



**REQUEST FOR BID
FOR
GENERAL CONSTRUCTION SUPPORT 3**

Bid No. 416947.71.0375

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.

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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 **General Construction Support 3**

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. **416947.71.0375** (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 consists of indefinite delivery, indefinite quantity of construction work to support sanitary sewer evaluation contractors. The work can include, but is not limited to tree clearing, gravel road building, removal and replacement of manhole cones, removal, and replacement of asphalt, installing drain culverts, and all equipment needed to perform these tasks.

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 Participation **15%**
(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: Jerry Caldwell

CaldwellJ@bv.com

Cc: Ginny Dorsey

DorseyV@bv.com

(Reference: SARP10 Program **General Construction Support 3**, BID No. **416947.71.0375**)

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 416947.71.0375 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 **10:00 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					
<p>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.</p> <p>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.</p>					
00370.3.1.1 Unit Prices Breakdown				Bidder Response Columns	
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extension Price
71.0375 General Construction Support 3					
01500	Laborer per each	Day	500		\$ -
01505	Operator per each	Day	500		\$ -
01510	Superintendent per each	Day	100		\$ -
01550	Silt Fence	Linear Feet	500		\$ -
01560.01	Traffic Control (static signs, cones and barrels only)	Each	150		\$ -
01560.02	Traffic Control (cones, barrels and up to 2 electronic signs)	Each	15		\$ -
01570	Security Gate	Each	20		\$ -
01580.01	Mini excavator - 300 Series or Equivalent	Week	20		\$ -
01580.02	Mini excavator - 300 Series or Equivalent	Day	25		\$ -
01581.01	Small excavator - 310 Series or Equivalent	Week	5		\$ -
01581.02	Small excavator - 310 Series or Equivalent	Day	5		\$ -
01582.01	Excavator - 320/330 Series or Equivalent	Week	15		\$ -
01582.02	Excavator - 320/330 Series or Equivalent	Day	50		\$ -
01583.01	Dozer - CAT D6 or Equivalent	Week	20		\$ -
01583.02	Dozer - CAT D6 or Equivalent	Day	50		\$ -
01584.01	Skidsteer Compact Track - CAT249D or Equivalent	Week	5		\$ -
01584.02	Skidsteer Compact Track - CAT249D or Equivalent	Day	15		\$ -
01585.01	Skidsteer Compact Track w/ Bush Hog Attachment	Week	5		\$ -
01585.02	Skidsteer Compact Track w/ Bush Hog Attachment	Day	10		\$ -
01586.01	Front End loader (e.g. Case 580N)	Week	5		\$ -
01586.02	Front End loader (e.g. Case 580N)	Day	15		\$ -
01587.01	Mulching Tractor (FTX100)	Week	10		\$ -
01587.02	Mulching Tractor (FTX100)	Day	30		\$ -
01588.01	Vibratory Roller - 4 Ton	Week	10		\$ -
01588.02	Vibratory Roller - 4 Ton	Day	30		\$ -
01589.01	Vibratory Roller - 6 Ton	Week	10		\$ -
01589.02	Vibratory Roller - 6 Ton	Day	30		\$ -
01590.01	Boom Man Lift 20'-40'	Week	10		\$ -
01590.02	Boom Man Lift 20'-40'	Day	20		\$ -
02370-01B	Rip Rap (Class B)	Ton	1,500		\$ -

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extension Price
02370-01C	Rip Rap (Class C)	Ton	50		\$ -
02370-01D	Rip Rap (Class D)	Ton	4,000		\$ -
02534-5.01	Manhole Modification	Each	5		\$ -
02730-5.01	Limestone CR610	Ton	11,000		\$ -
02730-5.02	Fill Dirt	Cubic Yard	500		\$ -
02920-5.01	Seeding with mulch	Per 1000 Square Feet	250		\$ -
02920-5.02	Seeding without mulch	Per 1000 Square Feet	25		\$ -
02921-5.01	Sodding	Square Yard	250		\$ -
02950-5.01.01	Asphaltic Concrete Pavement Removal and Replacement	Cubic Yard	30		\$ -
02950-5.02	Sidewalk removal and replacement	Square Foot	300		\$ -
71.0375 General Construction Support 3 - Total Estimated Unit Price Value					\$ -

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	Mobilization in response to Notice to Proceed for each Task Order	7 calendar days after receiving the Notice to Proceed from Purchaser	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			Due Date	Bidder Agrees? Yes/No
			Calendar Days		Event		
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		

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
416947.71.0375

Addressed to Subcontractor:

Attention:
416947.71.0375

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
416947.71.0375

Addressed to Subcontractor:

Attention:
416947.71.0375

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 00572.23.2, 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 00572.23.2, 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 00562.27.2 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, tsunamis, 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: General Construction Support 3

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: General Construction Support 3

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, **General Construction Support 3**

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 origin 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 Participation **15%**

(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: General Construction Support 3

Project Participation Goal: DBE Participation **15%**

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: 416947.71.0375

SUBCONTRACTOR'S REPORT OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Project Name: General Construction Support 3 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 416947.71.0375 General Construction Support 3

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.

**SECTION 01500
MISCELLANEOUS CONSTRUCTION REQUIREMENTS**

PART 1 GENERAL

1.01 SCOPE

- A. The work required under this Contract includes Construction support for future projects, primarily building access roads. This includes furnishing and paying for all necessary materials, labor, tools, equipment, and other items and construction improvements complete in every detail, ready for the Purchaser's beneficial use as specified herein and/or indicated on the construction drawings.

1.02 DEFINITIONS

- A. Day: A period of time less than 24 hours
- B. Week: Four to six more days

1.03 ADDITIONS TO TECHNICAL SPECIFICATIONS:

- A. In the event of conflict between the technical specifications, Construction Drawings, the General Provisions, or Special Conditions contained herein, and/or product manufacturer's specifications, the more stringent specs shall apply. However, all conflicts shall be brought to the attention of the Purchaser for approval.
- B. The cost of all required material inspections and testing, including, but not limited to earthwork and concrete testing, shall be paid for by the subcontractor.

1.04 SILT FENCE

A. Job Conditions

- 1. All work done as needed to meet the requirements, shall be done in such a manner as to cause the least amount of soil erosion and siltation.
- 2. Appropriate management practices and control structures shall be in place prior to clearing of vegetation for necessary construction activities near streams, rivers, and lakes.
- 3. Provisions required to maintain uninterrupted surface water flow shall be maintained during the work. Storm water flow in existing gutters, surface drains, and swales shall not be interrupted.
- 4. The Purchaser shall be notified of any unexpected subsurface or other unforeseen conditions. Work shall be discontinued until the Purchaser provides notification to resume work.

B. Preparation

- 1. The Tennessee Department of Conservation Publication, Tennessee Erosion & Sediment Control Handbook, latest revision, shall be used as a guide for construction of projects that require erosion and sediment controls to protect adjoining property and waters of the state.

C. Performance

1. The subcontractor shall be responsible for maintaining soil erosion control measures as necessary to prevent sediment from leaving the site. The subcontractor shall also be responsible for satisfying the requirements of the State of Tennessee Department of Water Pollution Control as set forth in the Tennessee Erosion and Sediment Control Handbook.
2. Erosion Control measures shall be in place and functional before earth moving operations begin and must be properly constructed and maintained during the construction period.
3. Staked and entrenched straw bales or silt fence shall be installed along the base of all sloped cuts and fills, on the downhill sides of stockpiled soil, and along stream banks.
4. All surface water flowing toward the construction area shall be diverted around the area as much as possible to reduce erosion potential by using beams, channels, and/or sediment traps as necessary.
5. Maintenance of erosion and sediment control methods shall be performed on a regular basis throughout the construction period and until a good vegetative cover is established over the entire disturbed area.
6. A vegetation buffer strip shall be maintained between any stream and pipe trenching. Excavated material from the trench shall not be placed between the trench and stream.
7. Trenches or pits shall be backfilled as soon as practicable to reduce erosion potential.
8. Erosion control measures shall be removed when they have served their useful purpose. The disturbed soil shall be fine graded, top soiled, and planted with permanent vegetation as soon as the construction sequence allows to prevent further potential erosion and sedimentation. Any seeded areas which are eroded shall be reworked as soon as possible.
9. The subcontractor shall maintain records of inspections, maintenance, and repairs as required by the State of Tennessee Department of Water Pollution Control.

1.05 TRAFFIC CONTROL

- A. All signs shall be of the size, dimensions, shape, and legend as indicated on the Plans and/or as shown in the Tennessee Department of Transportation Manual on Uniform Traffic Control Devices, Current Edition (MUTCD). All materials and construction of traffic control signs furnished, fabricated, and/or installed under these Specifications shall be certified and/or guaranteed to the City by the subcontractor.
- B. Static Signs, Cones and Barrels only
 1. This includes providing and installing static signs, cones and barrels in accordance with MUTCD.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

4.01 Item 01500 Laborer

4.02 Item 01505 Operator

4.03 Item 1510 Superintendent

4.04 01570 Silt Fence

A. Measurement

1. Silt Fence shall be measured per linear foot along the centerline of the silt fence alignment.

B. Payment

1. The accepted quantities of Silt Fence will be paid at the contract unit price for installation per Linear Foot (LF) which shall include all material necessary to complete the installation and maintenance of silt fence.

4.05 Item 01580 Traffic Control

A. Measurement

1. Measurement for Traffic Control will per setup per day for cones, barrels and up to 2 Electronic Signs in accordance with the current MUTCD.

B. Payment

1. Accepted quantities for Traffic Control will be paid at the contract unit price per day for the setup.

4.06 Item 01585 Security Gate

A. Measurement

1. Security gates will be measured for payment per each.

B. Payment

1. Accepted quantities per each gate will be made at the contract unit price per each. This price shall include furnishing all materials, tools, and incidentals required to complete the installation of this item.

4.07 Item 01590.01 Mini Excavator – CAT 300 Series or equivalent

A. Measurement

1. This item includes providing a Mini Excavator (CAT 308 or equivalent) with attachments including but not limited to buckets, hydraulic hammer, tamp, and all construction activities associated with utilizing these items.

B. Payment

1. The accepted quantities for Mini Excavator will be made at the contract unit price per day and per week.

4.08 Item 01590.02 Small Excavator – 310 Series or Equivalent

A. Measurement

1. Small Excavator (CAT 317 or equivalent) with attachments will be measured per day. Measurement will include the use of but not limited to buckets, hydraulic hammer, tamps, and all construction activities associated with utilizing these items.

B. Payment

1. The accepted quantities for small excavator will be paid made at the contract unit price per day and per week.

4.09 Item 01590.03 Excavator – 320/330 Series or Equivalent

A. Measurement

1. This item includes providing an Excavator (CAT 320/330 or equivalent) will be measured per day. This will include the use of attachments but not limited to buckets, hydraulic hammer, tamps, and all construction activities associated with utilizing these items.

B. Payment

1. The accepted quantities for Excavator-320/330 Series or Equivalent will be paid at the contract unit price per day and/or per week.

4.10 Item 01591.02 Dozer – CAT D6 or Equivalent

A. Measurement

1. This item includes providing a Dozer - CAT D6 XL or equivalent) and all construction activities associated with utilizing these items.

B. Payment

1. Accepted quantities for Dozer-D6 or Equivalent will be paid at the contract unit price per day and/ or per week.

4.11 Item 01592.01 Skidsteer Compact Track – Cat 249D or Equivalent

A. Measurement

1. This includes providing a Compact Skidsteer with Tracks (Cat 249D or equivalent) and all construction activities associated with utilizing these items.

B. Payment

1. Accepted quantities for Skidsteer Compact Track – Cat 249D or Equivalent will be paid at the contract unit price per day and/or per week.

4.12 Item 01592.02 Skidsteer Compact Track with Bush Hog Attachment

A. Measurement

1. This includes providing a Compact Skidsteer with Tracks and Bush Hog Attachment (Cat 249D or equivalent) and all construction activities associated with utilizing these items.

B. Payment

1. Accepted quantities for Compact Skidsteer with Tracks and Bush Hog Attachment (Cat 249D or equivalent) will be paid at the contract unit price per day and/or per week.

4.13 Item 01593 Front End Loader

A. Measurement

1. This includes providing a Front End Loader (Case 580N or equivalent) and all construction activities associated with utilizing these items.

B. Payment

1. Accepted quantities for Front End Loader will be paid at the contract unit price per day and per week.

4.14 Item 01594 Mulching Tractor (FTX 100 or equivalent)

A. Measurement

1. This includes providing a Mulching Tractor (FTX 100 or equivalent) and all construction activities associated with utilizing these items.

B. Payment

1. Accepted quantities for M will be at the contract unit price per day and week.

4.15 Item 01595.01 Vibratory Roller (2 Ton)

A. Measurement

1. This includes providing a vibratory roller (2 ton) and all construction activities associated with utilizing this items.

B. Payment

1. Accepted quantities for vibratory roller be at the contract unit price per day and week.

4.16 Item 01595.02 Vibratory Roller (3 Ton)

A. Measurement

1. This includes providing a vibratory roller (3 ton) and all construction activities associated with utilizing this items.

B. Payment

1. Accepted quantities for vibratory roller be at the contract unit price per day and week.

4.17 Materials

A. Measurement

1. Material including but not limited to sewer & drainage pipe, geotextile fabric, aggregate base or subgrade, soil backfill will be measured by the installed linear foot, square foot, square yard, cubic foot, cubic yard, and ton.

B. Payment

1. Accepted materials and quantities will be at the invoiced cost plus 10%.

**SECTION 02230
SITE CLEARING**

PART 1 GENERAL

1.01 SCOPE

- A. This work shall consist of clearing and grubbing, removal, and disposal of all vegetation and debris within the limits of the rights-of-way and easement areas. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits; the preservation from injury or defacement of all vegetation and objects designated to remain; and all necessary replacement of fences, trees, hedges, shrubs, and flowers.

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 CLEARING AND GRUBBING

- A. The Purchaser will establish rights-of-way lines and construction limits. All trees, shrubs, edges, fences, and other items to remain shall be as indicated on the Plans or as directed by the Purchaser.
- B. The rights-of-way shall be cleared of all vegetation and debris except items designated to remain. All other trees, stumps, roots, brush, hedges, and other protruding obstructions within the excavation area shall be completely grubbed. In embankment areas, sound undisturbed stumps and roots which will be a minimum of five (5) feet below subgrade or slope of embankment will be allowed to remain in place provided undercutting or other corrective measures are not stipulated in the plans or directed by the Purchaser and providing stumps do not extend more than six (6) inches above the ground surface. If excavation is not required, the area shall be grubbed to a minimum depth of six (6) inches below existing grade to remove grass, roots, and other organic material.
- C. Low hanging branches and unsound or unsightly branches on trees or shrubs designated to remain shall be removed as directed by the Purchaser. Tree limbs and branches shall be trimmed to provide twenty (20) feet vertical clearance over the entire right-of-way. All trimming shall be done by skilled workmen in accordance with good tree surgery practices and cut or scarred surfaces of trees or shrubs to remain shall be treated with an approved asphalt base paint prepared especially for tree surgery.
- D. Within embankment areas, all depressions resulting from grubbing operations shall be backfilled with suitable material and left uniform. All depressions in excavation areas below subgrade elevation shall be backfilled with suitable material and compacted.
- E. When specified on the Plans or Right-of-Way Agreement or so directed by the Engineer, all fences removed for construction purposes shall be replaced with salvaged existing materials or with acceptable in-kind new materials to enclose the original enclosed area as nearly as possible and tie back to the old fence.

3.02 DISPOSAL OF DEBRIS

- A. All material from removal of structures and obstructions except salvaged items shall be disposed of off the Project and it shall be the Contractor's responsibility to secure any permits necessary for the disposal.

PART 4 MEASUREMENT & PAYMENT

4.01 MEASUREMENT

- A. No measurement will be made for this item.

4.02 PAYMENT

- A. No separate payment will be made for this item.

END OF SECTION 02230

**SECTION 02370
RIP RAP**

PART 1 GENERAL

1.01 SCOPE

- A. Rip-rap shall consist of furnishing and setting or placing, stones or sacked sand cement. The rip-rap shall be constructed in conformity to the lines, grades, and cross-sections, and at the locations indicated on the Plans or as directed by the Purchaser and in accordance with the requirements and provisions of these Specifications.

PART 2 PRODUCTS

2.01 MATERIAL

A. Stone

- 1. Stone shall be sound, dense and durable, free from cracks, pyrite intrusions and other structural defects and have a density of not less than 150 pounds per solid cubic foot. When tested by the Los Angeles method, the percent of wear shall not exceed 60.
- 2. When the stone is subjected to five alternations of the sodium sulfate soundness test, the weighted percentage of loss shall be not more than 15.
- 3. Stone shall conform to one of the following gradations and shall be approximately rectangular in shape:

B. RIP-RAP GRADATIONS

Grade B - 1,200 pound maximum weight

Weight	Percent
750 lbs to 1,200 lbs	27%
400 lbs to 749 lbs	25%
200 lbs to 399 lbs	25%
50 lbs to 199 lbs	15%
10 lbs to 49 lbs	5%
Less than 10 lbs	3%

Grade C - 400 pound maximum weight

Weight	Percent
250 lbs. to 400 lbs.	30%
50 lbs. to 249 lbs.	20%
30 lbs. to 49 lbs.	25%
10 lbs. to 29 lbs	20%
Less than 10 lbs.	5%

Grade D - 125 pound maximum weight

Weight	Percent
90 lbs. to 125 lbs.	25%
25 lbs. to 89 lbs.	50%
10 lbs. to 24 lbs.	15%
Under 10 lbs.	10%

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Grade E (upper bank)	
Weight	Percent
75 lbs. to 125 lbs.	10%
25 lbs. to 74 lbs.	40-60%
5 lbs. to 24 lbs.	20-40%
Under 5 lbs.	15%

C. Filter Cloth and Fasteners.

- The filter cloth material used as a base for rip-rap shall be pervious sheets of strong, rot-proof plastic fabric meeting the following Specifications:

<u>Physical Property</u>	<u>Test Method</u>	<u>Acceptable Test Results</u>
Tensile Strength, wet, lbs	ASTM D-1682	200 (min)
Elongation, wet, %	ASTM D-1682	40 (min)
Coefficient of Water Permeability, cm/scc	Constant Head	.03 (min)
Puncture Strength, lbs.	ASTM D-751	100 (min)
Pore Size – EOS	Corps of Engineers	40 (max)
U.S. Standard Sieve	CW-02215	

- The Contractor shall furnish a certified laboratory test report from an approved testing laboratory with each shipment of materials. Laboratory test reports shall include actual numerical test data obtained on this product.
- Pins may be any commercially available pin 6 inches in length capable of retaining a washer.
- Washers may be any commercially available washer 2 inches in diameter and compatible with the pin.
- The pins and washers shall be manufactured from corrosion resistant metal material.

2.02 EQUIPMENT

- All equipment necessary for the satisfactory performance of the work shall be on hand and approved by the Purchaser before construction will be permitted to begin.
- The equipment shall include wooden or metal tamps of sufficient weight and number to properly compact the slopes on which the rip-rap is to be placed.
- Wooden hand tamps, having a tamping face not greater than one square foot, and of sufficient weight and number to properly tamp the rip-rap, shall be furnished when sacked sand cement is used.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. The area to be occupied by the rip-rap stabilization shall be cleared of all trees, roots, vegetation, and similar material. Immediately prior to the placement of rip-rap, the slopes or ground surface shall be trimmed in conformity to the lines and grades indicated on the Plans or as directed by the Purchaser and shall be thoroughly compacted by the use of hand or mechanical tamps. Unless otherwise specified herein make all fill with suitable materials excavated from site. All fills in dry areas shall be compacted to a maximum density of 90 percent as determined by ASTM D 698 (Standard Proctor). On slopes, the bottom of the rip-rap shall be placed at least 2 feet below the natural ground surface, unless otherwise directed.
- B. Surplus excavated material shall be removed from the site and disposed of as shown on the Plans or as directed by the Purchaser. Spoil material shall not be disposed of in a watercourse or on the banks of a watercourse.

3.02 PLACING FILTER FABRIC

- A. Unless otherwise specified, filter fabric shall be placed on the prepared and compacted subgrade within the limits shown on the Plans for stone and sacked sand cement rip-rap. The filter fabric shall be laid loosely without wrinkles or creases. When more than one width or length of filter fabric is necessary, the joints shall be overlapped a minimum of 24 inches. Securing pins with washers shall be inserted through both strips of overlapped material and into the material beneath, until the washer bears against the fabric and secures it firmly to the base material. These securing pins shall be inserted through the overlapped fabric at no greater than 2 foot intervals along a line through the midpoint of the overlap. If the fabric is torn or damaged, a patch overlapping the edges of the damaged area by 2 feet shall be sewn securely to the fabric with a continuous, monofilament, rot-proof material.

3.03 PLACEMENT OF RIP-RAP

- A. Stone Rip-Rap
 - 1. Stone rip-rap shall be constructed upon the prepared foundation by hand placing, so that the stones shall be as close together as is practicable in order to reduce the voids to a minimum.
 - 2. When rip-rap is constructed in more than one layer, it shall be so placed that it will be thoroughly tied together with the larger stones protruding from one layer into the other.
 - 3. Each stone shall be placed so that the depth will be perpendicular to the surface upon which it is set. The length shall be placed as directed by the Purchaser and each main stone shall be placed so that it will be against the adjoining stones. The stones shall be placed in such a manner as to stagger all joints as far as it is possible and practicable.
 - 4. The main stones shall be thoroughly "chinked" and filled with the smaller stones by throwing them over the surface in any manner that is practicable for the smaller stones to fill the voids. This work shall continue with the progress of the construction. Tamping of the stones will not be required if the stones have been placed in a reasonable and satisfactory manner.
 - 5. Knapping of the stones will not be required, except stones protruding more than 4 inches above the specified grade, in which case, these stones shall be broken down to come within 4 inches of the specified grade.

3.04 DEPTH OF RIP-RAP

- A. The standard depth of stone rip-rap shall be 18 inches unless otherwise indicated or directed. The average depth for each 25 square feet of surface shall be not less than the depth indicated on the Plans or directed by the Purchaser, or the standard depth required in these Specifications.
- B. The completed sacked sand cement rip-rap shall have a minimum thickness of 10 inches, measured perpendicular to the slope.
- C. In no case shall any part of the finished depth of stone or sacked sand cement rip-rap vary more than 3 inches above or below the specified depth.

PART 4 MEASUREMENT & PAYMENT

4.01 MEASUREMENT

A. RIP-RAP

- 1. Stone rip-rap of various gradations will be measured for payment by the ton.

4.02 PAYMENT

A. RIP-RAP

- 1. The accepted quantities of stone rip-rap will be paid for at the contract unit price per ton. This price shall include material cost and delivery to the job site only. All equipment and labor shall be paid for through Miscellaneous Construction Requirements.

4.03 PAYMENT WILL BE MADE UNDER:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02370-4.02.A	RIP-RAP	TON

END OF SECTION 02370

**SECTION 02532
SANITARY SEWER MANHOLE ADJUSTMENT**

PART 1 GENERAL

1.01 SCOPE

- A. This Work shall consist of locating and adjusting existing sanitary sewer manhole frames and covers as necessary to conform to the existing street grades or as directed by the Purchaser in accordance with these Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

A. Mortar

- 1. Mortar shall be composed of the following mixtures by volume: one part Portland cement, two parts sand, hydrated lime not to exceed 10 percent of the cement used, and four parts water. All ingredients shall be proportioned by measurement and not by estimation. All hydrated lime shall be as specified by ASTM C 6.
- 2. The mortar shall be hand mixed or machine mixed. In the preparation of hand mixed mortar, the sand, cement and hydrated lime shall be thoroughly mixed together in a clean, tight mortar box until the mixture is of uniform color, after which water shall be added. Machine mixed mortar shall be prepared in an approved mixer and shall be mixed not less than 1 ½ minutes. Mortar shall be used within 30 minutes after mixing.

B. Brick

- 1. All brick shall conform to the Specifications for Concrete Building Brick, ASTM C55 for Grade A. Bricks shall conform to the following dimensions, unless otherwise approved by the Purchaser.

	Depth (Inches)	Width (Inches)	Length (Inches)
Standard Size	2 ¼	3 ¾	8
Allowable Variation	+ ¼	+ ¼	+ ½

- 2. All bricks shall be new and whole, of uniform standard size and with substantially straight and parallel edges and square corners. Bricks shall be tough and strong and free from injurious cracks and flaws. Bricks shall be culled after delivery, if required, and all culls shall be removed from the work site.
- 3. The Subcontractor may be required to furnish the Purchaser with at least five bricks of the character and make he proposes to use, at least one week before any bricks are delivered for use. All bricks shall be of the same quality as the accepted samples.

C. Portland Cement Concrete

- 1. Portland cement concrete for adjustment of precast or poured-in-place concrete manholes shall be in accordance with Section 03050 Portland Cement Concrete.

D. Steel Reinforcement

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1. Deformed steel reinforcing bar and welded wire fabric shall be of the grades, sizes and dimensions and at the designated spacing's and locations as shown on the plans or as directed by the Purchaser.

E. Grade Adapter Ring

1. Grade adapter rings shall be of the standard Memphis type as supplied by Universal Scaffolding. The Subcontractor shall secure and provide the Grade Adapter Ring.

F. Manhole Frame & Cover

1. Manhole Frame & Covers shall be of the standard Memphis type as supplied by Universal Scaffolding. The Subcontractor shall secure and provide the Frame and Cover.

G. Paving Materials

1. Flexible pavement (asphaltic concrete) and rigid pavement (Portland cement) shall be restored in kind using materials in accordance with Section 02950 Removal and Replacement of Pavements and Incidentals.

H. Precast Concrete Manhole Sections

1. Precast concrete manhole sections shall be as specified in the City of Memphis Standard Construction Specification Section 02531 – Installation and Replacement of Manholes.

2.02 EQUIPMENT

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

PART 3 EXECUTION

A. Locate Manhole

1. The Subcontractor shall be provided all available field records and plan information regarding the location of manholes that are not on grade and showing. Using field measurements, metal detectors, Sonde, or other devices, the Subcontractor shall first locate the manhole cover to be raised to grade. The surface cover (asphalt, soil) shall then be removed and the manhole frame and rim exposed prior to adjustment. The differential height between the existing manhole rim and the street or easement surface shall be measured and this differential is the basis for the selection of the adjustment method and the payment.

B. Standard Adjustment Method (Adjustments >5" & <18")

1. Any manhole covers not adjusted and set at final grade by others shall be adjusted by the Subcontractor. If the cover requires lowering, the manhole rim shall be removed, sufficient upper courses of brick removed, and the rim reset at proper grade by use of cement mortar over the top course of brick remaining.
2. If the cover requires raising, and reaching the required final rim elevation at grade will exceed the allowable maximum of 5-inches using adapter rings, all existing riser rings in the frame shall be removed and defective courses of brick shall also be removed, and

the manhole shall be rebuilt to the final street or easement grade with the rim reset as described above.

C. Manhole Adjustment with Adapter Rings (Adjustments <5”)

1. For manhole covers to be raised less than or equal to 5 inches and where the total collar height would not exceed 18 inches, manhole adapter rings may be used if approved by the Purchaser. Adapter rings may be added to raise the cover a maximum of 5 inches. Adapter rings shall be tack welded to the existing rim at a minimum of 4 locations.

D. Manhole Adjustments (>18”)

1. For manhole covers more than 18 inches below grade, the Subcontractor shall be responsible for removing the existing cover or pavement, excavating to locate the actual depth of the existing manhole frame and cover, and raising the frame and cover in accordance with SARP10 specifications and details. If the frame and cover is between 18” and 36” below grade, the Subcontractor shall raise the frame and cover in accordance with SARP10 Detail “*Adjusting Manhole Frame & Cover 5 to 18 Inches.*” If greater than 36”, the Subcontractor shall follow the SARP10 Detail “*Adjusting Manhole >18 Inches Deep.*” This shall include replacing existing brick corbels sections with precast manhole sections and/or corbels to attach to the existing manhole structure.

E. Traffic Control

1. 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.

F. Fall Protection

1. 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.

G. Site Preparation and Restoration

1. The Subcontractor shall prepare and restore the site in accordance with Specification Section 02630 Site Preparation & Restoration. The Subcontractor shall remove the vegetated area around a manhole as needed to adjust the manhole frame and cover. All disturbed areas shall be restored as neatly as practical to their original condition. The disturbed area shall be cleared and raked to the level of the existing turf and then watered. New sod shall be installed over the entire disturbed area. 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.

H. Removal & Replacement of Pavements Incidental

1. The Subcontractor shall remove and replace pavement and incidentals in accordance with requirements of Specification Section 02950 Removal and Replacement of Pavement and Incidentals.

I. Restoration of Road Surfaces

1. Flexible pavement (asphaltic concrete) and rigid pavement (Portland cement) shall be restored in kind using materials in accordance with Section 02950 Removal and Replacement of Pavements and Incidentals.

PART 4 MEASUREMENT & PAYMENT

4.01 MEASUREMENT

A. Manhole Adjustment with Adapter Rings (Adjustments <5")

1. Manhole adjustment with adapter rings will be measured per each.

B. Standard Manhole Adjustments (Adjustments >5" and < 18")

1. Standard manhole adjustments will be measured per each.

C. Manhole Adjustments (Adjustments >18" & <36")

1. Manhole adjustments will be measured per each.

D. Manhole Adjustments (Adjustments >36")

1. Manhole adjustments will be measured per vertical foot.

E. 1.5 – inch Manhole Adjustment Ring

1. Manhole adjustment rings will be measured per each.

F. 2 – inch Manhole Adjustment Ring

1. Manhole adjustment rings will be measured per each.

G. #7 Sewer Manhole Frame & Cover

1. Manhole frames and covers will be measured per each.

H. #7 Sewer Manhole Cover Only

1. Manhole covers will be measured per each.

I. Traffic Control

1. Traffic control will be paid for per each construction area.

J. Site Preparation and Restoration

1. The area to be considered for measurement will be the limit of the construction area unless otherwise directed by the Purchaser.

2. When the Proposal Sheet(s) do(es) 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.

K. Sonde Used to Locate Manhole

1. Sonde use to locate manholes will be measured per each manhole employed.

4.02 PAYMENT

A. Manhole Adjustment with Adapter Rings (Adjustments <5")

1. The accepted quantities of manholes adjusted by the adapter ring method will be paid for at the contract unit price per each, for raising the manhole cover to final grade, which price will be full compensation for furnishing all labor and materials necessary for the complete adjustment of the cover to the satisfaction of the Purchaser.

B. Standard Manhole Adjustments (Adjustments >5" and < 18")

1. The accepted quantities of manholes adjusted will be paid for at the contract unit price per each, for raising or lowering the existing or new manhole frame and cover to final grade, which price will be full compensation for furnishing all labor and materials necessary for the complete adjustment of the frames and covers to the satisfaction of the Purchaser.

C. Manholes Adjustments (Adjustments >18" & <36")

1. The accepted quantities of manholes adjusted will be paid for at the contract unit price per each, for raising or lowering the existing or new manhole frame and cover to final grade, which price will be full compensation for furnishing all labor and materials necessary for the complete adjustment of the frames and covers to the satisfaction of the Purchaser.

D. Manhole Adjustments (Adjustments >36")

1. The accepted quantities of manholes adjusted will be paid for at the contract unit price per each, for raising or lowering the existing or new manhole frame and cover to final grade, which price will be full compensation for furnishing all labor and materials necessary for the complete adjustment of the frames and covers to the satisfaction of the Purchaser.

E. 1.5 – inch Manhole Adjustment Ring

1. Manhole adjustment rings will be paid per each. This payment shall include procurement of the manhole adjustment ring from Universal Scaffolding and delivery to the site.

F. 2 – inch Manhole Adjustment Ring

1. Manhole adjustment rings will be paid per each. This payment shall include procurement of the manhole adjustment ring from Universal Scaffolding and delivery to the site.

G. #7 Sewer Manhole Frame & Cover

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1. Manhole frames and covers will be paid per each. This payment shall include procurement of the manhole frame and cover from Universal Scaffolding and delivery to the site.

H. #7 Sewer Manhole Cover Only

1. Manhole covers will be paid per each. This payment shall include procurement of the manhole adjustment ring from Universal Scaffolding and delivery to the site.

I. Traffic Control

1. Traffic control will be paid for per each construction area including all appurtenances required to comply with MUTCD standards.

J. Site Preparation & Restoration

1. Payment will be made for Site Preparation and Restoration at the price, per each construction area which will be full compensation for removal of trees, shrubs, plants, brush, rubbish, fences, manmade obstructions including but not limited to structures, abandoned cars and appliances, building foundations, and all other obstructions as may be directed by the Purchaser; the disposal of debris, removing of obstructions, and the restoration of fences, turfed areas, and all other items will be as specified in the Plans and Contract Documents or as directed by the Purchaser.

K. Sonde Used To Locate Manhole

1. Payment will be made for use of a Sonde to successfully locate and raise a buried manhole that cannot be located after attempting other means. Sonde use must be approved in advance by the Purchaser.

4.03 PAYMENT WILL BE MADE UNDER:

Item No.	Pay Item	Pay Unit
02532-4.02.A	MANHOLE ADJUSTMENTS WITH ADAPTER RINGS (ADJUSTMENTS <5")	EACH
02532-4.02.B	STANDARD MANHOLE ADJUSTMENT (ADJUSTMENT >5" AND <18")	EACH
02532-4.02.C	STANDARD MANHOLE ADJUSTMENT (ADJUSTMENT >18" AND <36")	EACH
02532-4.02.D	STANDARD MANHOLE ADJUSTMENT (ADJUSTMENT >36")	EACH
02532-4.02.E	1.5 – INCH MANHOLE ADJUSTMENT RING	EACH
02532-4.02.F	2 – INCH MANHOLE ADJUSTMENT RING	EACH
02532-4.02.G	#7 SEWER MANHOLE FRAME AND COVER	EACH
02532-4.02.H	#7 SEWER MANHOLE COVER ONLY	EACH
02532-4.02.I	TRAFFIC CONTROL PER CONSTRUCTION AREA	EACH
02532-4.02.J	SITE PREPARATION AND RESTORATION	EACH
02532-4.02.K	SONDE TO LOCATE MANHOLE	EACH

END OF SECTION 02532

**SECTION 02730
TEMPORARY SURFACING**

PART 1 GENERAL

1.01 SCOPE

- A. This work shall consist of furnishing and placing of Camden gravel, limestone or pit run gravel for use in providing a temporary surface for driveways and entrances to properties where the permanent driveway or entrance surface has been removed and before such surface has been replaced, as well as providing temporary surfaces in the project area at the discretion of the Purchaser. The work shall be as directed by the Purchaser to meet conditions encountered at the site.

PART 2 PRODUCT

2.01 MATERIALS

A. Limestone

1. Limestone for temporary surfacing of driveways or other areas shall consist of the gradation shown below:

Total Percent by Dry Weight, Passing Each Sieve (U.S. Standard)

Size No.	1 ½"	1"	½"	No.4	No. 100
CR-610	100	85 – 100	40 – 75	15 – 40	0 – 10

B. Camden Gravel

1. As an alternative to limestone as specified above, gravel known locally as Camden gravel shall be used when directed by the Purchaser.

C. Pit Run Gravel

1. As an alternative to limestone or Camden gravel as specified above, gravel known as pit run gravel shall be used when directed by the Purchaser. Gradation shall conform to Specification Section 02720 Paragraph 2.01.A.

2.02 EQUIPMENT

- A. 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 EXECUTION

3.01 GENERAL

- A. The area upon which gravel or limestone is to be placed shall be reasonably dry and free of mud, muck, or organic material so as to form a suitable foundation for placement of temporary surfacing material, to the satisfaction of the Purchaser. The area shall be compacted to 90% modified proctor if it is to remain in place as a base, or 90% standard proctor if it is to remain in place as a subbase. If necessary, unsuitable material shall be removed to a depth as directed by the Purchaser. This excavation shall be considered incidental to other work and no separate payment will be made.

- B. For the area defined to receive aggregate or gravel, the Subcontractor shall place the specified material in lifts not to exceed 12 inches and to a grade conforming with the adjoining driveway or surfaced area and shall properly compact each lift to provide a dense, unyielding surface suitable for temporary use of the street or driveway.
- C. For the area defined to receive Fill Dirt, the Subcontractor shall place 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.
- D. At such time as the project has progressed so that permanent driveway surfacing or pavement is to be placed, the material for temporary surfacing use shall remain in place to serve as base or subbase material, or shall be removed as directed by the Purchaser. Any removed material shall be the property of the Subcontractor who shall be responsible for disposing of the material. The removal of such material shall be considered incidental to other work and no separate payment will be made.

PART 4 MEASUREMENT & PAYMENT

4.01 MEASUREMENT

- 1. CR-610 Limestone
 - a. This material will be measured for payment by the ton of material furnished.
- 2. Fill Dirt
 - a. This material will be measured for payment by the cubic yard of material furnished.

4.02 PAYMENT

- A. CR-610 Limestone
 - 1. The accepted quantities of limestone will be paid for at the contract unit price per ton. This price shall include the material cost and delivery to the job site and removal of unsuitable material from the site, as necessary.
- B. Fill Dirt
 - 1. The accepted quantities of fill dirt will be paid for at the contract unit price per cubic yard. This price shall include the material cost and delivery to the job site and removal of unsuitable material from the site, as necessary.

4.03 PAYMENT WILL BE MADE UNDER:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02730-4.02.A	CR-610 LIMESTONE	Ton
02730-4.02.B	FILL DIRT	CY

END OF SECTION 02730

**SECTION 02921
SODDING**

PART 1 GENERAL

1.01 SCOPE

- A. This work shall consist of furnishing and placing sod at all locations shown on the Plans or where directed by the Owner, 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 Owner.

PART 2 PRODUCTS

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 EXECUTION

3.01 WEATHER LIMITATIONS

- A. Sod shall be set or reset only when the soil is moist and favorable for growth. No setting or resetting shall be done during 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 Owner. 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 Owner. 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 Owner. 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 Owner. 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 Owner.

3.04 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 Owner. 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.

3.05 DISPOSAL OF SURPLUS MATERIAL

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

PART 4 PAYMENT

- A. No information in this section.

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. Temporary Cold Patch Asphalt

1. Temporary cold patch asphalt shall meet the requirements of TDOT Standard Specifications for Road and Bridge Construction Section 410.

D. 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.

E. 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 PAVEMENTS

A. Asphalt Pavement

- 1. 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.

B. Concrete Pavement

- 1. 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.

C. Concrete Sidewalk, Curb and Gutter, and Driveways

- 1. 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.

D. Gravel Pavement

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

3.02 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.

D. Installation and Replacement of Temporary Cold Patch Paving

1. With the approval of the Purchaser, during times when permanent hot mix asphalt is not available, pavement surfaces shall be restored with temporary cold patch asphalt. Once the permanent asphalt is available, the Subcontractor shall remove and replace the temporary cold patch asphalt with permanent asphalt in accordance with Section 3.05.A Asphalt Pavements.

E. REPLACEMENT OF SIDEWALKS, DRIVEWAY APRONS, CURBS AND GUTTERS, DRIVEWAYS

1. Concrete sidewalks and driveway aprons shall be replaced in accordance with the City of Memphis Standard Construction Specifications.
2. 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.
3. 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.

3.03 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.

3.04 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.

2. The accepted quantities of temporary 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 installation; maintenance; removal and disposal of pavement; preparing the subgrade; and placing and compacting temporary 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.

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
02950-4.02.A.1	ASPHALTIC CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SQUARE YARD
02950-4.02.A.2	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SQUARE YARD
02950-4.02.A.3	TEMPORARY ASPHALT REMOVAL AND REPLACEMENT	SQUARE YARD
02950-4.02.B	CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQUARE YARD
02950-4.02.C	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	SQUARE YARD
02950-4.02.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

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 MATERIALS

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

2.03 PORTLAND CEMENT

- A. 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.

2.04 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.

2.04 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

2.05 WATER

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

2.06 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.

2.07 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 through 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.

2.08 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.

2.09 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.

2.10 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.

2.11 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.

2.12 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 non-agitator 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^o 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 nonagitating 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 nonagitating 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 03 05 00.2 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 slum 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 Class Of Concrete	28-Day Compressive Strength (psi)	Min. Cement Factor-Sacks/CY			Min. Cement Factor-#/CY			Net Water Max. Gals./CY		
		Slump In Inches	Gravel Course Aggregate	Limestone Course Aggregate	Gravel Course Aggregate	Limestone Course Aggregate	Gravel Course Aggregate	Limestone Course Aggregate	Gravel Course Aggregate	Limestone Course Aggregate
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	

(1) Minimum compressive strength @ 14 days. Minimum flexural strength @ 14 days of 550 psi per AASHTO T 22.
 (2) Gravel Coarse Aggregate no permitted.
 (3) 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 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.

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 nonshrinking 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

- A. 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