALT PAVEMENT

- A. Asphalt pavement shall be removed to a clean straight line as shown on the drawing details. Pavement shall be cut by saw or other equipment approved by the Purchaser in advance. Edges of existing asphalt pavement adjacent to trenches, where damaged, shall be recut in a clean straight line within the limits of damaged pavement only. Such recuts shall be parallel to the original cuts and perpendicular to the pavement surface.

3.02 REMOVAL OF CONCRETE PAVEMENT

- A. Concrete pavement shall be removed to a neat straight line as shown on the drawing details. Care shall be used to avoid damage to pavements and to the pavement base remaining in place.

3.03 REMOVAL OF CONCRETE SIDEWALK, CURB AND GUTTER, AND DRIVEWAY

- A. Concrete sidewalks, curbs and gutters, and driveways shall be removed to the nearest contraction or expansion joint. Care shall be used to avoid damage to sidewalks, curbs and gutters, and driveways remaining in place.

3.04 REMOVAL OF GRAVEL PAVEMENT

- A. Gravel surfaces encountered in construction shall be removed as needed to allow for the adjustment of the manhole frame and cover.

3.05 REPLACEMENT OF PAVEMENT

A. Asphalt Pavements

1. Replace asphalt paving courses to match existing thickness. The minimum surface course thickness shall be 2 inches. Asphalt pavement and base replacement shall be constructed for the entire cross-section of pavement removal area including all areas where pavement was re-cut subsequent to the initial pavement removal.

B. Concrete Pavements

1. Concrete pavement shall be replaced with Class A concrete pavement equal in thickness to the pavement removed but not less than 4 inches thick. Concrete pavement and base replacement shall be constructed for the entire cross-section of pavement removal area including all areas where pavement was re-cut subsequent to the initial pavement removal.
2. Reasonable efforts shall be made to avoid contrast in the color and texture of existing and restored surfaces.

C. Placing, Curing, and Protection of Concrete

1. After the backfill in the trench has been brought to the appropriate subgrade elevation shown on the Plans, compacted to the specified density, and permission has been given by the Purchaser, a concrete slab of the appropriate thickness shall be placed within the entire disturbed area.

2. Any loose or disturbed pavement or base shall be removed prior to placement of the concrete. Concrete shall be placed only on a moist subgrade and shall not be placed unless the ambient temperature is 35° F and rising. In no case shall concrete be placed on a frozen or frosty subgrade. After the concrete is placed, it shall be struck off in an approved manner to the appropriate grade as shown on the Plans and shall be finished with floats and straight edges until the required surface texture has been obtained.
3. No vehicles or loads shall be permitted on any concrete until the Purchaser has determined that the concrete has obtained sufficient strength for such loads. The Subcontractor shall construct and place such barricades and protection devices as are necessary to protect the concrete.

3.06 REPLACEMENT OF SIDEWALKS, DRIVEWAY APRONS, CURBS AND GUTTERS, DRIVEWAYS AND OTHER PAVED AREAS, AND CURBS

- A. Concrete sidewalks and driveway aprons shall be replaced in accordance with the City of Memphis Standard Construction Specifications.
- B. Unless otherwise directed, curb and gutter shall be replaced with new concrete curb and gutter of the same cross-section and at the same top of curb elevation and flow line as that removed. Where curb and gutter of a different type than existing is to be used for replacement, the replacement flow line shall match existing and a transitions section provided between the existing and replacement cross-sections. Curb heights shall be transitioned at a rate of 1 inch in 5 feet. Granite curb shall be replaced with new concrete curb whose height matches existing adjacent curb top elevations. Any expansion joint material removed shall be replaced at the original locations. Existing concrete edges shall be cleaned prior to placement of concrete. The finished curb and gutter cross-section, elevations, texture, and color shall conform to the adjacent concrete surfaces.
- C. Replacement of paved areas other than street pavement; concrete, asphalt, or gravel driveways; and asphalt or concrete curb within the right-of-way or construction easement limits shall be in kind for those cross-sections removed, unless directed otherwise by the Purchaser.

3.07 DAMAGE DUE TO SETTLEMENT

- A. The Subcontractor shall be responsible for any damage caused by settlement of backfill placed beneath pavements, sidewalks, driveway aprons, curbs, curbs and gutters, driveways, paved areas other than street pavement, and asphalt or concrete curb within the right-of-way or construction easement limits. This includes any damage which may occur at any time prior to, and during a period of one year from the date of Final Completion of the Work covered by the Subcontract.
- B. During such period, the Subcontractor shall at his own cost and expense refill all excavations where settlement damage has occurred and replace damaged pavements, sidewalks, driveway aprons, curbs, curbs and gutters, paved areas, driveways, and all other damaged items to the satisfaction of the Purchaser. Should the Subcontractor fail to repair settlement damage which may occur as described above within 5 days after being given notice thereof, the Purchaser shall have the right to repair such settlement and charge the cost of such repairs to the Subcontractor.

3.08 DAMAGE OUTSIDE CONSTRUCTION EASEMENT LIMITS

- A. The Subcontractor will be held responsible for all damage to roads, highways, shoulders, curbs and gutters, ditches, embankments, bridges, culverts, and other property, caused by him or any of this Sub-subcontractors in hauling or otherwise transporting materials to and from the several sites of Work, regardless of the location of such damage. The Subcontractor shall make arrangements relative to the payment for, or repair or replacement of, such damage or damaged surfaces or structures which are satisfactory and acceptable to the Purchaser, at the Subcontractor's cost and expense.

PART 4 MEASUREMENT & PAYMENT

4.01 MEASUREMENT

A. Pavement Removal and Replacement

- 1. Pavement removal and replacement shall be measured for payment by the square yard, complete in place.

B. Concrete Sidewalk Removal and Replacement

- 1. Sidewalk removal and replacement shall be measured for payment by the square foot, complete in place.

C. Concrete Curb and Gutter Removal and Replacement

- 1. Curb and gutter removal and replacement shall be measured for payment by the linear foot, complete in place.

D. Gravel Driveway and Gravel Area Removal and Replacement

- 1. Gravel driveways and gravel area removal and replacement shall be measured for payment by the ton of crushed limestone, complete in place.

4.02 PAYMENT

A. Pavement Removal and Replacement

- 1. The accepted quantities of pavement removal and replacement shall be paid for at the Subcontract unit price per square yard for the type specified, which price will be full compensation for cutting and recutting pavement; removal and disposal of pavement and base; preparing the subgrade; placing, finishing, curing, and protection of concrete; and placing and compacting asphaltic concrete wearing surfaces, complete in place.

B. Concrete Sidewalk Removal and Replacement

- 1. The accepted quantities of sidewalk removal and replacement shall be paid for at the contract unit price per square foot, which price will be full compensation for removal and disposal of sidewalk; preparing the subgrade; and placing, finishing, curing and protection of concrete, complete in place.

C. Concrete Curb and Gutter Removal and Replacement

- 1. The accepted quantities of curb and gutter removal and replacement shall be paid for at the Subcontract unit price per linear foot for the type specified, which price will be full compensation for removal and disposal of curb and gutter; preparing the subgrade; and placing, finishing, curing and protection of concrete, complete in place.

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D. Gravel Driveway and Gravel Area Removal and Replacement

1. The accepted quantities of gravel driveway and gravel area removal and replacement shall be paid for at the Subcontract unit price per ton of crushed limestone, which price will be full compensation for preparing the subgrade and replacing the gravel, complete in place.

4.03 PAYMENT WILL BE MADE UNDER:

Item No.	Pay Item	Pay Unit
02950-4.01.A-1	ASPHALTIC CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SQUARE YARD
02950-4.01.A-2	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SQUARE YARD
02950-4.01.B	CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQUARE YARD
02950-4.01.C	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	SQUARE YARD
02950-4.01.D	GRAVEL DRIVEWAY AND GRAVEL AREA REMOVAL AND REPLACEMENT WITH CRUSHED STONE	TON

END OF SECTION 02950

**SECTION 03050
PORTLAND CEMENT CONCRETE**

PART 1 GENERAL

1.01 SCOPE

- A. This specification covers the classification, materials, proportioning of materials, equipment, mixing requirements, and testing for Portland cement concrete to be used for construction of streets, bridges, and miscellaneous structures and facilities as defined in Division 2 – Site Construction of these Specifications. The classification requirements, forming, curing, measurement, and payment for specific uses of concrete are specified and defined in the appropriate sections of Division 2.

PART 2 PRODUCTS

2.01 CONCRETE CLASSIFICATION

- A. Portland cement concrete used for construction of the various items covered in Division 2 of these Specifications shall be classified by usage as follows
1. Class A
 - a. Class A concrete shall be used as specified for such items as concrete curb, curb and gutter, sidewalks, drainage and sewer structures other than box culverts, ditch paving, bridges (other than superstructure) and similar uses.
 2. Class A S
 - a. Class A S concrete shall be used for bridge superstructures and channel lining of ditches.
 3. Class B
 - a. Class B concrete shall be used for roadway base and pavement.
 4. Class C
 - a. Class C concrete shall be used as specified for such items as concrete cradles, encasements, embankment slope paving at bridge abutments, and other low strength applications.
 5. Class P
 - a. Class P concrete shall be used for cast-in-place box culverts and precast and precast-prestressed concrete structures or structural members. High-early-strength concrete shall be as specified in Specification Section 03050 Paragraph 6.05.

2.02 HIGH-EARLY-STRENGTH CONCRETE

- A. High-early-strength concrete may be required in the Plans and Specifications or substituted at the request of the Subcontractor, subject to the approval of the Purchaser. When high-early-strength cement concrete is authorized, it shall conform to the requirements of Table 03050.2 except that the 28 day strength (or 14 day strength for Class B concrete) shall be obtained in 7 days. The use of Type I or Type III cement for high-early-strength concrete in lieu of using Type III cement. When type I cement is used, the concrete shall have a

minimum of 7.6 sacks (714 pounds) of cement per cubic yard of concrete. If admixtures are used to obtain high-early-strength concrete, such admixtures may only be used if previously approved by the Tennessee Department of Transportation for similar uses of the concrete and if specifically approved for the project by the Purchaser.

- B. The gradation of fine and coarse aggregates shall be the same as that approved for the concrete for which the high-early-strength concrete is substituted. All materials entering into the high-early-strength concrete shall be of the same kind and class as the materials entering into the other part or parts of the facility constructed of the class of concrete for which high-early-strength is being substituted.
- C. No additional compensation will be made if the Subcontractor elects to substitute high-early-strength concrete for any class of concrete. The unit price for the class for which the substitution is made shall be full compensation for the concrete.

2.03 MATERIALS

- A. Materials used in the production of Portland cement concrete of the various classifications specified herein shall meet the following requirements.

2.04 PORTLAND CEMENT

- 1. Portland cement shall be Type I cement conforming to the requirements of AASHTO M 85, except that for high-early-strength concrete, Type III cement may be used.

2.05 FINE AGGREGATE.

- A. Fine aggregate shall consist of natural sand, clean and free from any surface film or coating and graded from fine to coarse. Fine aggregate shall conform to the requirements of ASTM C 33 and the specifications included herein. The amount of deleterious substance shall not exceed the following percentage by weight:

- 1. Removed by decantation..... 3 percent
- 2. Coal or lignite..... 1 percent
- 3. Clay lumps..... 1 percent
- 4. Other local deleterious substances (such as shale, alkali, Mica, coated grains, soft and flaky particles)..... 1 percent
- 5. Total coal, clay lumps, shale, soft fragments and other local deleterious substances 5 percent

- B. All fine aggregate shall be free from amounts of organic impurities that would be detrimental to concrete strength and durability. Aggregate shall be subjected to the colorimetric test made in the field as follows:

- 1. Fill a 12 oz. graduated bottle to the 4 ½ oz. mark with the sand to be tested. Add a 3% solution of sodium hydroxide until the volume, after shaking, amounts to 7 ounces. Shake thoroughly and let stand for 24 hours. The sample shall then show a practically colorless solution, or at least, a solution not darker than straw color.

- C. Fine aggregate shall be well graded from coarse to fine and, when tested by means of laboratory sieves, shall conform to the following requirements:

Passing	Percent
3/8 in. Sieve.....	100
No. 4 Sieve.....	95 to 100
No. 16 Sieve.....	50 to 90
No. 50 Sieve.....	10 to 30
No. 100 Sieve.....	0 to 10
No. 200 Sieve.....	0 to 3

a. Note: Not more than 45% should be retained between any two consecutive sieves.

D. Fine aggregate shall be of such quality that mortar composed one (1) part Portland cement and three (3) parts fine aggregate, by weight when made into briquets or cylinders, shall show a tensile or compressive strength at seven (7) and twenty-eight (28) days at least equal to the strength of briquets or cylinders composed of one (1) part of the same cement and three (3) parts standard Ottawa sand by weight. The percentage of water used in making the test specimens of cement and fine aggregate shall be such as to produce a mortar of the same consistency as that of the Ottawa sand test specimens of standard consistency.

2.06 COARSE AGGREGATE

- A. Coarse aggregate for any class of Portland cement concrete shall consist of crushed stone or crushed or uncrushed gravel unless otherwise specified.
- B. Coarse aggregate for Class A, Class B, or Class C concrete shall be furnished in two sizes: Size No. 4 and Size No. 67 as shown hereinafter in Table 03050.1, Coarse Aggregate Gradation Table. The two sizes shall be manufactured, within the specified limits, to produce Size No. 467 when combined in the proper proportions at the batching plant. If the supplier provides a proper stockpile to prevent segregation, then a combined Size No. 467 can be used in lieu of blending Size No. 4 and Size No. 67.
- C. Coarse aggregate for Class AS concrete shall be Size No. 57. Only limestone coarse aggregate will be used for Class AS concrete; gravel coarse aggregate will not be permitted.
- D. Coarse aggregate for Class P concrete shall be size No. 57 or Size No. 67 as may be specified or directed. Only limestone coarse aggregate shall be used for Class P concrete; gravel coarse aggregate will not be permitted.
- E. Coarse aggregate for concrete curbing placed by machine extrusion methods shall be Size No. 57 or Size No. 67.
- F. The coarse aggregates shall otherwise conform to the requirements of AASHTO M 80 and ASTM C 33 with the following exceptions and stipulations:
 - 1. Deleterious Substances: The amount of deleterious substances shall not exceed the following limits:

	Maximum Percent by Weight
a. Soft or nondurable fragments (fragments which are structurally weak such as shale, soft sandstone, limonite concretions, gypsum, weathered schist or cemented gravel)	3.0
b. Coal and lignite	1.0
c. Clay lumps	0.25
d. Material passing the No. 200 sieve	1.00
e. Thin or elongated pieces (length greater than 5 times average thickness)	10.00
f. Other local deleterious substances	1.00

i. Notes:

- (1) In the case of crushed aggregate, if all the material finer than the 200 mesh sieve consists of the dust of fracture essentially free of clay or shale, Item 4, Maximum Per Cent by Weight, may be increased to 1.5.
- (2) The sum of the percentages of Items No. a, b, c, d, and f shall not exceed 5.0.
- (3) When the coarse aggregate is subjected to five alternations of the sodium sulfate soundness test, the weighted percentage of loss shall be not more than nine.
- (4) Alternate freeze/thaw tests for soundness will not be performed.
- (5) The percentage of wear as determined by AASHTO T 96 shall not exceed 40.

COARSE AGGREGATE GRADATION TABLE
Table 03 05 00.1

Size Number	Amounts Finer Than Each Lab. Sieve (Sq. Openings), % By Weight							
	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No.8
4	100	90-100	20-55	0-15	----	0-5	----	----
467	100	95-100	----	35-70	----	10-30	0-5	----
57	----	100	95-100	----	25-60	----	0-10	0-5
67	----	----	100	90-100	----	20-55	0-10	0-5

2.07 WATER

A. The water used in mixing concrete shall be clean, free from oil, acid, strong alkalis, organic or vegetable matter.

2.08 AIR-ENTRAINING ADMIXTURES

- A. Air-Entraining Admixtures shall conform to the requirements of AASHTO M 154, except that the tests for bleeding, bond strength and volume change will not be required.
- B. The Purchaser will maintain a list of qualified products. The Subcontractor shall be required to furnish a material that appears on this list.
- C. A product may become approved by furnishing test data from a recognized laboratory showing that the air-entraining admixture proposed for use conforms to the requirements of these Specifications. A recognized laboratory is defined as one of the following: A State Transportation Department Laboratory; a Federal Highway Administration Laboratory; or other laboratories which are approved by the Purchaser.

2.09 CHEMICAL ADDITIVES

- A. For Portland cement concrete mixtures, these additives shall conform to the requirements of AASHTO M 194 covering the following five types:
 - 1. Type A – Water reducing admixtures
 - 2. Type B – Retarding admixtures
 - 3. Type C – Accelerating admixtures
 - 4. Type D – Water reducing and retarding admixtures
 - 5. Type E – Water reducing and accelerating admixtures
- B. Additionally, admixtures for increasing the flowable characteristics of concrete (super plasticizers) may be used, subject to the approval of the Purchaser for each class and intended use of the concrete. Such admixtures shall meet the applicable requirements of ASTM C 494. The use of a plasticizer shall not change the maximum water requirements for the approved design mix. When approved for use, the admixture shall be introduced into the mix in the manner and quantities recommended by the manufacturer.
- C. Additives listed in items A through E above and super plasticizers may only be used with the written approval of the Purchaser. Before any admixture is approved, the manufacturer of the admixture or the Subcontractor shall furnish the Purchaser documentary evidence that the material proposed for use has been tested in accordance with the methods of test specified in AASHTO M 194 (or ASTM C 494 for super plasticizers) and meets the requirements of the Specification. Documentary evidence for all additives shall be the results of tests conducted by a testing laboratory inspected at regular intervals by the National Bureau of Standards. The Purchaser may require a notarized certification from the manufacturer of any additives used stating that the material is identical with that originally approved and has in no way been changed or altered. Even though additives have been approved by the Purchaser, the Subcontractor shall be responsible for the successful use of the additives. No reduction in the cement content of the concrete as designed without chemical additives will be made when additives are permitted.
- D. Calcium chloride additives will not be permitted.

2.10 CURING MATERIALS

- A. Curing materials shall be as specified in the various Specification Sections of Division 2 and as specified below:

B. Water

1. Water used in curing Portland cement concrete shall be free from any substance which may be injurious to concrete when applied on the surface as a curing agent.

C. Burlap

1. Burlap shall conform to AASHTO M 182, Class 3 or Class 4. If Class 1 or Class 2 burlap is permitted, at least two layers shall be use.

D. Liquid Membrane-Forming Compounds

1. These compounds shall conform to AASHTO M 148. Where applied texture finish is specified, a Type 1-D, Class B, membrane which is compatible with the texture finish shall be used. Type 2 (white pigmented) membrane shall be used in all other applications, unless otherwise specified.

E. White Polyethylene Sheeting

1. This material shall conform to AASHTO M 171.

2.11 FLY ASH

- A. Class C fly ash conforming to the requirements of ASTM C 618-84 may be used as a replacement for Portland cement if approved in writing by the Purchaser. The maximum amount of cement being replaced by fly ash shall not exceed 15 percent. Before any fly ash will be approved for use, the Subcontractor shall furnish the Purchaser documentary evidence that the fly ash proposed for use has been tested in accordance with ASTM C 311-7 and meets the requirements of that specification. Documentary evidence shall be the results of tests conducted by a testing laboratory inspected at regular intervals by the National Bureau of Standards. Even though the fly ash has been approved by the Purchaser, the Subcontractor shall be responsible for its successful use. When a specific air content has been required and fly ash is being used, the air content shall be tested on each truck load of concrete at the batch plant and the tested value shall be indicated on the ticket.

2.12 EQUIPMENT

A. General

1. Equipment and tools necessary for handling materials and performing all parts of the Work shall be subject to the approval of the Purchaser. The equipment shall be at the job site sufficiently ahead of the start of construction operations to be examined thoroughly and approved. The equipment and organization shall be of sufficient capacity to accomplish the maximum continuous concrete placement, as governed by the construction joints shown on the Plans and Design Standards or as directed by the Purchaser.

2.13 BATCHING PLANT AND EQUIPMENT

A. General

1. The batching plant shall include bins, weighing hoppers, and scales. If cement is used in bulk, a bin, hopper, and separate scale for cement shall be included. The Subcontractor shall provide adequate means for cement cut off checks. The weighing hoppers shall be properly sealed and vented to preclude dusting during operation. The bulk cement storage bin or hopper shall be provided with adequate means for sampling the cement in

storage.

B. Bins and Hoppers

1. Bins with adequate separate compartments for fine aggregates, each size of coarse aggregate, and cement shall be provided in the batching plant. Each compartment shall discharge efficiently and freely into the weighing hopper. Means of control shall be provided so that as the quantity desired in the weighing hopper is being approached, the material may be added slowly and shut off with precision. A port or other opening shall be provided for removing an overload of any one of the several materials from the hopper. Weighing hoppers shall be constructed so as to eliminate accumulations of tare materials and to discharge fully without jarring the scales. Partitions between compartments, both in bins and in hoppers, shall be ample to prevent spilling under any working conditions.

C. Scales

1. The scales for weighing aggregates and cement shall be of either the beam type or the springless-dial type. They shall be accurate within 0.5 percent throughout the range of use. The value of the minimum graduation on the scale for weighing cement shall not be greater than 5 pounds. The value of the minimum graduation on the scale for weighing amounts of aggregates up to 10,000 pounds or more shall be not greater than 10 pounds. The value of the minimum graduation of scales used in weighing amounts of aggregate 10,000 pounds or more shall be not greater than 0.1 per cent of the nominal capacity of the scales but shall not exceed 50 pounds. When beam type scales are used, provision, such as a "tell-tale" dial, shall be made for indicating to the operator that the required load in the weighing hopper is being approached. The "tell-tale" device on weighing beams shall indicate critical position clearly. Poises shall be designed so that they cannot be easily removed from the beam and can be held firmly in place. The weigh beams and "tell-tale" device shall be in full view of the operator while charging the hopper, and he shall have convenient access to all controls.
2. Scales shall be tested no less than once monthly by a certified scale testing company. Testing shall meet the requirements of applicable City ordinances and State law. The Subcontractor shall have available not less than 10 standard 50 pound weights meeting the requirements of the U.S. Bureau of Standards for calibrating and testing weighing equipment. The person dispensing weighed material shall certify that the amounts of materials used is in accordance with quantities shown on the delivery ticket.

D. Equipment for Structural Concrete

1. The requirements for batching plants shall be as prescribed above, except that when approved by the Purchaser, the requirement for storage compartments in addition to weigh bins, for fine and coarse aggregates may be waived, provided the batching tolerances specified in Specification Section 03050 Paragraph 5.02.A are maintained.
2. Ample and satisfactory equipment for conveying concrete from the mixer to final position in the forms shall be provided. Closed chutes or pipes shall be used when concrete is to be dumped or dropped for a distance greater than 5 feet. Where steep slopes are required, the chutes shall be equipped with baffle boards or shall be in short lengths that will enable the direction of movement to be reversed. Tremies for placing seal concrete under water shall consist of a water tight tube 10 inches to 14 inches in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow.

2.14 MIXERS

A. General

1. Concrete may be mixed at a central point or wholly or in part in truck mixers. Each mixer shall have attached in a prominent place a manufacturer's plate showing the capacity of the drum, in terms of mixing and agitating capacity, and the speed of rotation of the mixing drum or blades for both mixing and agitation.
2. Mixers shall be capable of combining the aggregates, cement, additives when specified, and water into a thoroughly mixed and uniform mass within the specified mixing period. They shall have a minimum capacity sufficient to comply with minimum production requirements.
3. Mixers shall be equipped with an approved device for accurately measuring water within a range of error of not more than one percent. The amount of water used in each batch shall be shown by an indicator which is accurately calibrated and easily read.
4. Central plant mixers shall be equipped with an approved batch meter and timing device which will automatically lock the discharge lever during the full time of mixing and release it at the end of the mixing period. This device shall be equipped with a bell or other suitable warning device that will give a clearly audible signal each time the lock is released. In case of failure of the timing device, the mixer may be used for the balance of the day while it is being repaired, providing the Subcontractor furnishes a satisfactory means of determining the mixing time.

B. Mixers at Site of Construction

1. Mixers at the site of construction will not be permitted, unless permitted by the Purchaser.

C. Truck Mixers and Truck Agitators

1. Truck mixers used for mixing and hauling concrete and truck agitators used for hauling central-mixed concrete shall meet all the applicable requirements under Paragraph A above, and in addition, the manufacturer's plate shall indicate the various uses for which the equipment is designed, the gross volume of the drum, and the minimum and maximum speed of rotation of the drum or blades for charging, mixing and agitating. Trucks equipped for mixing shall be equipped with an approved device for recording the number of revolutions of the drum or blades. Mixers or agitators used to mix and transport paving concrete shall be of the hydraulic drum lift type or other especially designed types which will discharge low slump concrete (1 – 2 ½ inch) at a satisfactory rate without segregation.

D. Non-agitator Trucks

1. Bodies of nonagitator hauling equipment for concrete shall be smooth, mortar tight, metal containers, and shall be capable of discharging the concrete at a satisfactorily controlled rate without segregation. Covers shall be provided when needed for protection of the concrete. Nonagitator trucks may be used only with approval of the Purchaser.

E. Admixture Induction

1. A satisfactory method and equipment for setting the dosage for admixtures must be furnished and if admixtures other than air entraining agents are used, they shall be added in the manner and in the dosage recommended by the manufacturer.

F. Vibrators

1. Vibrators shall be of an approved type and design, and shall operate under load at the rate as recommended by the manufacturer and approved by the Purchaser. For concrete structures, all concrete to be vibrated shall be compacted by means of approved high frequency internal vibrators or other approved types of vibrators immediately after being deposited in the forms. At least two vibrators in good operating condition and tow sources of power shall be available at the site where more than 25 cubic yards of concrete are to be poured. The use of external vibrators for compacting concrete will be permitted where the concrete is inaccessible for adequate compaction, provided the forms are sufficiently rigid to prevent displacement or damage from external vibration and approved by the Purchaser. For concrete pavement, the frequency of surface vibrators shall not be less than 3,500 impulses per minute and the frequency of the internal type shall not be less than 5,000 impulses per minute for tube vibrators and not less than 7,000 impulses per minute for spud vibrators. When spud type internal vibrators, either hand operated or attached to spreader or finishing machines, are used adjacent to forms, they shall have a frequency not less than 7,000 impulses per minute. For prestressed concrete, all concrete shall be thoroughly compacted with approved high frequency vibrators operating at a minimum of 7,000 vibrations per minute.

PART 3 EXECUTION

3.01 HANDLING BATCHING AND MIXING

A. Stockpiling Aggregates

1. Sites for aggregate stockpiles shall be grubbed and cleaned prior to storing aggregates, and the ground shall be firm and smooth and well drained. A cover of at least three inches of aggregate shall be maintained in order to avoid the inclusion of soil or foreign material. The stockpiles shall be built in layers not exceeding four feet in height, and each layer shall be completely in place before the next layer is started so as to prevent segregation. The material shall be deposited in such manner as to prevent coning, except in the case of aggregate composed essentially of material finer than the No. 4 sieve and base material.
2. Dumping, casting or pushing over sides of stockpiles will be prohibited, except in the case of aggregate for base material and fine aggregate materials.
3. Unless otherwise authorized, aggregates from different sources, different gradings or differing in specific gravity by more than 0.03 shall not be stockpiled together. Stockpiles of different types or sizes of aggregates shall be spaced far enough apart, or separated by suitable walls or partitions, to prevent the mixing of the aggregates.
4. When it is necessary to operate trucks or other equipment on a stockpile in the process of building the stockpiles, it shall be done in a manner approved by the Purchaser. Any method of stockpiling aggregate which allows the stockpile to become contaminated with foreign matter or causes excessive degradation of the aggregate will not be permitted. Excessive degradation will be determined by sieve tests of samples taken from any portion of the stockpile over which equipment has operated, and failure of such samples to meet all grading requirements for the aggregate shall be considered cause for discontinuance of such stockpiling procedure.
5. Stockpiles shall be maintained in a saturated surface dry condition to the extent possible.

3.02 HANDLING, MEASURING AND BATCHING MATERIAL

A. General

1. The batch plant site, layout, equipment and provisions for transporting material shall be such as to assure a continuous supply of material to the Work.
2. Aggregates shall be handled from stockpiles or other sources to the batching plant in such manner as to maintain a uniform grading of the material. Aggregates that have become segregated, or mixed with earth or foreign material, shall not be used. All aggregates produced or handled by hydraulic methods, and washed aggregates, shall be stockpiled or binned for draining at least 12 hours before being batched. Rail shipment requiring more than 12 hours will be accepted as adequate binning only if the car bodies permit free drainage. In case the aggregates contain high or non-uniform moisture content, storage or stockpile periods in excess of 12 hours may be required by the Purchaser. The Purchaser may require sprinkling of aggregate that has dried to the extent that it absorbs mixing water.
3. The fine aggregate and each size of coarse aggregate shall be separately weighed into the hopper or hoppers in the respective amounts set by the Subcontractor and approved by the Purchaser. Cement shall be measured by the sack or weight. Separate scales and hoppers shall be used for weighing the cement. The scales shall be equipped with a device to indicate positively the complete discharge of the batch of cement into the batch box or container. Ninety-four pounds of bulk cement shall be considered one sack. Batches involving fractional sacks will not be allowed except when bulk cement is used.
4. Batching plants equipped to proportion aggregates and bulk cement by weight by means of automatic and interlocked proportioning devices of approved type may be used.
5. Batching shall be so conducted as to result in the required weights of each material being within a tolerance of 1.0 percent for cement and 1.5 percent for aggregates.
6. Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error of not over 1.0 percent. Unless otherwise permitted, calibrated tanks for measuring water shall include an auxiliary tank from which the measuring tank shall be filled. The measuring tank shall be equipped with an outside tap and valve to provide for checking the setting unless other means are provided for readily and accurately determining the amount of water in the tank. The volume of the auxiliary tank shall be at least equal to that of the measuring tank.
7. The use of chemical additives shall be as prescribed under Paragraph 3.06 of this Specification and they shall be added to the mix using the methods and at the time and in the manner recommended by the manufacturer of the additive, subject to approval by the Purchaser.
8. Unless specifically provided in the contract, the furnishing and use of approved additives or admixtures and the other precautions necessary to provide satisfactory concrete and concrete products shall be considered subsidiary to the furnishing and placement of the concrete and any and all additional costs related thereto and risks resulting there from shall be borne by the Subcontractor.
9. Different types of cement shall not be mixed, nor shall they be used alternately. Where it is necessary for the color of the concrete to be uniform, only those cements which will produce similar color in concrete may be used alternately. The Purchaser shall designate which cements may be used alternately.
10. Air entraining agents shall be added to the mix by an approved procedure and by the use of an approved dispenser to assure an accurate proportioning of the agent.

11. All admixtures shall be measured with an accuracy of plus or minus 3.0 percent.

B. Limitations on Concrete Operations

1. Mixing of concrete shall be discontinued in time to allow finishing to be completed in daylight hours, unless an adequate and approved artificial lighting system is provided and operated.
2. When concrete is being placed during hot weather, appropriate measures shall be taken to reduce the hazards of increased rate of cement hydration and high concrete temperatures. The temperature of the concrete at point of discharge shall not exceed 90° F. The Purchaser may require any or all, but not limited to, the following precautions to reduce the temperature of the concrete:
 - a. Sprinkle coarse aggregate stockpiles in a manner so as to distribute the water evenly and to prevent a variation of moisture within the stockpile.
 - b. Use crushed or chipped ice as a portion of the mixing water, or use water cooled by refrigeration or other means. If ice is used, it shall be substituted on a pound for pound basis for water and completely melted before the concrete is discharged from the mixer.
 - c. The Subcontractor may employ other means which he may have at his disposal if approved by the Purchaser. In order to minimize the number and extent of precautions as indicated during the production and use of concrete during hot weather, the Subcontractor may use approved chemical admixtures for set-retarding purposes, with the Purchaser's approval. However, the use of such approved set-retarding admixtures shall not relieve the Subcontractor of the necessity for other precautions deemed necessary to minimize variability of the physical characteristics, strength, and other requirements of the green concrete.
 - d. Unless authorized in writing by the Purchaser, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40°F (if the temperature is expected to reach 35°F or below), and not resumed until an ascending air temperature in the shade and away from artificial heat reaches 35°F.
 - e. When concreting at temperatures above 35°F, the aggregates or water shall be heated or cooled if necessary prior to being placed in the mixer so that the temperature of the resultant mixture will be not less than 50°F nor more than 90°F at the time of placement. If heating is required, the apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might injure the concrete.
 - f. When concreting is authorized at temperatures 35°F or less, the Purchaser will require the water or the aggregates or both to be heated to not less than 70°F nor more than 150°F. The temperature of the mixed, heated concrete shall be not less than 50°F nor more than 100°F at the time of placement. No concrete shall be placed on frozen grade nor shall frozen aggregates be used in the concrete.
 - g. When it is expected that the ambient temperature will drop below 35°F, the Subcontractor shall provide sufficient canvas and framework, other types of housing, or to enclose and protect the concrete in such a way that the air surrounding the fresh concrete can be maintained at a temperature of not less than 45°F and the temperature of the concrete shall not exceed 80°F. The above conditions shall be

maintained for a period of 120 hours after the concrete is placed. The Subcontractor shall be responsible for the quality of concrete placed during cold weather, and any concrete injured by frost action or freezing shall be removed and replaced at the Subcontractor's expense. When impending weather conditions indicate the possibility of the need for such temperature protection, all necessary heating and covering material shall be on hand ready for use before the Purchaser's permission is granted to begin placement.

3.03 MIXING CONCRETE

A. General

1. The concrete may be mixed in a central mix plant or in truck mixers. The mixer shall be of an approved type and capacity, and shall comply with the applicable requirements of Paragraph 4.03 of this Specification Section. Mixers shall be cleaned at suitable intervals. Equipment having components made of aluminum or magnesium alloys which would have contact with plastic concrete during mixing, transporting or pumping of Portland cement concrete, shall not be used.
2. The batch shall be so charged into the drum that a portion of the mixing water shall enter in advance of the cement and aggregates. Mixing time shall be measured from the time all materials except water are in the drum. The flow of water shall be uniform, and all water shall be in the drum by the end of the first 15 seconds of the mixing period. The throat of the drum shall be kept free of such accumulations as may restrict the flow of materials into the drum.
3. When mixed in a central mixing plant, the mixing time shall not be less than 60 seconds nor more than 90 seconds. Mixing time ends when the discharge chute opens. Transfer time in multiple drum mixers shall be included in the mixing time. The contents of an individual mixer drum shall be removed before a succeeding batch is emptied therein.
4. The mixer shall be operated at the drum speed recommended by the manufacturer. Any concrete mixed less than the specified time shall be discarded and disposed of by the Subcontractor at his expense. Mixers for central mix plants shall not be operated at a capacity greater than the manufacturer's guaranteed mixing capacity.
5. Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators or nonagitator trucks having special bodies. The time elapsing from the time water is added to the mix until the concrete is deposited in place at the site of the Work shall not exceed 30 minutes when the concrete is hauled in nonagitator trucks, nor 60 minutes when hauled in truck mixers or truck agitators. When high early strength concrete is used, agitator trucks only shall be used and the concrete shall be deposited in place at the site of the Work within 30 minutes from the time water is added to the mix, regardless of the method of transportation, unless otherwise approved by the Purchaser.
6. Truck mixers and truck agitators used to transport concrete from a central mixing plant and truck mixers used to mix concrete in transit from a central batching plant shall meet all applicable requirements of Paragraph 4.03 of the Specification Section, and in addition, the mixing speed and agitating speed shall be those recommended by the manufacturer of the mixer and the total revolutions at mixing speed shall not be less than 70 nor more than 100. Truck mixers and truck agitators shall be operated within the capacity recommended by the manufacturer.
7. Retempering concrete by adding water or by other means will not be permitted. Concrete that is not within the specified slump limits at time of placement shall not be used. Admixtures for increasing the workability or for accelerating the set will be used only

when provided for in the Contract, or permitted by the Purchaser. The addition of admixtures to the mix shall be in accordance with the provisions of Paragraph 5.02.A of this Specification Section.

8. Tests for air content shall be made on samples of fresh concrete when and as directed. The air content shall be that specified under Part 6 of this Specification Section and shall be determined in accordance with AASHTO T 152, T 196 or T 199.

B. Ready Mixed Concrete

1. Ready mixed concrete shall fully comply with ASTM C 94 for Ready Mixed Concrete and to the requirements of these Specifications. Ready mixed concrete shall be discharged from the mixer within 1 hour after the introduction of water, provided the air temperature or the concrete temperature does not exceed 70°F. When the air temperature or concrete temperature exceeds 70°F, the elapsed time between the addition of water to the mix and discharge shall not exceed 30 minutes. The 30 minute time limit for temperatures exceeding 70°F may be extended to 1 hour, provided an approved admixture is used. The admixture shall be a water reducing and retarding agent meeting the requirements of Paragraph 3.06, Type D of this Specification Section and shall be used in accordance with the provisions of Paragraph 5.02.A of this Specification Section. The ready-mix plant furnishing the concrete shall have been inspected and approved for use as provided for in Part 4 of this Specification Section.
2. The delivery ticket accompanying each load of concrete shall show the class and quantity of concrete, the quantity of cement, aggregates, water, and additive used in the batch, and the time of batching. Materials used in the concrete shall be tested and approved.

3.04 MIX DESIGN AND PROPORTIONING

A. GENERAL

1. A Concrete Classification Table, Table 03050.2 is provided hereinafter to indicate to the Subcontractor the five classes of concrete to be use. The table contains certain criteria to be met in the design of job mixes for the different classifications of concrete. Data included are the minimum 28 day compressive strength of the concrete (14 day strength for Class B concrete), the range of slump allowed, the minimum cement content of the concrete, and the maximum water allowed. The Subcontractor shall be responsible for design of the concrete mix to be used for each classification of concrete within the limits of Table 03050.2, and for providing concrete to the Purchaser in accordance with the approved design mixes.
2. Unless otherwise specified in the Contract Documents all concrete shall contain an air entraining admixture. The concrete shall contain between 5 percent and 8 percent entrained air. Other admixtures may be used if specifically approved by the Purchaser. The use of calcium chloride will not be allowed.
3. The Purchaser may specify differing compressive strengths for the several classifications by notation on the Plans or in the Special Provisions, and those values shall govern over the values of these Specifications.

CONCRETE CLASSIFICATION TABLE

Table 03 05 00.2

Minimum #/CY Class	28-Day Limestone Compressive Strength (psi) Aggregate	Slump In	(1) (3) Min. Cement Factor-Sacks/CY		(3) Min. Cement Factor-#/CY		(3) Net Water Max. Gals./CY		Net Water Max-	
			Gravel Course	Limestone Course	Gravel Course	Limestone Course	Gravel Course	Limestone Course		
A 3,000	3-5	6.0	5.5	564	517	36	33	300	275	
AS	4,000	3-5	(2)	6.2	(2)	583	(2)	37.2	(2)	310
B 3,500 (1)	1-2 ½	6.2	5.8	583	545	34.1	31.9	284	266	
C 2,500	2-4	5.0	4.5	470	423	34	30.6	283	255	
P 5,000	1-3	(2)	7.0	(2)	658	(2)	35.0	(2)	292	

- (2) Minimum compressive strength @ 14 days. Minimum flexural strength @ 14 days of 550 psi per AASHTO T 22.
- (3) Gravel Coarse Aggregate no permitted.
- (4) Tabulated values are for Type I cement conforming to the requirements of AASHTO M 85 only.

3.05 MIX DESIGN

- A. Prior to mixing any concrete for the project, the Subcontractor shall submit his proposed design mix and reports of tests for each classification of concrete to the Purchaser for approval. The design mix shall be submitted on a form that indicates the supplier and type of the concrete and materials to be used as well as the amounts of materials per cubic yard for at least the following items and units (based upon saturated surface dry aggregate):
1. Cement-Pounds
 2. Coarse Aggregate-Pounds
 3. Fine Aggregate-Pounds
 4. Air Entraining Admixture – Ounces
 5. Other Admixtures (if allowed) – Ounces
 6. Water – Pounds
 7. Fly Ash (if allowed) – Pounds

3.06 PROPORTIONING

- A. Each class of concrete shall be manufactured by combining the several materials prescribed in the design mix in the proportions necessary to obtain the specified compressive strength for each class. Proportioning shall be based upon the specified cement content, and the amount of water for each class of concrete shall not exceed the quantity shown in Table 03050.2. Below this limit, the quantity of water shall be adjusted to meet the slump requirements. Aggregate weights shown in the Subcontractor's mix design(s) shall be based on saturated surface dry aggregate; batch weights shall be corrected to compensate for surface moisture on the aggregate in order to determine the amount of water to be added at the mixer.
- B. In addition to the requirements specified herein and on Table 03050.2, Portland cement concrete for pavement, Class B, (Specification Section 02750) shall have a flexural strength at 14 days of not less than 550 pounds per square inch when tested in accordance with AASHTO T 22.

3.07 CHANGES IN MIX

- A. When approved by the Purchaser, the ration of coarse and fine aggregate may be adjusted in order to assure better workability or to accommodate placement by pumping. However, in no case shall the fine aggregate exceed 44 percent of the total aggregate.
- B. If during the progress of the Work, the specific gravity of one or both of the aggregates change more than plus or minus 0.03 from those shown on the concrete design, the design weights shall be adjusted by a design change to conform to the new specific gravity.

3.08 TESTING

- A. Test Samples
1. The Purchaser shall provide for all test cylinders. All samples shall be cast, cured and tested by the Purchaser at its expense. The Subcontractor will be required to assist the Purchaser in securing necessary materials for casting the required number of cylinders.

Testing ages will be 7 days and 28 days unless otherwise determined by the Purchaser. Laboratory cylinders shall be used to determine the quality of concrete produced. The number of cylinders to be cast daily for any quantity of concrete and laboratory tested, shall be specified by the Purchaser. With prior consent of the Purchaser, the Subcontractor may prepare field cylinders. These cylinders may be used as a gauge for early safe removal of forms where the Subcontractor requests earlier removal than set out in the Specifications.

B. Cement Testing

1. All cement used in the Work shall be pre-tested before use. Cement may be used upon completion of a satisfactory 3 day physical test made in accordance with current ASTM Specifications. Cement shall be tested by an approved commercial testing laboratory at the Subcontractor's expense.

C. Core Samples

1. If the Purchaser's testing of cylinders indicates compressive strength less than required in Table 03050.2 for the class of concrete specified, the Subcontractor may, at his option, elect to drill core samples from the actual concrete placed. If the Subcontractor elects to drill (or is instructed by the Purchaser to drill) core samples from the hardened concrete, the costs of obtaining the cores and of repairing the core holes with non-shrinking grout shall be borne by the Subcontractor.
2. The cores shall be drilled as directed by the Purchaser, at the same approximate locations from which the test cylinder concrete was obtained. The locations of the drilled cores shall be selected so that the remaining structure will not be impaired or sustain permanent damage after the holes are repaired by the Subcontractor. The drilled samples shall be tested for compressive strength by the Purchaser, and the equivalent 28 day strength of the concrete placed and represented by the drilled core samples shall be determined. The Purchaser shall use the test results of the drilled cores to determine the acceptability of the concrete.

3.09 METHODS OF SAMPLING AND TESTING

- A. Test cylinders cast to determine acceptability for minimum AASHTO strength requirements shall be made and cured in accordance with AASHTO T 23 and tested in accordance with AASHTO T 22. Test cylinders cast to determine when a precast unit or a structure may be put into service or to determine when a tensioning load may be transferred shall be cured by methods identical to those used in curing the concrete member, and tested in accordance with AASHTO T 22.
- B. Drilled core samples shall be taken and tested in accordance with AASHTO T 24. Due to possible fracturing effect of the coring operation, drilled core samples having a compressive strength of 85 per cent or more of specified strength will be considered acceptable.
- C. Slump shall be determined in accordance with AASHTO T 119 on the job site during each placement.
- D. The amount of air entrained shall be determined by pressure or volumetric meters of approved design and in accordance with AASHTO Method T 152 or AASHTO Method T 196, except that AASHTO Method T 199 may be used after the accuracy of the Chace Air Indicator has been determined by comparison tests.

3.10 CONCRETE FAILING TO MEET STRENGTH REQUIREMENTS

- A. Concrete which has been mixed and placed in accordance with these Specifications, and which fails to meet the minimum 28 day strength requirements shall be removed and disposed of by the Subcontractor, at his expense, unless specifically authorized by the Purchaser, in writing, to remain in place. The removal shall be in such manner as will not cause damage to the remaining concrete or to other structural units or other facilities and property.
- B. The Purchaser may, at his discretion, allow concrete which fails to meet the minimum strength requirement to remain in place. Payment for this concrete will be at a reduced price, to compensate the Purchaser for loss of durability. The amount of the reduction shall be determined by the Purchaser and shall be based on the particular circumstances.

3.11 MISCELLANEOUS

- A. Concrete Mixed and/or Batched Off Project Site
 - 1. Concrete may be mixed and/or batched off the immediate project site, subject to specific approval of the Purchaser and under the direct supervision of the Subcontractor. A delivery ticket (certified by the batch plant) showing mix, quantity of cement, quantity of fine and coarse aggregate, moisture content, total water and gallons per cubic yard of concrete shall be furnished to the Purchaser with each delivery of concrete and the Subcontractor shall show to the satisfaction of the Purchaser that the plant is so located and equipped as to produce and deliver concrete fully meeting the specification requirements.

PART 4 MEASUREMENT AND PAYMENT

The methods of measurement and payment for concrete shall be as specified in Divisions 2 and 3 of these Specifications for each particular item constructed by the Subcontractor.

END OF SECTION 03050