

**COMPETITIVE SEALED BID
CITY OF LYTLE, TEXAS**



**2024 Well No. 3 Plugging
COMPETITIVE SEALED BID - #2024-10-05**

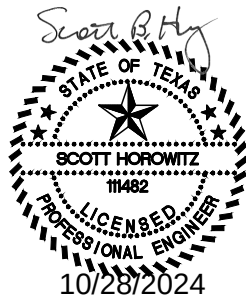
**BID OPENING DATE:
November 27, 2024**

City of Lytle
Well No. 3 Plugging

SPECIFICATION CERTIFICATIONS

Division 0 & 1

Section 04 43 42
Section 00 73 00
Section 01 11 00
Section 01 29 00
Section 01 31 19
Section 01 32 33
Section 01 33 00
Section 01 43 00
Section 01 50 00
Section 01 57 19
Section 01 57 23
Section 01 61 00
Section 01 77 00



Division 2

Section 02 55 55



10-28-2024

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**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS
FOR
CITY OF LYTLE
2024 Well No. 3 Plugging – Competitive Sealed bid – #2024-10-05**

TABLE OF CONTENTS

- Schedule Summary
- Invitation to Bid
- Scope of Work and Special Conditions
- Instructions to Bidders
- General Conditions of the Bidding
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- References
- Supplemental Information – Contract Development
- Statement of Bidder's Qualifications
- Conflict of Interest Questionnaire
- Form Contract for Construction
- Bid Bond
- Payment Bonds
- Performance Bonds
- Schedule of Drawings
- Technical Specifications

**PROPOSAL OPENING DATE:
November 27, 2024**

**Competitive Sealed bid – #2024-10-05
SCHEDULE SUMMARY**

Wednesday	October 30, 2024 The Devine News and www.CivCastUSA.com	Bid Documents Released and 1 st Legal Advertising for Bid
Wednesday	November 6, 2024 The Devine News and www.CivCastUSA.com	2 nd Legal Advertising for Bid
Wednesday	November 13, 2024, 10 A.M. Zoom Meeting with Link to be Provided Through www.CivCastUSA.com	Pre-Bid Conference
Wednesday	November 20, 2024	Last day for inquiries and clarifications. (Please submit all questions via www.CivCastUSA.com)
Wednesday	November 27, 2024 10:00 AM www.CivCastUSA.com/ebidding and City of Lytle City Hall 10:05 AM Zoom Meeting with Link to be Provided through www.CivCastUSA.com	Deadline for Submission of Bids via www.CivCastUSA.com or via Hard Copy Opening of Bids via Teleconference
Monday	December 9, 2024 City of Lytle City Hall	City Council Meeting Award of Bid and Contract

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**INVITATION TO BID
COMPETITIVE SEALED BID - #2024-10-05**

2024 WELL NO. 3 PLUGGING

The City of Lytle, Texas is accepting Competitive Sealed Bids for all Bids using CivCast USA ("CivCast") website www.CivCastUSA.com for all supervision, materials, labor and equipment necessary for the Well No. 3 Plugging project in City of Lytle, Texas.

Copies of the bidding documents may be reviewed and obtained from www.CivCastUSA.com: search "2024 WELL NO. 3 PLUGGING". Bidders must register on this website in order to view and/or download specifications, plans, and other related documents for this project. There is NO charge to view or download documents. Historically Underutilized Businesses (HUBs), minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit a proposal.

A NON-MANDATORY PRE-BID TELECONFERENCE WILL BE HELD VIA ZOOM ON WEDNESDAY, NOVEMBER 13, 2024 AT 10:00 A.M. A LINK TO THE ZOOM MEETING WILL BE PROVIDED THROUGH WWW.CIVCASTUSA.COM

BIDS MUST BE RECEIVED VIA E-BIDDING USING THE CIVCAST WEBSITE OR, IF SUBMITTING BY HARD COPY, BY THE CITY SECRETARY OF THE CITY OF LYTLE NO LATER THAN 10:00 AM ON WEDNESDAY, NOVEMBER 27TH, 2024. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT HIS/HER BID IS ACTUALLY SUBMITTED THROUGH THE CIVCAST WEBSITE OR IN THE CITY SECRETARY'S OFFICE PRIOR TO THE BID SUBMISSION DEADLINE.

Any Bids submitted via hard copy for consideration must include one (1) original in hard copy and one (1) electronic version, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid - #2024-10-05, 2024 Well No. 3 Plugging" Attention: City Secretary, and must contain the name of the company submitting the Bid.

BIDS WILL BE PUBLICLY OPENED AND READ VIA TELECONFERENCE VIA ZOOM ON WEDNESDAY, NOVEMBER 27, 2024 AT 10:05 A.M. A LINK TO THE ZOOM MEETING WILL BE PROVIDED THROUGH WWW.CIVCASTUSA.COM.

Bid security in the amount of not less than five percent (5%) of the total amount of the Bid must accompany each Bid as a guarantee that the Successful Bidder will enter into a proper Contract and execute Bonds and Guaranties on the forms provided within eight (8) calendar days after the date Contract Documents are received by the Contractor.

Upon consideration of the Bids, the City Council plans to award a Contract; however, the City reserves the right to reject any or all bids, to waive any or all irregularities, formalities or technicalities, and to accept any bid that it deems advantageous to the City. Bids shall be valid for a period of ninety (90) days from the date Bids are opened. Each bidder agrees to waive any claim it has or may have against the city, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid. The Successful Bidder will be required to furnish a performance bond and a payment bond each in an amount of 100% of the total contract price.

1st Advertisement: The Devine News, October 30, 2024

2nd Advertisement: The Devine News, November 6, 2024

COMPETATIVE SEALED BID - #2024-10-05
CITY OF LYTLE WELL NO. 3 PLUGGING
SCOPE OF WORK AND SPECIAL CONDITIONS

I. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, supervision, and incidentals for construction of Well No. 3 Plugging. Work of the Contract includes, but is not limited to the following:

1. Furnishings of all superintendence, design, labor, material, transportation, tools, supplies, equipment and appurtenances necessary for plugging the well as herein described and shown on the plans which are made a part of these specifications. The existing pipes and discharge piping will be removed by others.

All work shall be performed in accordance with the Construction Plans developed for the project which are available from www.CivCastUSA.com and Technical Specifications provided herein.

II. RESPONSIBILITIES OF THE CONTRACTOR

The bidder must be capable of performing all responsibilities normally associated with providing well plugging in accordance with the Construction Plans developed for the Project and Technical Specifications provided herein. The successful bidder shall furnish all supervision, materials, labor, and equipment for work delineated above.

III. CONSTRUCTION SCHEDULE

Following award of bid, City and the City's Engineer will meet with the successful bidder to develop and submit a construction schedule for the total scope of work. City may also request successful bidder to develop and submit a construction schedule for phase of the project if applicable. The successful bidder will be required to complete the entire scope of work as outlined in Section I above within **180** calendar days after the date of the first written notice to proceed issued by the City. The work to be performed shall be commenced within ten (10) calendar days after the date a written notice to proceed has been issued to successful bidder by the City. Construction activity is allowed Monday through Friday, 7:00 a.m. to 7:00 p.m. Saturday and Sunday, 9:00 a.m. to 6:00 p.m., unless otherwise permitted by the Director of Public Works in compliance with the City's noise regulations.

IV. USE OF SUBCONTRACTORS

The City specifically prohibits the use of subcontractors without written authorization. Authorized subcontractors are subject to the same insurance requirements as stated in the Contractor Insurance Requirements provided in this Bid.

V. SAFETY REGULATIONS

The successful bidder's personnel shall wear orange safety vests on all job sites. Work gloves and other appropriate clothing/shoes shall be worn. The successful bidder's personnel must have received the appropriate safety training prior to start of work.

VI. TRAFFIC CONTROL PLANS

Contractor will be responsible for installing and maintaining a Traffic Control Plan contained in the Construction Plans if applicable.

VII. SUBSURFACE UTILITY EXPLORATION

It is not represented that Construction Plans show all existing utility structures and infrastructure. It is the Contractor's responsibility to determine the depth, location and their existence which may conflict with the proposed construction by referring to available records, consulting appropriate municipal departments and utility owners and by making necessary exploration and excavations. All investigative work will be done and all repairs required after completion of investigative work shall be performed by the Contractor at no additional cost to the project, unless otherwise stated in the contract documents. Whatever existing utilities, not indicated on the Construction Plans, present obstructions to grade and alignment of pipe, immediately notify the City and City's Engineer, who without delay, will determine whenever existing utilities are to be relocated, or grade and alignment of proposed pipe changed. When necessary to move services, poles, guy wires, decorative lights, pipelines, or other obstructions, the Contractor shall contact and coordinate and make arrangements with owners of said utilities. The City will not be liable for damages on account of delays due to changes or adjustments made by owners of privately owned utilities and faulty workmanship by owners of privately owned utilities which hinder progress of work regardless of work authorized by the City or other entities. It is the Contractor's responsibility to install the proposed utilities and maintain proper clearances with all existing utilities and meet the regulatory requirements. Any damage to existing sprinklers or sanitary sewer service lines shall be repaired to the City's satisfaction at no additional cost to the project.

In the event a utility (shown or not shown on the plan drawings) including but not limited to gas, electric, telephone, cable, standard lighting and decorating lighting, petroleum or petroleum related pipelines is exposed due to excavation and is in conflict, the appropriate company shall be contacted by the Contractor. The Contractor shall make a concerted effort to the City's Engineer's satisfaction to identify the utility (if unknown) and avoid any conflict with the utility. The Contractor shall provide all the necessary

documentation for the efforts extended by the Contractor in locating the utility. The documentation shall be either telephone conversation memos, letters, meeting on site and other coordination efforts utilized to identify the utility or pipeline. The City's Engineer will review all the documentation provided by the Contractor. In the event of a conflict with the utility, and the City's Engineer concurs that the Contractor had made a concerted effort to avoid the conflict and in spite of his effort, the conflict cannot be avoided without the utility being relocated, the City will assist in coordinating the relocation efforts of the utility with the pertinent company. (The Contractor is still responsible for coordinating efforts with the utility or the pipeline company.) The Contractor during the period the utility is being relocated, will move his crew(s) to other areas at his own expense. The Contractor will not be due any compensation for delays or downtime resulting from the coordination and relocation efforts performed by the Contractor or the utility owner due to the utility conflict. The Contractor may request additional time if the relocation effort substantially hinders his construction effort. No additional payment will be made. If the Contractor chooses to assist the utility or pipeline company in the performance of their work, he shall be doing that at his own risk. The City will not be responsible for costs incurred by the Contractor from providing such assistance to the utility or pipeline companies.

The Contractor is made aware and shall make provisions in his unit price bid to allow for changes in alignment (vertical and horizontal) of the proposed utility (storm, water, sanitary sewer or force main) and roadway during construction to avoid conflicts, conditions encountered in the field, and to expedite construction. The Contractor is made aware that the water line may be required to be installed at a deeper elevation than shown on the plan drawings to avoid conflicts and to maintain clearances with utilities. No additional payment shall be made for the increased installation efforts expended by the Contractor. The City will not be responsible for any claims for downtime costs resulting from such conflicts. If the change in alignment results in increased quantities of the pertinent item, the Contractor shall be paid at the established bid unit price in the Contract.

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL THE REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.

1. BIDS, PREPARATION AND SUBMITTAL

Bidders must utilize the Bid Form and must submit either via e-bidding using www.CivCastUSA.com website or, if submitting by hard copy, one (1) original in hard copy and one (1) electronic version of the sealed bid/written quote/proposal as required in the Invitation to Bid to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Bidders are strongly encouraged to submit their bid via e-bidding using www.CivCastUSA.com. Failure to submit the required bid documents may result in the bid being declared unresponsive to specification and may not be further evaluated.

For Bids submitted by hard copy, all figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent, the Bidder should notify the City or the City's Engineer by submitting a question through www.CivCastUSA.com prior to the last day for inquires and clarifications as outlined in the Bid Summary Schedule and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. PRE-BID CONFERENCE

A non-mandatory pre-submittal conference will be held via Zoom on November 13, 2024, at 10:00 A.M. A link for the Zoom meeting will be provided through www.CivCastUSA.com.

4. DELIVERY OF BIDS

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered.

5. SIGNATURES ON BIDS SUBMITTED IN HARD COPY

All Bid responses submitted in hard copy are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the Bid Deadline. For Bids submitted via hard copy, the signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before the Bid Deadline. Hard copy bids may be withdrawn by written request signed by the bidder prior to the Bid Deadline; however, such written request must be received by the City in the normal course of business and prior to the Bid Deadline. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the Bid Deadline. No bids may be withdrawn for a period of ninety (90) calendar days after the Bid Deadline.

7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified, and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- The bidder lacks necessary experience, qualifications or financial capability to complete the project in the manner required by these bid documents.
- Failure to comply with any of the requirements contained herein.

- Lack of signature by an authorized representative on the Bid Form for bids submitted via hard copy.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

Bidders may be required to show evidence that they have successfully completed an equivalent project within the past three (3) years to qualify for this work.

8. BID OPENINGS

All bids submitted in compliance with the Bid Deadline will be opened publicly and read via teleconference via Zoom, at the date and time shown in the Invitation to Bidders. A link to the Zoom meeting will be provided through www.CivCastUSA.com. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Lytle Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The City will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

9. BASIS OF AWARD

It is the intent of the City to award the Contract to the lowest responsible bidder in compliance with Section 252.043 of the Texas Local Government Code. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids.

The City of Lytle reserves the right to contact any offer, or at any time, to clarify, verify or request information with regard to any bid. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all bids.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may download a copy from www.CivCastUSA.com.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Lytle to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Lytle, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DELIVERY PROMISE-PENALTIES:** Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

6. DESCRIPTIONS: Any reference to model and/or make/manufacture used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
7. EXCEPTIONS/SUBSTITUTIONS: All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Lytle reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
8. PROPRIETARY INFORMATION: If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
9. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
10. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made via www.CivCastUSA.com. Sole issuing authority of addenda shall be vested in the City of Lytle's Engineer.
11. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.
12. INQUIRIES: Any inquiries concerning the bid documents shall be submitted to the City's Engineer through www.CivCastUSA.com. Inquiries are permitted until the deadline as indicated in the Bid Schedule Summary. Necessary replies will be issued to bidders of record as addenda, which become a part of the bidding documents. Oral instructions do not form a part of the bidding documents. Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.

PERFORMANCE

13. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidders' responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;

- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance;
- D. Have a satisfactory record of integrity and ethics; and
- E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

- 14. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this Contract in whole or in part, without the prior written consent of the City.
- 15. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
- 16. **LABATORY TESTING:** An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
- 17. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
- 18. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
- 19. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 20. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 21. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lytle.

PURCHASE ORDERS AND PAYMENT

22. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
23. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
24. **APPROPRIATION CLAUSE:** The City of Lytle is a Texas type A municipal City operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
25. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN the PROPOSAL PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Finance Director.
26. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
27. **INVOICES:** Invoices must be submitted electronically to TRC for review and approval. Upon TRC's approval, invoices must be submitted electrically to the City of Lytle, Attn: LaNet Hester, Finance Director, lanet.hester@lytle.tx.org. The respondent awarded the proposal must fill out a Vendor Packet provided by the City and returned to the City before invoices can be processed.

CONTRACT

28. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both

29. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
30. **ELECTRONIC PROCUREMENT:** The City of Lytle has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062 of the Texas Government Code. The City of Lytle may receive submittals in electronic form in response to procurement requests. However, a proposal that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the proposal opening.
31. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
32. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
33. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Lytle shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in

submitting this bid, agrees that the City of Lytle shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

34. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
35. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
36. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Atascosa County, Texas.
37. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
38. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
39. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
40. **FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the

Respondent has fully advised the City of Lytle as to the facts and circumstances surrounding the conviction.

41. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and

have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

CITY OF LYTLE CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Lytle shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

In order to make this determination, please answer the following questions:

1.

Address and phone number of your principal place of business:
2.

Name and address of principal place of business, and phone number of your company’s majority owner:
3.

Name and address of principal place of business, and phone number of your company’s ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Lytle to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

BID FORM

DATE: _____

Gentlemen:

Having carefully examined the Instructions to Bidders, the General Conditions of the Contract, and Detailed Plans and Specifications, the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work this refers to, for the construction of all items listed at the prices shown for each item on the following bid schedule.

The bid schedule attached lists the various divisions of construction contemplated in the Plans and Specifications. Bid prices must be shown in Words and Figures for each item listed in the Bid, and in the event of a discrepancy, the words shall control.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

All the various phases of work enumerated in the detailed specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the bid schedule, irrespective of whether it is named in said list.

Bidder agrees to perform all of the work listed in the bid and as described in the specifications and shown on the plans, for the following unit prices:

**CITY OF LYTLE, TEXAS WATER
WELL NO. 3 – PLUGGING PROJECT
BASE BID (FULL GROUT)**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.1	1	LS	For furnishing the required Performance and Payment Bonds for the project, as described in these specifications, for the sum of: _____ _____ Dollars _____ Cents (\$ _____) per lump sum	\$ _____
P.2	1	LS	For furnishing the mobilization to the site at project start and de-mobilization from the site at project end, including revegetating the areas disturbed by the project work as described in these specifications, for the sum of: _____ _____ Dollars _____ Cents (\$ _____) per lump sum	\$ _____
P.3	1	LS	For furnishing all materials, equipment, labor, equipment, superintendence and incidental work for PRELIMINARY WORK to plug the well including removal of well debris, video & geophysical logging, wait time for EAA reviews etc., as detailed in these specifications, complete in place, for the sum of: _____ _____ Dollars _____ Cents (\$ _____) per lump sum	\$ _____

P.4	1	LS	For furnishing all materials, equipment, labor, equipment, superintendence and incidental work for plugging the well by the FULL GROUT METHOD including grout, grout pump, tremie pipe, excavations, fill soil, etc., and SURFACE COMPLETION as detailed in these specifications, complete in place, for the sum of: _____ _____ Dollars _____ Cents (\$ _____) per lump sum	\$ _____
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TOTAL BASE BID: \$ _____

(Summation of items P.1 through P.4)

Total Dollars Cents \$ _____

**CITY OF LYTLE, TEXAS WATER WELL NO 3 –
PLUGGING PROJECT ALTERNATE BID
(GRAVEL & GROUT)**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.A.1	1	LS	For furnishing the required Performance and Payment Bonds for the project, as described in these specifications, for the sum of: _____ _____ Dollars _____ Cents (\$ _____) per lump sum	\$ _____
P.A.2	1	LS	For furnishing the mobilization to the site at project start and de-mobilization from the site at project end, including revegetating the areas disturbed by the project work as described in these specifications, for the sum of: _____ _____ Dollars _____ Cents (\$ _____) per lump sum	\$ _____
P.A.3	1	LS	For furnishing all materials, equipment, labor, equipment, superintendence and incidental work for PRELIMINARY WORK to plug the well including removal of well debris, video & geophysical logging, wait time for EAA reviews etc., as detailed in these specifications, complete in place, for the sum of: _____ _____ Dollars _____ Cents (\$ _____) per lump sum	\$ _____

P.A.4	1	LS	For furnishing all materials, equipment, labor, equipment, superintendence and incidental work for plugging the well by the COMBINATION GRAVEL GROUT METHOD including gravel, gravel tremie, grout, grout pump, tremie pipe, excavations, fill soil, etc., and SURFACE COMPLETION as detailed in these specifications, complete in place, for the sum of: _____ _____Dollars _____Cents (\$ _____) per lump sum	\$ _____
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TOTAL ALTERNATE BID: \$ _____

(Summation of items P.A.1 through P.A.4)

Total Dollars Cents \$ _____

BASE BID QUANTITIES

Existing Well Information (from state well reports)

1. Total Depth
 - a. Depth – 2,478 feet
2. Casing Pipe
 - a. 14-inch O.D.
 - b. 1,932 feet (2' above natural ground)
3. Open Hole in the Edwards Aquifer
 - a. Original 18-inch diameter (may vary)
 - b. 546 feet

Base Bid

1. Full Grout
 - a. Grout 2,478 feet to 5' BGL (includes open hole and casing)

Alternate Bid

1. Gravel and Grout Method (if approved by EAA)
 - a. Gravel fill from 2,478' to 1,932' BGL (open hole)
 - b. Hole Plug (bentonite) from 1,932' to 1,929' BGL (casing)
 - c. Grout from 1,929 feet to 5' BGL (casing)

The owner reserves the right to award the Base Bid or the Alternate Bid. The owner reserves the right to increase or decrease the total proposal by 25%, by increasing or decreasing proposal quantities. The owner also reserves the right to eliminate any proposal item(s). The owner reserves the right not to award any bid.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the Engineer.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered in the above bid, and that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

Respectfully submitted:	Name & Address
By:_____	_____
	Company Name

	Address

	City, State, & Zip

	Telephone No.

	Email Address

In submitting this Bid, Bidder represents the following:

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):

Addenda: _____

Date: _____ Signature: _____

- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.
- g. As required by Chapter 2270, Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- h. Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- i. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered; and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.
- j. Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Lytle to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

BIDDER:

Company: _____ Date: _____

Signature: _____

Printed Name: _____ Title: _____

Address: _____

City, State & Zip: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

Federal EID #/SSN #: _____

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable commercial business references for which the Bidder has performed work.

1. Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Brief description of project: _____

2. Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Brief description of project: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Brief description of project: _____

SUPPLEMENTAL INFORMATION – CONTRACT DEVELOPMENT

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
	OFFICE USE ONLY	
This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Lytle and the person meets the requirements under Section 176.006(a). By law this questionnaire must be filed with the City Secretary of the City of Lytle not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received:	
1. Name of person who has a business relationship with the City of Lytle.		
2. ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3. Name of local government officer with whom filer has employment or other business relationship. Name of Officer This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire? Yes _____ No _____ A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Lytle? Yes _____ No _____ B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes _____ No _____ C. Describe each employment or business relationship with the local government officer named in this section.		
4. _____ Signature of person doing business with the government entity _____ Date		

FORM 1295

CONFLICT OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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

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

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

Name of Bidder: _____ Date Organized: _____

Address: _____ Date Incorporated: _____

Number of Years in contracting business under present name: _____

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
----------	-----------	-----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

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

Have you ever defaulted on a contract? _____

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

Project	Amount \$	Mo/Yr Completed
---------	-----------	-----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for this contract: _____

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

Credit available: \$_____ Bank reference: _____

(Signature on next page)

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____ 2024

By: (signature) _____ Title: _____

(print name) _____

**FORM CONTRACT
AGREEMENT FOR PROJECT**

COUNTY OF ATASCOSA

STATE OF TEXAS

**§ AGREEMENT BETWEEN THE
§ CITY OF LYTLE, TEXAS
§ AND _____
§ FOR WELL NO. 3 PLUGGING
§ #2024-10-05**

This Agreement is made and entered into by and between the City of Lytle, Texas, a municipal corporation situated in Atascosa County, Texas ("The City") and _____, the "Contractor" hereinafter identified.

I. SCOPE OF WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for the project identified as City of Lytle Well No. 3 Plugging, Competitive Sealed Bid #2024-10-05 (hereinafter "Work"). Such Work shall be performed in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- a) This Contract by and between the City and Contractor (hereinafter "Contract");
- b) The City's Specifications for the Work, (Exhibit "A")
- c) The Contractor's Proposal dated _____ (Exhibit "B")
- d) The Contractor's Payment Bond for the Work (Exhibit "C")
- e) The contractor's Performance Bond for the Work (Exhibit "D")
- f) Construction Schedule Established for the Work (Exhibit "E").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, BID TYPE, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

II. SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS

SCHEDULE FOR COMPLETION. Prior to starting Work, the Contractor and the City shall meet to develop a Construction Schedule for the Work pursuant to Scope of Work and Special Conditions contained in Exhibit "A." The Construction Schedule shall be signed by the Contractor and the City and become a part of this Contract as Exhibit "E." The Contractor shall submit any major revisions to the approved Construction Schedule as the Work progresses to the City for review. The approved Construction Schedule may only be modified upon the written approval of City. A written notice to proceed will be issued to the Contractor by the City for the Work. The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date the written notice to proceed for a particular street has been issued

to Contractor by the City. Contractor shall sign on the notice to proceed that acknowledges their agreement to the number of days established by the Construction Schedule. Contractor shall fully complete the entire Scope of Work to the satisfaction of the City within **180** calendar days after the date of the first written notice to proceed has been issued by the City.

LIQUIDATED DAMAGES. The parties acknowledge that adherence by Contractor to the approved Construction Schedule and times set forth herein for completion of the Project is essential to this Contract. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to timely complete the Work in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of **(\$200.00)** for each day that completion of the Project or any portion of the Work is overdue according to the Construction Schedule would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach. Any liquidated damages shall be deducted from Contractor's final payment under this Contract.

DELAYS. The Contractor shall be entitled to an extension of time specified in the Construction Schedule under this Contract only when claim for such extension is submitted to the City in writing by the Contractor within seven (7) calendar days from and after the time when any alleged cause of delay shall occur; and then only when such extension of time is approved by the City. In adjusting the Contract working time for the completion of the Work, unforeseeable causes defined herein shall be taken into consideration. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the Contractor. Unforeseeable Cause is defined as:

- a) An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto; or
- b) A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as identified to City.

No event shall be deemed an Unforeseeable Cause for the purposes of this Contract unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the Contractor could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

Notwithstanding any other term contained in the Contract Documents, no adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the Contractor, his agents, employees or subcontractors; and no adjustment shall be made to the Contract price and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the City. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the terms specified in the Contract Documents, and no act of the City shall be deemed a waiver or entitlement of such extension.

III. CONTRACT PRICE

Compensation for Work satisfactorily performed hereunder shall be in an amount not to exceed the sum of \$_____. City shall issue progress payments in accordance with the terms of this Contract.

IV. PROGRESS PAYMENTS

Progress payments for Work completed shall be paid in the following manner: Percentage of completion for materials and labor satisfactorily completed on a monthly basis: ninety (90%) percent of amount billed with ten (10%) percent retained until the entire Contract is completed. Contractor shall furnish City with appropriate documentation evidencing Contractor's payment for all work performed or materials provided by subcontractors. If Contractor is unable to produce such documentation evidencing payment, City may withhold that portion of the payment due to such subcontractor(s), without penalty, until Contractor provides documentation evidencing to City that Contractor has paid all such costs and that there is no existing claim by such subcontractors.

The final payment request from Contractor shall include the release of ten percent (10%) retainage and shall be submitted to the City upon final completion and acceptance of the Work.

Release of Liens. A partial release of liens must be provided with each payment application. A final release of liens must be provided to the City by the Contractor for the entire Work prior to release of the final ten percent (10%) retainage.

V. GENERAL PROVISIONS

QUALITY OF WORK. All Work shall be completed in a workman-like manner to the satisfaction of City and in compliance with all codes, ordinances, and other applicable federal, state, and local laws. Contractor shall be responsible for initial core testing of the Work. However, if any section of the Work fails such core testing, Contractor shall be required to tear out and replace such failing sections of the Work at its sole expense any and all costs associated with retesting such failing sections of the Work. Upon satisfactory completion of all Work hereunder as determined by City and prior to payment of final invoice by City, Contractor shall provide City with a release of all liens and waiver of claims from subcontractors. Contractor's requirement to provide such release shall be a condition precedent to City's remittance of final payment under this Contract.

PLAN AND SCALE DRAWING. The Contractor shall utilize the construction plans and drawings furnished by City to complete the Work.

LICENSES REQUIRED. To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform such Work. The City specifically prohibits the use of subcontractors without written authorization. In the event Contractor receives written authorization from the City to engage subcontractors to perform Work hereunder, Contractor shall fully pay such subcontractor and in all instances remain responsible for the proper completion of the Work hereunder.

CHANGE ORDERS. All change orders shall be in writing and signed by the project Engineer, City and Contractor and shall be incorporated in and become part of the Contract Documents.

INSURANCE. Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.

PERMITS. Contractor shall at its own expense obtain all permits necessary for the Work to be performed.

REMOVAL OF DEBRIS. Contractor agrees to remove all debris and leave the premises in a clean condition acceptable to the City.

DAMAGES. Contractor shall make every reasonable effort to protect the work area from loss or damage. Any portion of the work area damaged by Contractor during the course of the Work must be repaired by Contractor at no additional cost to the City. Damages shall include, but not be limited to, any damage caused by the Contractor to fences, yards, shrubs, or open public spaces. Any repair work shall match the existing condition of the items and area damaged.

DISPUTE RESOLUTION. The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.

WARRANTY. Contractor warrants all Work for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.

TERMINATION. City may terminate this Contract upon ten (10) days prior written notice to Contractor.

TAXES. The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

SAFETY. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Atascosa County, Texas, and that exclusive venue shall lie in Atascosa County, Texas.

INDEPENDENT CONTRACTOR. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents,

employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

SEVERABILITY. The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

ENTIRE AGREEMENT. This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

CONTRACT INTERPRETATION. Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

SUCCESSORS AND ASSIGNS. This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

HEADINGS. The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

CITY OF LYTLE, TEXAS

By: _____

Printed Name: _____

Title: Mayor_____

Date: _____

ATTEST:

Paola L. Rios
City Secretary

By: _____

Printed Name: _____

Title: Mayor _____

Date: _____

ATTEST:

Corporate Secretary

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
the Accompanying Bid, dated _____, for _____

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

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

Attest: _____ By: _____
Affix
Corporate
Seal

Attest: _____ By: _____
Affix
Corporate
Seal

Attest: _____ By: _____
Affix
Corporate
Seal

Countersigned
By: _____
* Attorney-in Fact, State _____

PAYMENT BOND

STATE OF TEXAS

CITY OF LYTLE, ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____, County of _____,
and State of _____, as Principal, and _____
authorized under the laws of the State of Texas
to act as Surety on bonds for Principals, are held and firmly bound unto City of Lytle (OWNER)
in the penal sum of _____ Dollars
(\$_____), for the payment whereof, the said Principal and Surety bind
themselves and their heirs, administrators, executors, officers, directors, shareholders, partners,
successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER,
dated the _____ day of _____, 2024, for

2024 WELL NO. 3 PLUGGING
COMPETATIVE SEALED BID – #2024-10-5
CITY OF LYTLE, ATASCOSA COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said
Principal shall pay all claimants supplying labor and material to him or a subcontractor in the
prosecution of the work provided for in said contract, then, this obligation shall be void;
otherwise to remain in full force and effect. Provided, however, that this bond is executed
pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities
on this bond shall be determined in accordance with provisions of said Article to same extent as
if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work performed thereunder, or the
documents, plans, specifications or drawings accompanying the same, shall in anywise affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2024.

_____ Principal	_____ Surety
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Address _____	Address _____
_____	_____
_____	_____
_____	_____
Email address _____	
Telephone _____	

The name and address of the Resident Agent of Surety is:

Telephone _____

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

PERFORMANCE BOND

STATE OF TEXAS

CITY OF LYTLE, ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____, County of
_____, and State of _____, as Principal, and
_____ authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held
and firmly bound unto City of Lytle (OWNER) in the penal sum of
_____ Dollars
(\$ _____), for the payment whereof, the said Principal and Surety bind
themselves and their heirs, administrators, executors, officers, directors, shareholders, partners,
successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER,
dated the _____ day of _____, 2024, for

2024 WELL NO. 3 PLUGGING
COMPETATIVE SEALED BID – #2024-10-5
CITY OF LYTLE, ATASCOSA COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe
and perform all and singular the covenants, conditions and agreements in and by said Contract
agreed and covenanted by the Principal to be observed and performed during the original term
of the Contract and any extensions thereof that may be granted by Owner, and during the life of
any guaranty or warranty required under the Contract, and according to the true intent and
meaning of said Contract and the Contract Documents and the Plans and Specifications related
thereto, then this obligation shall be void; otherwise to remain in full force and effect. Provided,
however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government
Code as amended and all liabilities on this bond shall be determined in accordance with
provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract, or to the work performed thereunder, or the plans,
specifications, or drawings accompanying the same, shall in anywise affect its obligation on this
bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2024.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Email address _____

Telephone _____

The name and address of the Resident Agent of Surety is:

Telephone _____

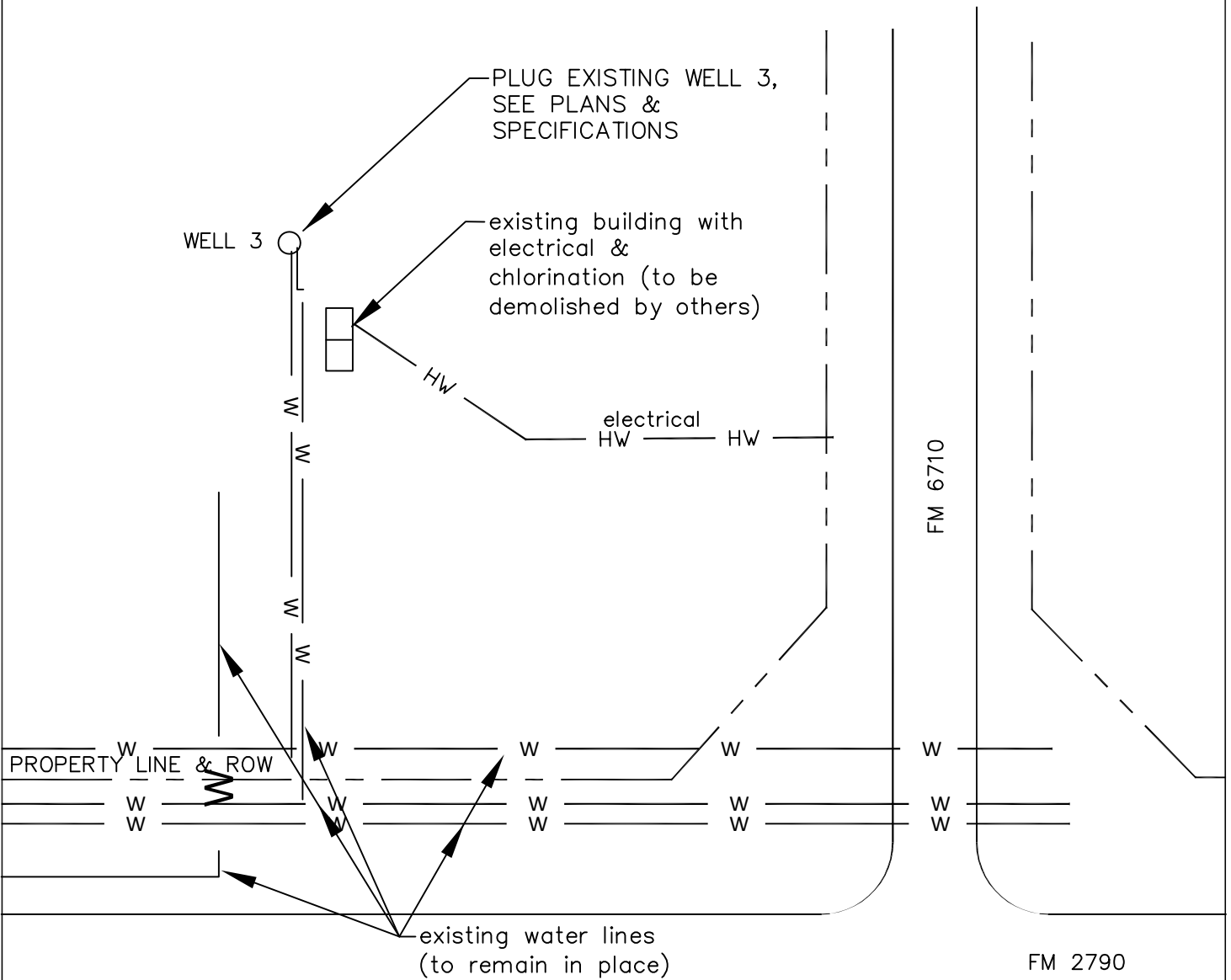
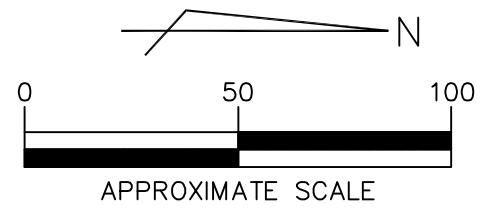
Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

SCHEDULE OF DRAWINGS
Competitive Sealed Bid – #2024-10-05

WELL NO. 3 PLUGGING

<u>Sheet No.</u>	<u>Drawing Title</u>
1.	LOCATION MAP
2.	EXISTING SITE PLAN
3.	EXISTING PIPING LAYOUT
4.	EXISTING WATER WELL SECTION
5.	REMOVAL OF TOP PORTION OF WELL
6.	PLACEMENT OF FULL DEPTH GROUT
7.	PLACEMENT OF GRAVEL AND GROUT

CAUTION THIS SITE
CONTAINS UNDERGROUND
ELECTRICAL CABLES



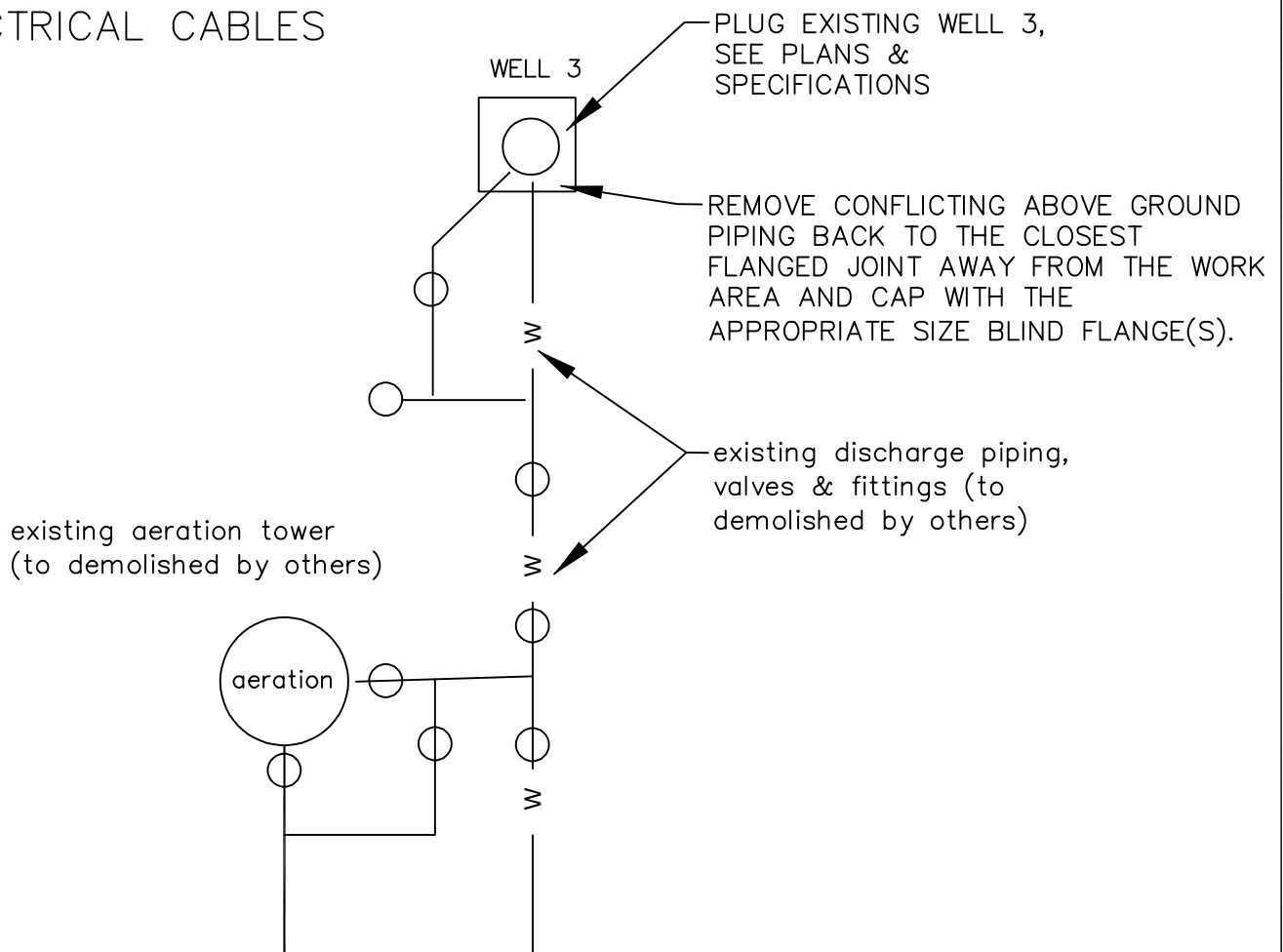
10-25-2024



Charles A. Davis

EXISTING SITE PLAN
N.T.S.

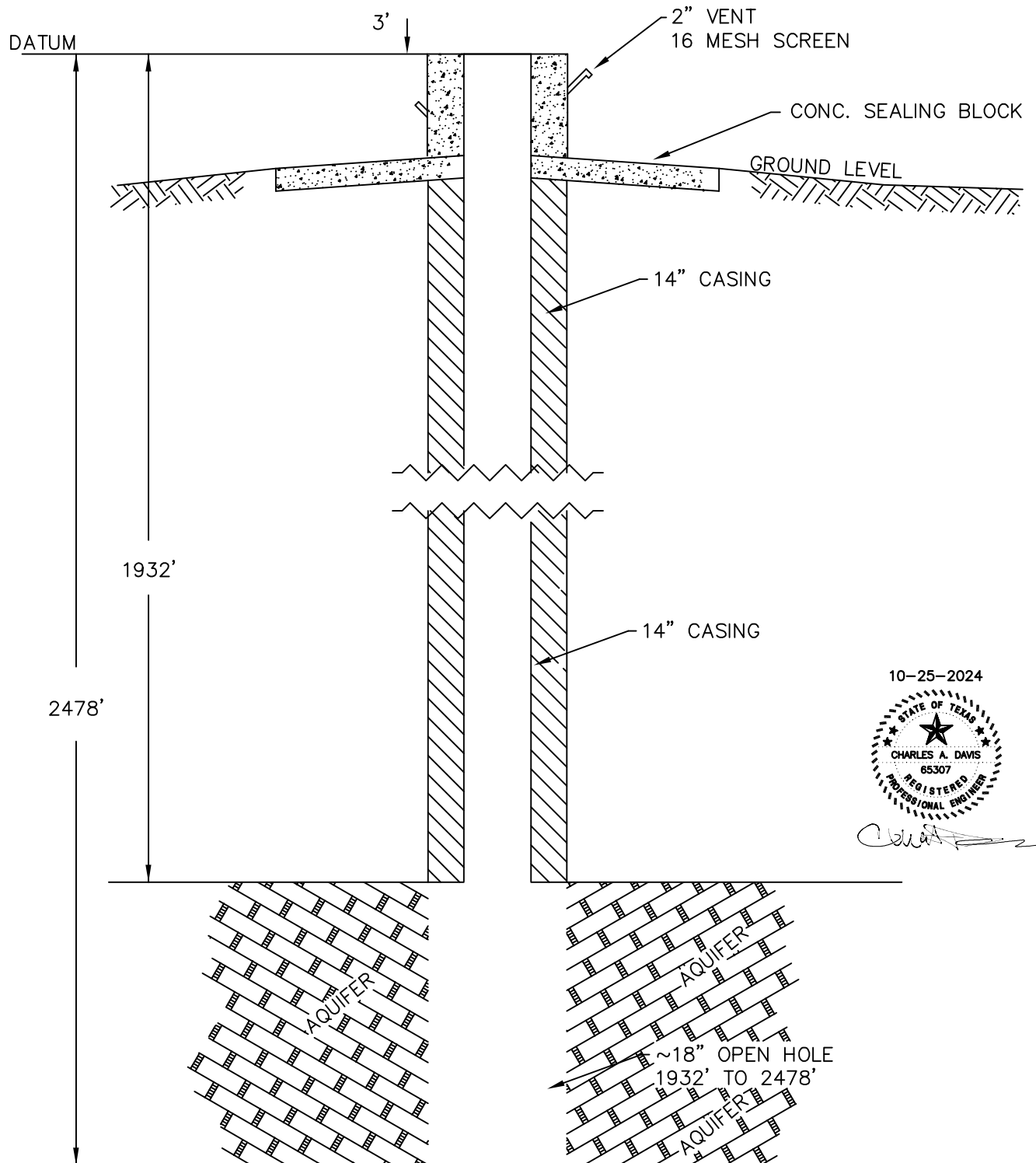
CAUTION THIS SITE
CONTAINS UNDERGROUND
ELECTRICAL CABLES



10-25-2024



EXISTING PIPING LAYOUT
N.T.S.



10-25-2024



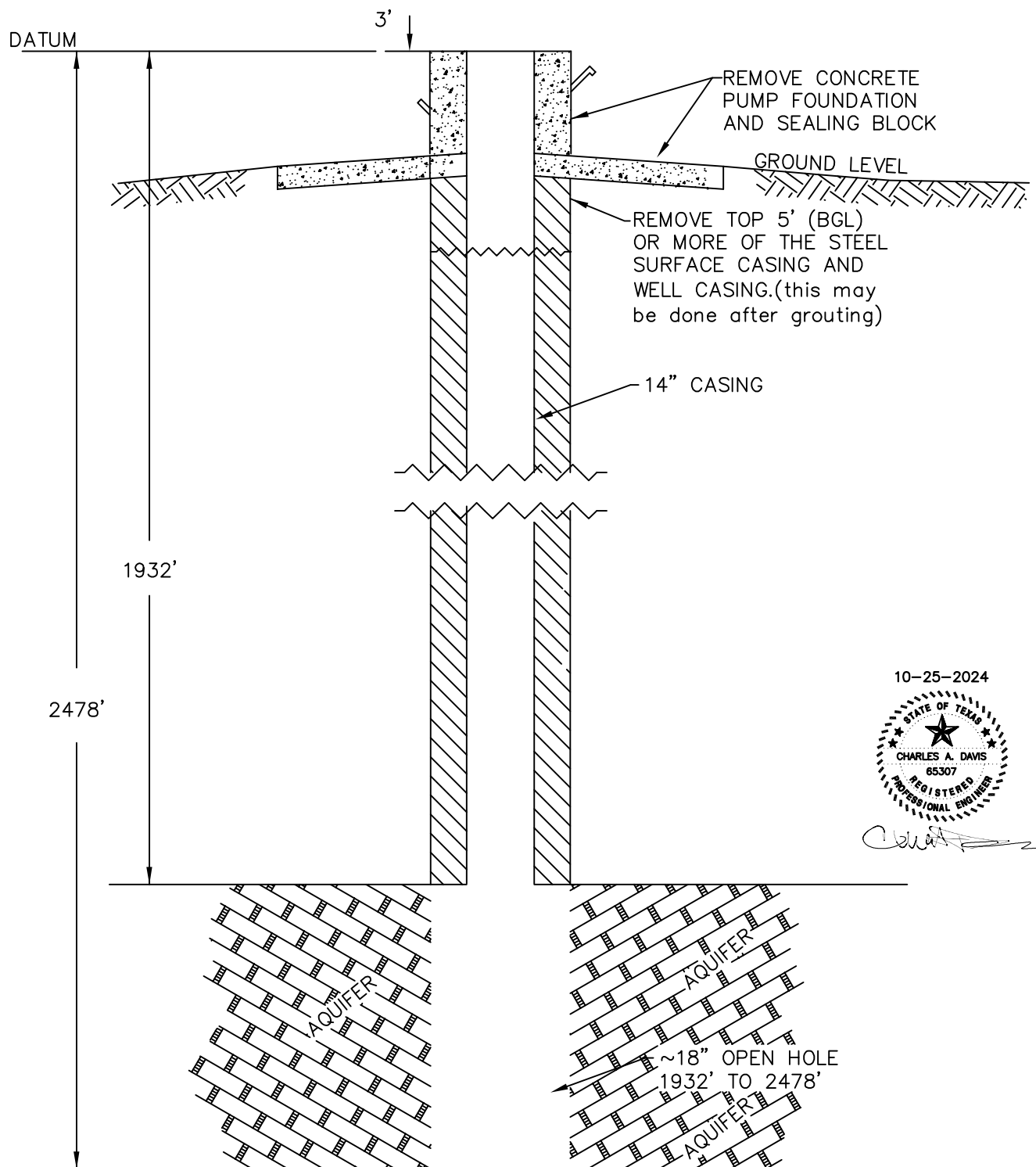
Charles A. Davis

EXISTING WATER WELL SECTION

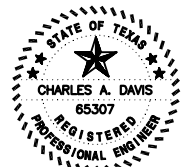
N.T.S.

NOTE:

- REMOVE ANY PUMPING EQUIPMENT, PIPES, CABLES, ETC.
- SOUND THE WELL AND DETERMINE THE TOTAL DEPTH
- RUN COLOR VIDEO LOG OF THE ENTIRE WELL (DELIVER 2 COPIES TO ENGINEER)
- RUN CALIPER AND GAMMA LOG OF THE ENTIRE WELL (2 HARD COPIES & 2 FLASH STICKS)



10-25-2024



Charles A. Davis

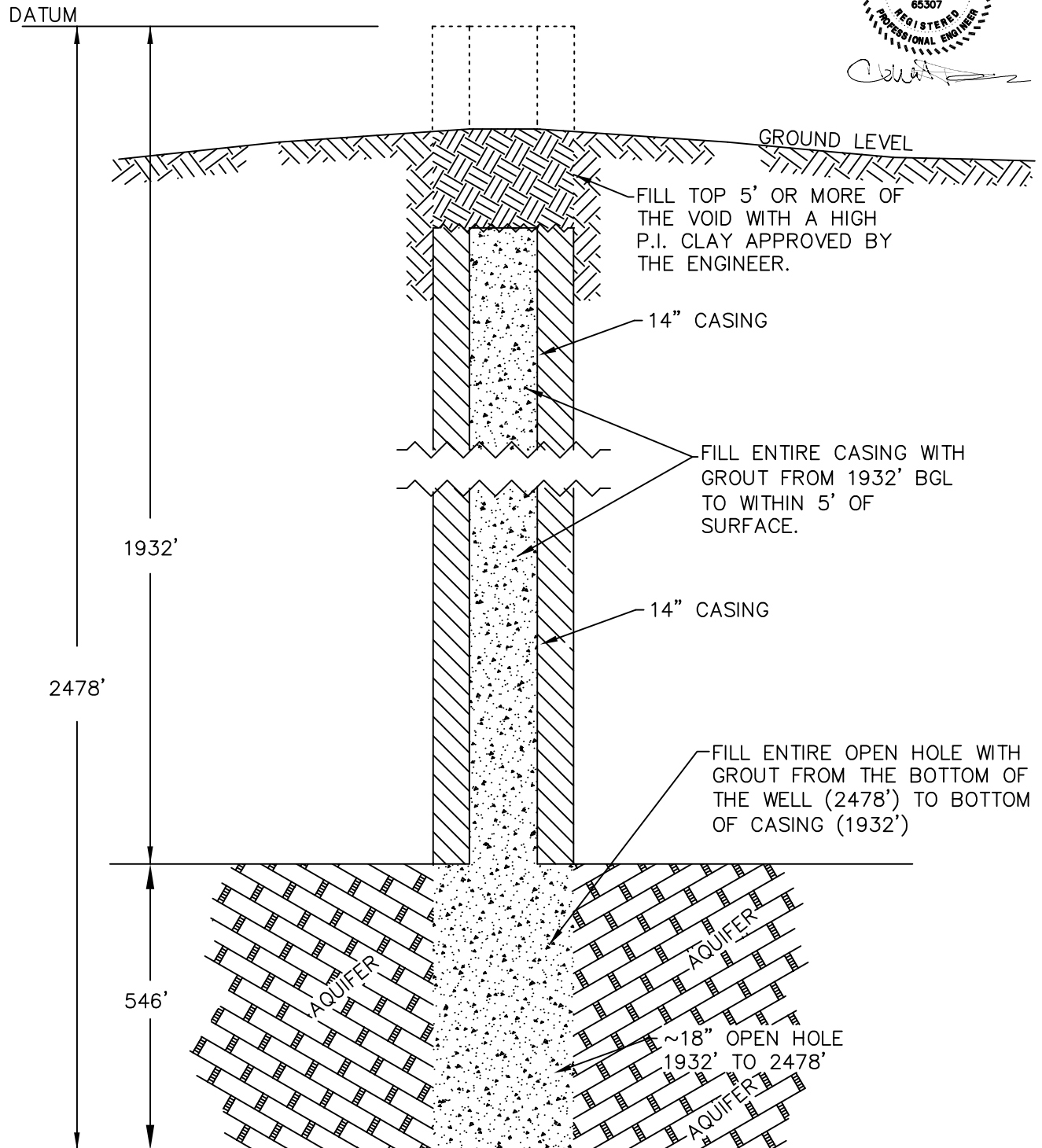
REMOVAL OF TOP PORTION OF WELL

N.T.S.

NOTE:

- REMOVE CONCRETE PUMP BASE AND SEAL SLAB
- REMOVE THE TOP 5' OF THE WELL'S STEEL CASING
- DISINFECT THE WELL IN ACCORDANCE WITH THE SPECIFICATION, TCEQ & EAA REQUIREMENTS

10-25-2024



PLACEMENT OF FULL DEPTH GROUT N.T.S.

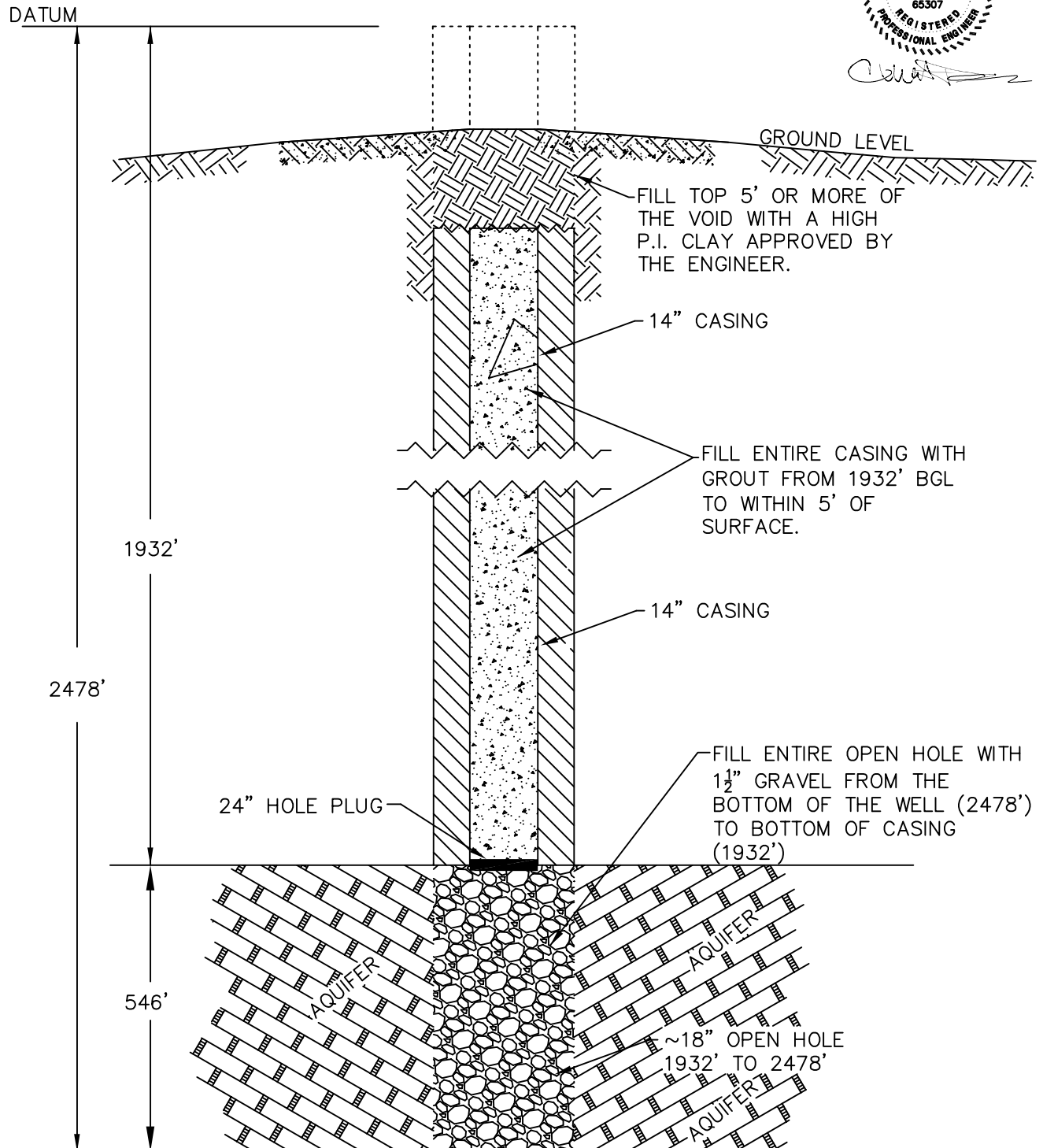
NOTE:

- GROUTING OF THE ENTIRE WELL SHALL BE PLACED BY TREMIE CONDUIT.
- GROUT SHALL EXTEND FROM THE BOTTOM OF THE OPEN HOLE (2,479') TO 5' BGL.
- TOP 5' OF WELL VOID SHALL BE FILLED WITH A HIGH PLASTICITY INDEX CLAY APPROVED BY THE ENGINEER.

10-25-2024



[Signature]



PLACEMENT OF GRAVEL AND GROUT

N.T.S.

NOTE:

- WASHED GRAVEL SHALL BE DISINFECTED WITH CHLORINE (SEE SPEC).
- CASING GROUT & WASHED GRAVEL SHALL BE PLACED BY TREMIE CONDUIT.
- HOLE PLUG SHALL BE SET WITHIN THE 14" CASING ATOP THE WASHED GRAVEL.
- TOP 5' OF WELL VOID SHALL BE FILLED WITH A HIGH PLASTICITY INDEX CLAY MATERIAL.

TECHNICAL SPECIFICATIONS
TABLE OF CONTENTS

Wage Rates	04 43 42
Special Instructions	00 73 00
Summary	01 11 00
Price and Payment Procedures.....	01 29 00
Progress Schedules and Meetings.....	01 31 19
Construction Photographs.....	01 32 33
Submittal Procedures.....	01 33 00
Quality Assurance Quality Control.....	01 43 00
Temporary Facilities and Controls.....	01 50 00
Environmental Protection Procedures	01 57 19
Stormwater Pollution Prevention Plan	01 57 23
Materials and Equipment	01 61 00
Closeout Procedures.....	01 77 00
Water Well Plugging.....	02 55 55

PREVAILING WAGE SCALE

Superseded General Decision Number: TX20230007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR: Agricultural Tractor.....	\$ 12.69	**
Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	**
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling Locator.....	\$ 11.67	**
Directional Drilling Operator.....	\$ 17.24	
Excavator 50,000 lbs or Less.....	\$ 12.88	**
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck Mounted.....	\$ 16.93	**
Front End Loader, 3 CY or Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	**
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**

Roller, Asphalt.....\$ 12.78 **
Roller, Other.....\$ 10.50 **
Scraper.....\$ 12.27 **
Spreader Box.....\$ 14.04 **
Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

Reinforcing.....\$ 14.00 **
Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
Worker.....\$ 16.00 **

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 **
Off Road Hauler.....\$ 11.88 **
Single Axle.....\$ 11.79 **
Single or Tandem Axle Dump
Truck.....\$ 11.68 **
Tandem Axle Tractor w/Semi
Trailer.....\$ 12.81 **

WELDER.....\$ 15.97 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

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SECTION 00 73 00
SPECIAL INSTRUCTIONS

PART 1 - GENERAL

1.01 SCOPE OF PROJECT

- A. The City of Lytle (OWNER) invites bids for the plugging of Well No. 3. Principal items of construction will include the furnishings of all superintendence, design, labor, material, transportation, tools, supplies, equipment and appurtenances necessary for plugging the well as herein described and shown on the plans which are made a part of these specifications. The existing above-ground pipes and discharge piping will be removed by others.
- B. Any Drawing or Specification that conflicts with this Specification or apparent conflicts within this Specification shall be brought to the attention of the Engineer prior to bid. When no clarification is provided, the Contractor is to assume that the more restrictive and expensive product/system/item applies and shall be included in the Contractor's bid.
- C. The Contract Documents are a complete unit and complementary to each other. The individual Specification sections and other Contract Documents do not contain all cross references to "related work" or "related sections." It is the Contractor's responsibility to review the complete Contract Documents in order to properly scope, schedule, and coordinate the work of any/all subcontractors, suppliers, and others on this project. Anything called out in one location of the Contract Documents is binding as if it were called out in all sections of the Contract Documents.

1.02 ACCESS TO AND INSPECTION OF PROJECT SITE

- A. Offerors may arrange for access to the Site by contacting ENGINEER at any time between publication of the request for Competitive Sealed Bids and the deadline for receipt of bids. Such access will be granted to allow Offerors to make a complete inspection and careful examination of the project site and familiarize themselves with the soil and water conditions to be encountered, construction to be projected, disposal sites for surplus materials not designated to be salvaged materials, method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.
- B. By submitting a bid, Offeror acknowledges it has inspected the site, has read and become thoroughly familiar with the plans and contract documents (including all addenda).

1.03 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Offeror orally. Every request for such interpretation should be in writing addressed to TRC Engineers, Inc., 505 East Huntland Drive, Suite 250, Austin, Texas 78752, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids.
- B. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications which, if issued, all prospective Offerors will be notified, not later than twenty-four hours (24) prior to the date fixed for the opening of bids. Failure of any Offeror to receive any such addendum or interpretation shall not relieve such Offeror from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

1.04 EXAMINATION OF SITE OF THE PROJECT

- A. Offerors shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus material not designated to be salvage materials, and as to methods of providing ingress and egress to private properties.

1.05 REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

- A. The CONTRACTOR shall repair or replace all existing utilities, water and sewer mains, fences, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the CONTRACTOR due to his operations on this project, to a condition equal to or better than their condition before construction, at no additional expense to the OWNER. No direct payment will be made for this item.

1.06 CLEAN-UP

- A. The CONTRACTOR shall at all times keep the jobsite as free from all material, debris, and rubbish as is practicable and shall remove same from any portion of the job site when it becomes objectionable in the opinion of the OWNER and ENGINEER.
- B. After construction work is completed and before final acceptance of improvements by OWNER, CONTRACTOR shall remove all debris from site of project, including all existing debris to an approved place of disposal. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be removed in such manner as to leave the site of work in a neat and presentable condition throughout and restore in an acceptable manner all property damaged in the progress of this work.
- C. No direct payment will be made for clean-up.
- D. Materials cleared from project shall not be deposited on adjacent public or private property without written permission of the property owner thereof filed with ENGINEER. Any materials so deposited shall be leveled and left in a condition satisfactory to the OWNER.

1.07 EXISTING UTILITIES

- A. Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, sprinkler systems, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the CONTRACTOR to avoid damaging these existing structures regardless of whether they are shown on the plans. The OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR expressly assumes responsibility for locating, protecting, and constructing the Project without damage to existing underground utilities and structures. If any structure is damaged by the CONTRACTOR, it shall be his responsibility to repair the damage at his own expense and restore the structure to its intended and fully functional use.

1.08 PRECONSTRUCTION CONFERENCE

- A. After award and execution of a contract between the OWNER and CONTRACTOR, a formal preconstruction conference will be held in prior to commencement of the work. This conference

will include review of technical specifications in order to insure clarity as to the type of construction machinery to be used, construction methods to be used, and materials to be used, obligations of both the CONTRACTOR and the Owner's representative, personnel, safety, issues/requirements, permitting requirements, payment requests, construction scheduling, surveying, progress meetings, control of the project, guaranty/warranty, and the method of inspection and decision-making to be used during this project.

1.09 CONSTRUCTION WORKING HOURS

- A. The CONTRACTOR shall submit to the OWNER and ENGINEER prior to the preconstruction conference a construction schedule which shall meet the OWNER and ENGINEER's approval before construction can begin.
- B. Generally, the CONTRACTOR shall perform all construction activities between 8:00 a.m. to 5:00 p.m., Monday through Friday only. However, the CONTRACTOR may be allowed to work on Saturdays, Sundays, or Legal Holidays upon the OWNER or ENGINEER's written approval. CONTRACTOR shall be responsible for paying all costs, fees, etc. related to Owner's representative during hours on Saturdays, Sundays, or Legal Holidays and outside 8:00 am to 5:00 p.m. Requests must be received from the CONTRACTOR a minimum of 48 hours in advance of work outside that as stated above.
- C. The CONTRACTOR shall keep the OWNER and the ENGINEER informed as to his construction progress. Because of traffic congestion, the CONTRACTOR may be required to schedule construction in some areas between the hours of 6:00 p.m. and 7:00 a.m. if the OWNER or ENGINEER determines it to be necessary. CONTRACTOR will be required to perform work in a fashion that will cause the least amount of inconvenience to the general public.
- D. The CONTRACTOR may be required to finally complete portions of the project prior to proceeding with other portions. All work scheduling shall be coordinated with OWNER and approved by OWNER before work can proceed. The CONTRACTOR will be required to have someone on call 24 hours per day during the course of the project.

1.10 DISPOSAL OF MATERIALS

- A. All materials removed will be disposed of by the CONTRACTOR at a site obtained by the CONTRACTOR and approved by the OWNER. The CONTRACTOR shall include in his bid the cost to dispose of the materials.

1.11 SANITARY FACILITIES

- A. The CONTRACTOR shall provide sufficient chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the ENGINEER and maintenance of same must be satisfactory to the Engineer at all times. CONTRACTOR shall provide a maintenance schedule to the OWNER for approval.

1.12 PREVAILING WAGE SCALE

- A. The applicable wage scale determination is contained with these Instructions to Bidders or the specifications for the Project.

1.13 VIDEO OF CONSTRUCTION AREA

- A. The CONTRACTOR shall provide the OWNER with a video (DVD) showing the construction area in detail prior to construction, to include audio to describe locations.

1.14 QUALITY CONTROL

A. CONTRACTOR's Responsibilities

1. Control the quality of work produced and verify that the work performed meets the standards of quality established in the Contract Documents.
 - a. Inspect and verify conformance of all materials furnished and work performed, whether by the CONTRACTOR, its subcontractors or its suppliers.
 - b. Promptly replace any defective materials and/or construction work incorporating defective materials or workmanship.

B. Quality Monitoring Activities by Engineer

1. Quality Monitoring activities of the OWNER through their own forces or through contracts with materials testing laboratories and survey crews are for the OWNER's use in monitoring the results of the CONTRACTOR's work and quality control activities, if deemed necessary by the OWNER.
2. The Quality Monitoring activities of the Owner DO NOT relieve the CONTRACTOR of its responsibility to provide testing in accordance with the requirements of the Contract Documents or to provide materials and construction work complying with the Contract Documents.

C. Submittals

1. Submittals shall be in accordance with Section 01 33 00 – SUBMITTAL PROCEDURES

D. Standards

1. Provide a testing laboratory that complies with the ASTM (American Society of Testing Materials) and/or ACIL (American Council of Independent Laboratories) "Recommended Requirements for Independent Laboratory Qualifications", or other specified testing organizations.
2. Perform tests listed in the specifications.

E. Non-Conforming Work

1. CONTRACTOR shall promptly correct any work that is not in compliance with the Contract Documents and shall immediately notify the ENGINEER and OWNER when the corrective work will be performed.
2. Payment for non-conforming work shall be withheld until such work is corrected or replaced with work complying with the Contract Documents.

1.15 BARRICADES AND DANGER SIGNALS

- A. Where the work is carried on, in or adjacent to any street, alley, or public place, the CONTRACTOR shall, at his own cost and expense, furnish and erect barricades and/or fences, lights and/or danger signals, and take any other steps necessary, for the protection of persons or property. Barricades shall be painted with a reflectorized paint or scotchlite tape. From sunset to sunrise, the CONTRACTOR shall furnish and maintain lights at each barricade. Barricades shall be erected to endeavor to keep vehicles from being driven on or into any work under construction.
- B. The CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project has been accepted by the ENGINEER.
- C. The CONTRACTOR shall meet all applicable local, state, and federal regulations for barricades and danger signals.

1.16 SAFETY

- A. CONTRACTOR shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. The site shall be considered to be drug and alcohol free and such policy will be strictly enforced. All employees shall adhere to these policies while on site. CONTRACTOR shall comply, and shall secure compliance by its employees, agents, and lower-tier CONTRACTOR's, with all applicable health, safety, and security laws and regulations including, without limitation, federal, state and local laws and regulations, any health and safety plans issued by the ENGINEER as well as all policies and regulations of the OWNER. Compliance with such requirements shall represent the minimum standard required of CONTRACTOR. CONTRACTOR will be performing Work on the OWNER's property.
- B. CONTRACTOR agrees to furnish protective devices and clothing as required by applicable laws, regulations, health and safety plans and OWNER rules and regulations, and to ensure that such devices or clothing are properly used by its employees, agents, lower-tier Contractors and other invitees of CONTRACTOR at the jobsite. Safety protection is required at all times while working onsite including a hardhat and a high visibility, tear-off reflective vest.

1.17 PROJECT MAINTENANCE

- A. The CONTRACTOR shall maintain and keep in good repair the improvements covered by these plans and specifications during the life of his contract. Existing improvements shall at all times be protected by the CONTRACTOR during the construction of the work as specified herein. All such improvements shall be left in a condition equal to that prior to start of construction.

1.18 PROPERTY LINES AND MONUMENTS

- A. The CONTRACTOR shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed, shall be reset at the expense of the CONTRACTOR.

1.19 OFF-SITE STORAGE

- A. Off-site storage for any materials and equipment not incorporated into the Work but included in the Applications for Payment shall not be allowed.

1.20 UNFAVORABLE CONSTRUCTION CONDITIONS

- A. During unfavorable weather, wet ground, or other unsuitable conditions, the CONTRACTOR shall confine its operations to work which will not be adversely affected by such conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by the CONTRACTOR to perform the Work in a proper and satisfactory manner. CONTRACTOR shall ensure all roadways are able to be traversed by vehicular traffic during such times.

1.21 DEWATERING

- A. The CONTRACTOR shall at his own expense remove any water that may be encountered during the course of the work, by pumping, well pointing, or other approved methods. The water shall be stored in a storage tank provided by the CONTRACTOR and disposed of in accordance with all applicable State rules and regulations. Newly placed concrete or grout shall be adequately protected from possible damage resulting from groundwater or from handling and disposal of water.
- B. All surface drainage or natural waterways shall be controlled by dikes or ditches without damage to adjacent property or structures and without interference with the right of either public or private owners.

1.22 EXISTING STRUCTURES/EQUIPMENT

- A. Exact dimensions of existing structures, buildings, equipment roads, utility locations, etc. shown on the plans have not been field verified by the ENGINEER. Prior to submittal preparation by the CONTRACTOR, or construction activities as applicable, all dimensions of these existing items shall be verified by the CONTRACTOR in the field. It shall be the CONTRACTOR's responsibility to field verify all field dimensions.

1.23 PERMITS, CERTIFICATES, LAWS AND ORDINANCES

- A. The CONTRACTOR shall, at his own expense, procure any and all permits, certificates and licenses required of him by law for the execution of his work. The OWNER will furnish permits from the Texas Department of Highways and Public Transportation and railroad companies for crossing their properties with utility extensions if such are required.

1.24 DETAIL PLANS

- A. Detail plans for construction are furnished herewith and made a part of these specifications, the same as if they were written herein.

1.25 MATERIALS

- A. The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications.

1.26 COPIES OF PLANS AND SPECIFICATIONS

- A. Four (4) sets of the Plans and the Specifications shall be furnished to the CONTRACTOR, without charge, for construction purposes. Additional copies may be obtained from the ENGINEER at actual reproduction cost. One (1) additional set of plans shall be marked and returned to the ENGINEER as "RECORD" drawings.

1.27 MATERIALS AND WORKMANSHIP

- A. The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications.
- B. No material which has been used by the CONTRACTOR for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the ENGINEER.
- C. Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product or another manufacturer, but rather to set a definite standard of performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the article or process is equal, in the opinion or judgment of the ENGINEER, to the article or process specified by name. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions are used in the specifications, the material, manufactured article or process specifically designated shall be used unless a substitute shall be approved in writing by the ENGINEER, and the ENGINEER shall have the right to require the use of such specifically designated material, article or process.
- D. The CONTRACTOR should note that his bid will be based on the material, manufactured article or process specifically designated in the specifications.

1.28 ABBREVIATIONS

- A. Wherever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, bid, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

A.A.S.H.O.	American Association of State Highway Officials	In. or "	Inch or Inches
		Lin.	Linear
A.S.T.M.	American Society for Testing Materials	Lb.	Pound
		M.H.	Manhole
A.W.W.A.	American Water Works Association	Max.	Maximum
Asph.	Asphalt	Min.	Minimum
Ave.	Avenue	Mono.	Monolithic
Blvd.	Boulevard	No.	Number
D.I.	Ductile Iron	%	Percent
C.L.	Centerline	P.S.I.	Pounds per square inch
C.O.	Cleanout	P.V.C.	Polyvinyl Chloride
Conc.	Concrete	Reinf.	Reinforced
Cond.	Conduit	Rem.	Remove
Corr.	Corrugated	Rep.	Replace
Cu.	Cubic	R/W. or ROW	Right-of-Way
Culv.	Culvert	Sani.	Sanitary
Dia.	Diameter	Sq.	Square

Dr.	Drive or Driveway	Std.	Standard
Elev.	Elevation	St.	Street or Storm
F.	Fahrenheit	Str.	Strength
Ft. or '	Foot or Feet	Vol.	Volume
Gal.	Gallon	Yd.	Yard

- B. In reference to such abbreviations as A.S.T.M., A.W.W.A., etc. where a specification number is referred to, the latest revision of said specification shall apply.

1.29 REFERENCE SPECIFICATIONS

- A. Where reference is made in these specifications to specifications compiled by other agencies, organizations, or departments, such reference is made for expediency and standardization from the material suppliers' point of view, and such specifications referred to are hereby made a part of these specifications.
- B. Whenever reference is made to the furnishing of materials or testing thereof to conform to the Standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard, and such standards are made a part hereof to the extent which is indicated or intended.
- C. The following are names and abbreviations of such groups:
1. AASHO American Association of State Highway Officials
 2. ACI American Concrete Institute
 3. AGMA American Gear Manufacturers Association
 4. AIEE American Institute of Electrical Engineers
 5. AISC American Institute of Steel Construction
 6. API American Petroleum Institute
 7. AREMA American Railway Engineering and Maintenance-of-Way Association
 8. ASCE American Society of Civil Engineers
 9. ASA American Standards Association
 10. ASHE American Society of Heating & Ventilating Engineers
 11. ASTM American Society for Testing Materials
 12. ASME American Society of Mechanical Engineers
 13. AWSC American Welding Society Code
 14. AWWA American Wood Preservers Association
 15. AWWA American Water Works Association
 16. FED. SPEC. Federal Specification

- 17. NAVY SPEC. Navy Department Specification
- 18. NEC National Electric Code
- 19. NEMA National Electrical Manufacturer's Association
- 20. SAE Society of Automotive Engineers Standards
- 21. SHBI Steel Heating Boiler Institute
- 22. U.L., INC. Underwriters' Laboratories, Incorporated

- D. Where no reference is made to a code, standard, or specification, the Standard Specifications of the ASTM, the ASA, the ASME, the AIEE, or the NEMA shall govern.

1.30 INCIDENTAL ITEMS

- A. CONTRACTORS are especially notified that no incidental items of work will be paid for unless there appears an item in the bid for such work. It must be strictly understood that the prices bid are for complete and acceptable work.

1.31 USE OF EXPLOSIVES

- A. Use of explosives will not be allowed.

1.32 MANUFACTURED PRODUCTS

- A. All equipment of standard manufacture specified herein shall be the manufacturer's latest and proven design. Specifications and drawings call attention to certain features but do not purport to cover all details entering into the design of the products or systems. The completed product or system shall be compatible with the functions required and the equipment furnished by the CONTRACTOR.

1.33 REFERENCE STANDARDS

- A. Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual code, or laws or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code, (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, CONTRACTOR, or ENGINEER, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER and OWNER, or any of the their consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

1.34 POLLUTION CONTROL

- A. CONTRACTOR shall prevent the release of sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will

be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

1.35 DUST CONTROL

- A. CONTRACTOR shall take responsible measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practical to prevent blowing. Dust control shall be provided on all days within the contract period regardless of work taking place or not. CONTRACTOR shall allow at least four times per day as required. No separate pay shall be provided.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels or similar equipment, shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.36 ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. The CONTRACTOR shall provide and maintain, during the life of the contract, environmental protection as defined herein:
 - 1. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice.
 - 2. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project.
 - 3. Comply with Federal, State, and local regulations pertaining to the environment, including water, air, solid waste, hazardous waste and substances, oily substances, and noise pollution. Obtain all construction and disposal permits as required.

1.37 ENVIRONMENTAL PROTECTION PLAN

- A. All of the CONTRACTOR's employees shall be trained on the site Environmental Protection Plan requirements. The CONTRACTOR shall meet all requirements of the OWNER's Environmental Protection Plan described herein.
 - 1. Land Resources: Except in areas to be cleared, DO NOT remove, cut, deface, injure, or destroy trees or shrubs without the OWNER's permission. DO NOT fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the OWNER. Where such use of attached ropes, cables, or guys is authorized, the CONTRACTOR shall be responsible for any resultant damage.
 - 2. Replacement: Trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain OWNER approval before replacement.
 - 3. Oily and Hazardous Substances: Prevent oil or hazardous substances from entering the ground, drainage areas, or navigable waters. In accordance with 40 CFR §112, surround all temporary fuel oil or petroleum storage tanks with a temporary berm or containment of sufficient size and strength to contain the contents of the tanks, plus ten percent (10%) freeboard for precipitation. The berm shall be impervious to oil for seventy-two (72) hours

and be constructed so that any discharge will not permeate, drain, infiltrate, or otherwise escape before cleanup occurs.

4. Storm Water Drainage: There shall be no discharge of excavation groundwater to the sanitary sewer, storm drains, or to drainage ditches without prior specific authorization by required regulatory agencies and OWNER in writing. Discharge of hazardous substances will not be permitted under any circumstances. Construction site runoff shall be prevented from entering any storm drain or the drainage ditch directly by the use of straw bales or other method suitable to the ENGINEER. CONTRACTOR shall provide erosion protection of the surrounding soils. CONTRACTOR shall be responsible for payment and receipt of a stormwater permit if necessary. CONTRACTOR shall maintain stormwater controls of said permit per state, local agencies or ENGINEER and OWNER.
5. Fish and Wildlife Resources: DO NOT disturb fish and wildlife. DO NOT alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified.
6. Burn-off: Burn-off of the ground cover is not permitted.
7. Protection of Erodible Soils: Immediately finish the earthwork brought to a final grade, as indicated or specified. Immediately protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils.
8. Temporary Protection of Erodible Soils: Use the following methods to prevent erosion and control sedimentation:
 - a. Mechanical Retardation and Control of Runoff: Mechanically retard and control the rate of runoff from the construction site. This includes construction of diversion ditches, benches, berms, and use of silt fences and straw bales to retard and divert runoff to protected drainage courses.
 - b. Vegetation and Mulch: Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydro-seeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.
 - c. Provide new seeding where ground is disturbed. Include topsoil or nutrients during the seeding operation necessary to establish a suitable stand of grass.
9. Control and Disposal of Solid Wastes: Prevent contamination of the site or other areas when handling and disposing of wastes. At project completion, leave the areas clean. Remove all solid waste (including non-hazardous debris) from the property and dispose off-site at an approved landfill. Solid waste disposal off-site must comply with most stringent local, State, and Federal requirements including 40 CFR §241, 40 CFR §243, and 40 CFR §258.
10. Dust Control: Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by

operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will not be permitted.

11. Noise: Make the maximum use of low-noise emission products, as certified by the EPA. Confine soil placement operations to the period between 7 A.M. and 5 P.M., Monday through Friday, exclusive of holidays, unless otherwise specified.
12. Spill Control: In the event of a spill or release of a hazardous substance (as designated in 40 CFR §302), pollutant, contaminant, or oil (as governed by the Oil Pollution Act (OPA), 33 U.S.C. 2701 et seq.), the CONTRACTOR shall notify the OWNER immediately. Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local regulations. As directed by the OWNER, additional sampling and testing shall be performed to verify spills have been cleaned up. Spill cleanup and testing shall be done at no additional cost to the OWNER.
13. Spill Response Materials
 - a. The CONTRACTOR shall provide appropriate spill response materials including, but not limited to the following: containers, adsorbents, shovels, and personal protective equipment. Spill response materials shall be available at all times when contaminated materials/wastes are being handled or transported. Spill response materials shall be compatible with the type of materials and contaminants being handled.
 - b. Within five days after the award of contract, the CONTRACTOR shall meet with the OWNER to discuss the project and verify a mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken.
 - c. The ENGINEER must receive from the CONTRACTOR a letter signed by an officer of the firm appointing a project Environmental Manager and stating that he/she is responsible for managing and implementing the Environmental Program as described in this contract. The Environmental Manager must have authority to direct the removal and replacement of non-conforming work, and the letter shall include a statement of this authority.

1.38 ISRAEL LAW

- A. A government entity may not enter into a contract with a Company for goods or services unless the contract contains a written verification from the Company that it:
 1. Does not boycott Israel; and
 2. Will not boycott Israel during the term of the contract.

END OF SECTION

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SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions of Bidding and Supplementary Information, apply to this Section.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of the plugging of Well No. 3.
 - 1. Project Locations:
 - a. Well No. 3 – 17707 W Farm market 2790 S, Lytle, Texas 78052
 - 2. OWNER: City of Lytle, Texas
- B. ENGINEER Identification: The Contract Documents dated October 25, 2024, were prepared for the Project by TRC Engineers, Inc., 505 East Huntland Drive, Suite 250, Austin, Texas 78752.
- C. The proposed project includes but is not limited to:
 - 1. Well No. 3
 - a. Well plugging

1.03 CONTRACTS

- A. Project will be constructed under one single contract.

1.04 USE OF PREMISES

- A. General: The CONTRACTOR shall have such use of the plant site property as designated by the OWNER. The CONTRACTOR'S use of premises is limited only by OWNER'S right to perform work or to retain other contractors on portions of Project.
- B. Other contractors may be present on the plant site. The CONTRACTOR shall coordinate with the contractors and provide access as required.

1.05 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the

beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by CONTRACTOR. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by CONTRACTOR or by others when so noted.

END OF SECTION

SECTION 01 29 00
PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 ADMINISTRATIVE SUBMITTALS

- A. Schedule of Values: Submit schedule on CONTRACTOR'S standard form.
- B. Schedule of Estimated Progress Payments
 - 1. Submit with initially acceptable schedule of values.
 - 2. Submit adjustments thereto with Application for Payment.
- C. Application for Payment: In accordance with the General Conditions and any modifications there to as specified herein.
- D. Final Application for Payment: As specified herein.

1.02 SCHEDULE OF VALUES

- A. Reference the General Conditions.
- B. Format
 - 1. Prepare a separate schedule of values for each schedule of work under the Agreement.
 - 2. Lump Sum Work
 - a. Provide separate value for each item or task on the progress schedule.
 - b. An unbalanced or front-end loaded schedule will not be acceptable.
 - c. List separately such items as Bonds and insurance premiums, mobilization, demobilization and contract closeout, facility startup, and other appropriate Division 1 activities.
 - d. The maximum percentage of mobilization/demobilization (combined) cost shall be no greater than 3 percent (three percent) of the total contract value.
 - 3. Summation of the complete schedule of values representing all work under the Agreement to equal the Contract Price.

1.03 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.04 APPLICATION FOR PAYMENT

- A. Reference the General Conditions.
- B. Transmittal Summary Form: Provided by CONTRACTOR. Attach one Summary Form with each Application for Payment for each schedule, include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized Officer of CONTRACTOR.
- C. Use Application for Payment Form acceptable to OWNER and ENGINEER.
 - 1. Provide separate form for each schedule as applicable.
 - 2. Include accepted schedule of values for each schedule or portion of work, the price breakdown for work, a listing of OWNER-selected equipment, if applicable, and allowances, as appropriate.
- D. Preparation:
 - 1. Round values to nearest dollar.
 - 2. List each Change Order and written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Summary sheet for each schedule as applicable.
 - 3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by ENGINEER.

1.05 PAYMENT

- A. General: Progress payment will be made monthly on the date established at the preconstruction meeting.
- B. Payment for all work shown or specified in the Contract Documents is included in the Contract Price.
- C. Payment for Mobilization/Demobilization: Partial payment for mobilization/demobilization will be as follows. The adjusted contract amount for construction items as used below is defined as the Total Contract Amount less the amount for mobilization.
 - 1. When 1 percent of the adjusted contract amount for construction items is earned, 33 percent of the mobilization/demobilization amount or 1 percent of the Total Contract Amount.
 - 2. When 5 percent of the adjusted contract amount for construction items is earned, 50 percent of the mobilization/demobilization amount or 1.5 percent of the Total Contract Amount, whichever is less, will be paid less any previous payments under this item.
 - 3. When 10 percent of the adjusted contract amount for construction items is earned, 67 percent of the mobilization/demobilization amount or 2 percent of the Total Contract Amount, whichever is less, will be paid less any previous payments under this item.

4. Upon completion of all work under this contract, payment for the remainder of mobilization/demobilization amount will be made.

1.06 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective work not accepted by OWNER.
6. Material remaining on hand after completion of work.

1.07 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: Reference the General Conditions. No partial payments will be made for materials and equipment delivered or stored on site unless Shop Drawings or preliminary operation and maintenance manuals are acceptable to ENGINEER.
- B. Final Payment: Will be made only for materials incorporated in work; remaining materials for which partial payments have been made, to revert to CONTRACTOR unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.08 FINAL APPLICATION FOR PAYMENT

- A. Reference the General Conditions.
- B. Prior to submitting final application, make acceptable delivery of required documents.
1. Affidavit of Bills Paid.
 2. Certification of Completion
 3. Other documentation that may be required elsewhere in the Contract Documents.

END OF SECTION

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SECTION 01 31 19
PROGRESS SCHEDULES AND MEETINGS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. During construction, the CONTRACTOR will be required to submit monthly progress reports to the OWNER and attend monthly construction meetings at the project location.

1.02 NARRATIVE PROGRESS REPORT

- A. The CONTRACTOR shall prepare and submit to the OWNER a written report, on a monthly basis, to include, as a minimum:
 - 1. Summary of Work completed during the past period between Narrative Progress Reports.
 - 2. Work planned during the next period.
 - 3. Explanation of differences between summary of Work completed and Work planned in previously submitted Narrative Progress Report.
 - 4. Current and anticipated delaying factors and their estimated impact on other activities and completion Milestones.
 - 5. Corrective action taken or proposed.
 - 6. The report format shall be submitted by the CONTRACTOR and approved by the OWNER and ENGINEER.
 - 7. The report shall be submitted to the OWNER at the Monthly Progress Meetings.

1.03 PRECONSTRUCTION MEETING

- A. Schedule: Meeting shall be prior to the start of work at a time and place designated by the CONTRACTOR and agreed upon by OWNER and ENGINEER.
- B. Attendance
 - 1. OWNER Representative
 - 2. ENGINEER
 - 3. Project Manager
 - 4. CONTRACTOR & Key Subcontractors
- C. Agenda
 - 1. Health & Safety
 - 2. Roles and Responsibilities

3. General contract terms
4. Supervision
5. Schedules and seasonal limitations
6. Submittals
7. Approvals and testing
8. Clearances and notices
9. Construction procedures
10. Payments and estimates
11. Labor requirements
12. Construction Completion Documentation

1.04 PROGRESS MEETINGS

- A. The CONTRACTOR will schedule and administer the progress meetings and specially called meetings throughout the progress of the work.
 1. Prepare or designate preparer of the agenda for the meetings.
 2. Distribute written notice of each meeting four (4) days in advance of meeting date.
 3. Make physical arrangements for meetings.
 4. Preside at meetings.
 5. Record or designate recorder of the minutes; include significant proceedings and decisions.
 6. Reproduce and distribute copies within seven (7) days after each meeting.
 - a. To participants in the meeting.
 - b. To parties affected by decisions made at the meeting.
- B. Schedule: Meetings will be scheduled a minimum of once each month at a time designated by the CONTRACTOR and agreed upon by OWNER and ENGINEER.
- C. Attendance
 1. ENGINEER
 2. CONTRACTOR
 3. Subcontractor's as pertinent to agenda

4. OWNER Representative

D. Agenda

1. Review and approve minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Field observations, problems, and conflicts.
4. Problems which impede constructing schedule.
5. Review of off-site fabrication and delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to construction schedule.
8. Progress schedule during the succeeding work period.
9. Coordination of schedules.
10. Review of submittal schedules.
11. Review of Request for Information Status.
12. Review of proposed changes for effect on construction schedule and on completion date.
13. Review of Quality Assurance / Quality Control (QA/QC) reports.
14. Review of Punch List.
15. Safety report.
16. Review new business.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 32 33
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Photographic requirements for construction photographs and submittals.

1.02 DEFINITIONS

- A. Pre-construction Photographs: Photographs taken, in sufficient numbers and detail, prior to date of commencement of the Work, to show original construction site conditions.
- B. Progress Photographs: Photographs, taken throughout the duration of construction at regular intervals and from fixed vantage points, pre-approved by the ENGINEER, that document progress of the Work.
- C. Finished Photographs: Photographs, taken by a professional photographer near Date of Substantial Completion and before OWNER'S acceptance of the Work, that are suitable for framing and for use in brochures or on the Internet.
- D. Aerial Photographs: Photographs, taken from an aircraft by a professional aerial photographer near Date of Substantial Completion and before OWNER'S acceptance of the Work, that are suitable for framing and for use in brochures or on the Internet.

1.03 SUBMITTALS

- A. Format and Media. Digital photography shall be used. Submit color photographs, unless otherwise specified.
 - 1. Digital Photography. Use 10.1-megapixel density or greater for photographs. Scanned photographs must equal or exceed 600 dots per inch when scanned from 4 in. by 6 in. prints. Submit digital photographic files on USB Flash Drives (min. 3 copies) to OWNER, ENGINEER, and CONTRACTOR. Format disks for Windows operating system and in JPEG (Joint Photographic Experts Group) format.
- B. Submittal Quantities and Frequencies
 - 1. Pre-construction Photographs
 - a. A preconstruction video recording of the entire project site, access points, perimeter fencing, features adjacent to access roads, and all access roads, including roads, within 1 mile of the plant site shall be required.
 - b. A minimum of 60 photos shall be taken prior to any work being done. These photos will be taken at all areas and surround areas where construction will take place.
 - c. Submit digital set of Pre-construction Photographs prior to first Application for Payment.

2. Progress Photographs

- a. Each month, a minimum of 30 exposures shall be taken as directed by ENGINEER. Plan a minimum of two photo events per month (once every two weeks), more as required per construction progress.
- b. Submit digital set of Progress Photographs with each Application for Payment. Monthly Applications for Payment shall be deemed incomplete if not accompanied by the required Progress Photographs. The CONTRACTOR'S failure or election to not submit a monthly Application for Payment shall not affect the requirement for monthly Progress Photographs.

3. Finished Photographs

- a. All photos and videos that were taken at the beginning (pre-construction) shall be taken from the same vantage point after all work (including re-vegetation) has been completed.
- b. Submit one set of Finished Digital Photographs after Date of Substantial Completion and prior to final payment. Each set shall contain photo from each of the vantage points pre-approved by the ENGINEER. Vantage points for Finished Photographs will be approved separately from vantage points approved for Progress Photographs.

4. Final Aerial Photograph

- a. Upon completion of the project, the CONTRACTOR shall have made a color aerial photograph of the project as directed by the OWNER/ENGINEER. The photograph shall be of such view and angle and shall be taken at such time as directed by the OWNER/ENGINEER.

C. Labeling. Digital photographs shall be provided with an electronic file (Microsoft Office compatible or PDF) photo log containing the following information:

1. Name of Project, address of Project and Job Number.
2. Name and address of CONTRACTOR.
3. Date photograph was taken.
4. Location photo was taken from, direction of view (i.e. N, S, NW, etc.), and short description of photo subject.
5. Name and address of professional photographer who took the photograph, if applicable.

D. Photographic prints, photographic files and disks shall become the property of the OWNER. Photographs specified herein shall not be published without written consent by the OWNER. Photos shall remain copyrighted by photographer.

1.04 QUALITY ASSURANCE

- A. CONTRACTOR shall be responsible for the quality of and timely execution and submittal of photographs.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION PHOTOGRAPHS

- A. Prior to commencement of construction operations, photograph the site to show original site and surrounding area conditions including initial construction staging or storage areas.
- B. Pre-construction Photographs shall indicate condition of the following:
 - 1. General site conditions.
 - 2. Yards.
 - 3. Particular features (e.g. well yard lights, fences).
- C. Show the location of vantage points and direction of shots on a key plan of the site.

3.02 PROGRESS PHOTOGRAPHS

- A. Progress Photographs document monthly advancement of the Work. Select vantage points for each shot to best show status of construction and progress since last photograph submittal. Select camera stations that will require little or no movement or adjustment over the duration of construction.
- B. Take monthly Progress Photographs at regular intervals to coincide with cutoff dates associated with each Application for Payment.

END OF SECTION

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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, and specific city/utility/owner requirements or provisions apply to this Section.
- B. The contractor, sub-contractors, vendors, suppliers, manufacturers, etc. and any other trade providing submittals on the project **will not** be paid by the OWNER for submittal preparation.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, and other miscellaneous submittals, including but not limited to the following:
 - 1. Security plan.
 - 2. Contractor's construction schedule
 - 3. Product data.
 - 4. Quality assurance and quality control submittals, including, but not limited to, calculations, mix designs, and substantiating test results.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Performance and Payment bonds.
 - 4. Insurance certificates.

1.03 RELATED WORK

- 1. SECTION 01 29 00 - PRICE AND PAYMENT PROCEDURES for submitting Applications for Payment.
- 2. SECTION 01 31 19 - PROGRESS SCHEDULES AND MEETINGS for submitting schedules and reports, including CONTRACTOR's Construction Schedule and the Submittals Schedule.
- 3. SECTION 01 32 33 - CONSTRUCTION PHOTOGRAPHS for submitting periodic construction photographs.

4. SECTION 01 77 00 - CLOSEOUT PROCEDURES for submitting Record Drawings, and Record Product Data.

1.04 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires ENGINEER'S responsive action.
- B. Informational Submittals: Written information that does not require ENGINEER'S approval. Submittals may be rejected for not complying with requirements.

1.05 SUBMITTAL PROCEDURES

- A. Submittals shall be numbered consecutively. For example, submittal number one would be titled Submittal #1 – Gate Valves. Then, the second submittal submitted shall be numbered Submittal #2 – Concrete, etc. For resubmittals, use the alphabet letters for revisions. For example, the first revision of submittal number one shall be Submittal #1a – Valves, the second revision shall be Submittal #1b-Valves, etc.

1.06 SUBMITTAL DATA

- A. Submittal Procedure: The CONTRACTOR shall furnish Submittals for any and all such parts of the work and equipment as set forth in the specifications and indicated on the plans. The procedures for review of the submittals shall be as follows:
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. ENGINEER reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 3. The CONTRACTOR shall submit to the ENGINEER for his review, four (4) prints of drawings, plus whatever number of prints the CONTRACTOR desires to be returned to himself. The submitted prints shall be accompanied by a letter of transmittal, in duplicate of drawings, titles, and other requirements. The letter of transmittal shall be of the form supplied by or approved by the ENGINEER. If advance approval is obtained by OWNER and ENGINEER, electronic submission of certain submittals may be acceptable.
 4. When a drawing is satisfactory to the ENGINEER, the number of prints the CONTRACTOR desires returned to him will be stamped or marked, "No Exceptions Taken" or "Make Corrections Noted", will be dated, and will be returned to the CONTRACTOR by letter.
 5. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit", or "Rejected", and will return one (1) or more copies thereof to the CONTRACTOR with the necessary corrections and changes indicated. The CONTRACTOR must make such corrections and changes, and again submit at least four (4) prints of the drawings for approval. The CONTRACTOR shall revise and resubmit

the working drawings, as required by the ENGINEER, until satisfactory review thereof is obtained.

6. The CONTRACTOR shall allow sufficient time for preliminary review, correction, and resubmission, and final review of all working (shop) drawings. Drawings of items critical to job progress, when requested in writing by the CONTRACTOR, will be given priority review.

B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on ENGINEER'S receipt of submittal.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. ENGINEER will advise CONTRACTOR when a submittal being processed must be delayed for coordination.
2. If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Allow 15 days for processing each resubmittal.
4. Revise and Resubmit
5. Action Not Required

C. Submittal Format

1. Submittals shall be printed on heavy, first quality paper, 8-1/2" x 11" size with standard 3-hole punching. If pre-approved, electronic submittals may be acceptable. Drawings and diagrams shall be reduced to 8-1/2" x 11" or 11" x 17".
2. All materials and equipment submitted for review shall meet the following criteria: Each sheet of descriptive literature submitted shall be marked by the CONTRACTOR to identify the material or equipment as follows:
 - a. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies, and shall list equipment tag numbers applicable.
 - b. Submittal sheets or drawings showing more than the particular item under consideration shall have crossed out all but the pertinent description of the item for which review is requested.
 - c. Equipment and materials descriptive literature not readily cross-referenced with the drawings or specifications shall be identified by a suitable notation.

D. Submittal Content

1. The submittals shall show that all requirements of the specification section have been met. The submittals shall contain the following information as applicable:
 - a. Equipment, function, normal operating characteristics, and limiting conditions.
 - b. Assembly, installation, alignment, adjustment, and checking instructions.

- c. Test data and performance curves, where applicable.

1.07 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, Contractor's construction schedule in electronic format. Submit initial schedule prior to or at the Pre-construction conference and submit updated schedules at each regularly scheduled Project Meeting and with each pay application and as directed by the ENGINEER.
 - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 - 2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 - 3. Prepare the schedule on a sheet, or series of sheets, of sufficient width to show data for the entire construction period.
 - 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the critical path items and the sequences necessary for completion of related portions of the Work.
 - 5. Indicate the phases of work in which subcontractors will be participating. Subcontractors shall be indicated by name.
 - 6. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 - 7. Indicate substantial completion in advance of the date established for Final Completion to allow time for the Engineer's procedures necessary for certification of Substantial and Final Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- C. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of applications for payment. Refer to Article 14, "General Conditions", Payment to Contractor and Completion for cost reporting and payment procedures.
- D. Distribution: Following response to the initial schedule submittal, print and distribute copies to the Engineer, subcontractors, suppliers, and other parties required to comply with scheduled dates. Keep a copy at the Project Site at all times.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

- E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made and as requested by the Engineer. Issue the updated schedule concurrently with the report of each meeting, or as requested by the Engineer.
- F. The Contractor shall also provide a Four (4) Week Look-Ahead schedule at each progress meeting and with each pay request. This schedule shall show, by day of the week, the previous two (2) weeks construction activities performed and the planned construction activities of the following four (4) weeks.
- G. The Contractor shall submit the updated Overall and Four Week Look-Ahead schedules to the Engineer with the Contractors monthly pay request. The schedules must be acceptable to the Engineer and approved prior to the Engineer approving the pay request.

1.08 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Printed performance curves.
 - e. Operational range diagrams.
 - f. Compliance with recognized trade association standards.
 - g. Compliance with recognized testing agency standards.
- C. Submittals Schedule: Comply with requirements in Division 1.
- D. Application for Payment: Comply with requirements in Division 1.
- E. Schedule of Values: Comply with requirements in Division 1.
- F. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use sample form at end of Section.

1.09 INFORMATIONAL SUBMITTALS

- A. CONTRACTOR's Construction Schedule: Comply with requirements in SECTION 01 31 19 - PROGRESS SCHEDULES AND MEETINGS.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names, and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- E. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- F. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- G. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- H. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- I. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

1.10 INSURANCE CERTIFICATES AND BONDS

- A. Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

1.11 CONSTRUCTION PHOTOGRAPHS

- A. Comply with requirements in SECTION 01 32 33 – CONSTRUCTION PHOTOGRAPHS.

1.12 QUALITY ASSURANCE AND QUALITY CONTROL SUBMITTALS

- A. Submit quality assurance and quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, materials test results, field testing and inspection reports, density test results, and other quality-control submittals as required under other Sections of the Specifications.

1.13 PREPARATION AND SUBMITTAL OF CONSTRUCTION RECORD DRAWINGS

- A. The CONTRACTOR's Superintendent will maintain a set of redlines noting any changes in ink during construction of the Project. The following shall be adhered to and provided (as a minimum) for the redline submittal.

1. General

- a. Notes shall be sufficiently clear to allow a draftsman to easily make the necessary changes without the need for field checks and interpretation.
- b. One complete set of Construction Record redlines will be submitted prior to the final pay request and forwarded to the Owner.

2. Specific Requirements

- a. Modification to any standard or special details noted.
- b. Location, type, and quantity of all additions and deletions.
- c. Changes in grade.

- B. The above list is not intended to be complete. Any information noted which could be used for future maintenance, location, and construction projects is encouraged to be noted on the redlines.

1.14 CONSTRUCTION DIARIES

- A. The CONTRACTOR shall prepare a daily construction diary recording as a minimum the following information concerning events at the site and submit duplicate copies to the OWNER's Representative at weekly intervals. The copies are to be signed by the project Superintendent as defined in the General Conditions.

- 1. Work performed.
- 2. Approximate count of CONTRACTOR's personnel, by classification, on the site.
- 3. List of subcontractors and personnel by classification on the site.
- 4. List of all equipment on the site by make and model.
- 5. High and low temperatures together with general weather conditions.
- 6. Start time and finish time of day's work.
- 7. Accidents and/or unusual events.

8. Meetings and significant decisions made.
9. Stoppages, delays, shortages and/or losses.
10. Meter readings and/or similar recordings.
11. Emergencies procedures that may have been needed.
12. Orders and requests of governing authorities.
13. Change Orders received and implemented.
14. Services connected and/or disconnected.
15. Installed equipment and/or system tests and/or startups and results.
16. Partial completions and/or occupancies.
17. Date of substantial completion certified.

1.15 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to ENGINEER.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of CONTRACTOR's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1.16 ENGINEER'S ACTION

- A. General: ENGINEER will not review submittals that do not bear CONTRACTOR's approval stamp and will return them without action.
- B. Action Submittals: ENGINEER will review each submittal, make marks to indicate corrections or modifications required, and return it. ENGINEER will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 1. No Exceptions Taken
 2. Make Corrections Noted
 3. Revise and Resubmit
 4. Action Not Required
- C. Informational Submittals: ENGINEER will review each submittal and will not return it or will reject and return it if it does not comply with requirements. ENGINEER will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 43 00
QUALITY ASSURANCE QUALITY CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve CONTRACTOR of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit CONTRACTOR'S quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for CONTRACTOR to provide quality-control services required by ENGINEER, OWNER, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See individual specification sections for specific test and inspection requirements.

1.02 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by ENGINEER.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.03 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of CONTRACTOR by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to ENGINEER.

1.04 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed, and sealed by the responsible design professional, for each product and system specifically assigned to CONTRACTOR to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Reports: Prepare and submit certified written reports that include the following:
1. Revise list below to suit Project.
 2. Date of issue.
 3. Project title and number.
 4. Name, address, and telephone number of testing agency.
 5. Dates and locations of samples and tests or inspections.
 6. Names of individuals making tests and inspections.
 7. Description of the Work and test and inspection method.
 8. Identification of product and Specification Section.
 9. Complete test or inspection data.
 10. Test and inspection results and an interpretation of test results.
 11. Ambient conditions at time of sample taking and testing and inspecting.
 12. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 13. Name and signature of laboratory inspector.
 14. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For OWNER'S records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- C. If more detailed requirements are needed, add this information to specific individual Sections. Examples include Installer employing workers trained and approved by manufacturer, Installer being acceptable to manufacturer, and Installer being an authorized representative of manufacturer for both installation and maintenance.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- F. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- G. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- H. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by the latest ASTM standards that specializes in types of tests and inspections to be performed.

1.06 QUALITY CONTROL

- A. OWNER Responsibilities: Where quality-control services are indicated as OWNER'S responsibility, OWNER will engage a qualified testing agency to perform these services.
 - 1. OWNER will furnish CONTRACTOR with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to CONTRACTOR.
- B. CONTRACTOR Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 - 1. Where services are indicated as CONTRACTOR'S responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. CONTRACTOR shall not employ the same entity engaged by OWNER, unless agreed to in writing by OWNER.
 - 2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.

3. Where quality-control services are indicated as CONTRACTOR'S responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by CONTRACTOR and not required by the Contract Documents are CONTRACTOR'S responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special Tests and Inspections: OWNER will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of OWNER.
1. Testing agency will notify ENGINEER and CONTRACTOR promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to ENGINEER with copy to CONTRACTOR and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were CONTRACTOR'S responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with ENGINEER and CONTRACTOR in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify ENGINEER and CONTRACTOR promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through CONTRACTOR.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of CONTRACTOR.

- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.07 PAYMENT FOR LABORATORY TESTING SERVICES

- A. Testing to be paid by CONTRACTOR. All standard testing to be paid in this manner. All additional testing required due to a CONTRACTOR failure shall be paid by CONTRACTOR.
1. The CONTRACTOR shall furnish, at his own expense, materials, or specimens for testing.
 2. The CONTRACTOR shall furnish at his own expense, suitable evidence that the materials he proposes to incorporate into the work are in accordance with the specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturers or supplier's test results will be acceptable for such items as pipe, valves, etc. when it is definite that the material being furnished is in accordance with the manufacturers or supplier's specifications to which the test results apply. Supplier's evidence of quality will be acceptable as long as the material is secured from the sources to which the evidence applies.
- B. The ENGINEER may have further inspection and tests made by the laboratory or may make tests himself, to ensure that the CONTRACTOR is complying with the specifications. The correction or removal of such unsatisfactory work and the replacement with satisfactory work shall be performed by the CONTRACTOR at his own expense and is understood to be fully included in his CONTRACTOR requirements, without any additional compensation or claims upon the OWNER.

- C. Tests indicating non-compliance with the Contract Documents shall be paid for by the CONTRACTOR.
- D. Inspection or testing performed exclusively for the CONTRACTOR'S convenience shall be borne by the CONTRACTOR.
- E. The CONTRACTOR shall submit to the ENGINEER, for approval, the name of the testing company to be used by the CONTRACTOR. The testing company and its subcontractors shall be certified by AASHTO or U.S. Army Corps of Engineers.
- F. No separate payment will be made for testing.

1.08 EQUIPMENT TESTING

- A. Upon completion of the Work and prior to final acceptance and payment, test equipment as specified or required for compliance with Contract Documents. Manufacturer's authorized representative(s) shall be present at site to inspect, check and approve equipment and installation prior to start-up and test; and to supervise testing of equipment.
- B. Adjust or replace equipment which does not meet requirements of Contract Documents during test at no additional cost to OWNER.
- C. Include costs of equipment testing in the price of equipment to be installed when applicable.

1.09 MATERIAL TESTING

- A. Representatives of the testing laboratory shall have access to the Work at all times. Provide facilities for access in order that laboratory may perform its functions properly.
- B. Testing Schedules
 - 1. Consult testing laboratory in advance to determine time required to perform tests and issue each of the findings. Include required time within construction schedule.
 - 2. When changes of the construction schedule are necessary, coordinate such changes with the testing laboratory as required.
- C. All samples for testing, unless otherwise provided elsewhere in these Specifications, shall be taken by the testing laboratory. All sampling equipment and personnel shall be provided by the testing laboratory unless otherwise specified. All deliveries of samples to the testing laboratory shall be performed by the testing laboratory unless otherwise specified.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This section covers the Project requirements for utilities, site security, access roads and parking, and related items to be provided by the CONTRACTOR throughout the duration of the Project.
- B. The CONTRACTOR's bid cost shall include communication with all utility companies, applications, permits, fees, equipment, installation of all required materials, removal of materials after construction, etc. required for temporary facilities to the acceptance of the OWNER.
- C. Water and electricity supply for construction shall be acquired by the CONTRACTOR from the utility provider for electrical supply and for potable water and usage will be paid by the CONTRACTOR. The CONTRACTOR shall coordinate and install, at his expense, any meters required for water and electrical service and remove them at the end of construction. Services shall be independent of OWNER's existing services.
- D. The CONTRACTOR shall prepare and install Project Signs.
- E. Temporary utilities include, but are not limited to, the following:
 - 1. Sewers and drainage.
 - 2. Water service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 4. Heating and cooling facilities.
 - 5. Ventilation.
 - 6. Electric power service.
 - 7. Lighting.
- F. Support facilities include, but are not limited to, the following:
 - 1. Temporary roads and paving.
 - 2. Dewatering facilities and drains.
 - 3. Project identification and temporary signs.
 - 4. Waste disposal facilities.
 - 5. Storage and fabrication sheds.
 - 6. Temporary stairs.

7. Construction aids and miscellaneous services and facilities.
8. Safety facilities required per OSHA requirements, for the safe access by OWNER and ENGINEER. Representatives to inspect all facilities and structures as determined by the ENGINEER. The CONTRACTOR shall provide any and all required personnel lifting devices, cranes, hoists, scaffolding, safety cages, ladders (tied-off), temporary walkways, etc. or other equipment for OWNER representatives to access all facilities as required by ENGINEER. It is the ENGINEER's decision on facilities that require inspection and the proximity of personnel to the inspected facilities. CONTRACTOR shall provide all safe access per OSHA for these requirements.

G. Security and protection facilities include, but are not limited to, the following:

1. Environmental protection.
2. Stormwater control.
3. Tree and plant protection.
4. Site enclosure fence.
5. Security enclosure and lockup.
6. Barricades, warning signs, and lights.
7. Fire protection.

1.02 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.03 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to OWNER, change over from use of temporary service to use of permanent service.
1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before OWNER'S acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the work:

1. Keep temporary services and facilities clean and neat.
2. Relocate temporary services and facilities as required by progress of the Work.

1.04 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to OWNER or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
1. OWNER'S construction forces.
 2. Occupants of Project.
 3. Engineer.
 4. Testing agencies.
 5. Personnel of authorities having jurisdiction.
 6. Owner's inspectors.

1.05 TEMPORARY LIGHT AND POWER

- A. The CONTRACTOR shall make temporary service connections for their construction needs that is independent of the City's connections, including but not limited to:
1. Set up an account with City in the CONTRACTOR's name. All bills from City will be sent to the CONTRACTOR for payment.
 2. Make all contact with City, prepare service application as needed and pay all application, service, and installation costs.
 3. Through City, install electric meter to provide all electric usage for temporary services during construction, including OWNER / ENGINEER office.
 4. Pay all usage costs for installed meter during construction.
 5. Following construction, remove meter and all systems related to temporary service to the satisfaction of the OWNER. Pay all bills owed to City.
- B. The CONTRACTOR shall furnish all temporary light and power, complete with wiring, lamps, and similar equipment as required to adequately light all work areas and with sufficient power capacity to meet the needs of the OWNER and ENGINEER. The CONTRACTOR shall make all necessary arrangements with the temporary construction facilities for the OWNER for temporary electric service and pay all expenses in connection therewith.
- C. Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. For connection of power tools and equipment, provide outlets equipped with ground-fault circuit interrupters, reset button and pilot light.

- D. Provide grounded extension cords. Use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if more than one length is required.
- E. Provide general service incandescent lamps as required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

1.06 TEMPORARY AIR AND WATER

- A. The CONTRACTOR shall provide all air and water, including temporary piping and appurtenances, as may be required for the cleaning and testing of pipelines and equipment necessary for the work. Temporary piping and appurtenances shall be removed upon approval of equipment being tested.
- B. Temporary connection could be made to the proposed supply mains to be constructed by the CONTRACTOR. Temporary connections shall include but not be limited to:
 - 1. Setup an account in the CONTRACTOR's name with the City. All bills from the City will be sent to the CONTRACTOR for payment.
 - 2. Make contact with City for temporary service, to include application submittal and payment of all associated fees and installation cost for the connection to the main.
 - 3. Install or have installed by the City the water meter and any other facilities required by the City.
 - 4. Install a Reduced Pressure Zone (RPZ) valve assembly to prevent backflow in the event of a pressure failure.
 - 5. Temporary water service will be for CONTRACTOR's use and for the temporary office buildings, including the OWNER / ENGINEER's office.
 - 6. Following construction, remove the water meter and all systems related to the temporary service to the satisfaction of the OWNER. Pay all bills owed to the City.
- C. The CONTRACTOR shall supply all necessary tools, hose and pipe, and shall make necessary arrangements for securing and transporting such water and shall take water in such a manner, and at such times, that will not produce a harmful drain or decrease of pressure in the City's water system. Temporary lines shall be removed when no longer required.

1.07 TEMPORARY SANITARY FACILITIES

- A. All temporary piping and connections are the CONTRACTOR's responsibilities and shall be removed by the CONTRACTOR following its use, to the satisfaction of the OWNER. Any temporary connection to the sanitary system shall be approved by the OWNER.
- B. The CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing Work or furnishing services on the Project.

- C. Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Toilets: Install self-contained toilet units.
- D. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet shall be furnished for each twenty (20) employees. The CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.
- E. At no time shall the CONTRACTOR or subcontractors use the sanitary facilities for the OWNER/ENGINEER'S Field Office.

1.08 FIRE EXTINGUISHERS

- A. Provide portable UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide portable UL-rated Class ABC dry chemical extinguishers or a combination of NFPA recommended Classes for the exposure. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

1.09 LAYOUT OF TEMPORARY FACILITIES

- A. Before starting the work, the CONTRACTOR shall submit to the ENGINEER his requirements for space for temporary structures and storage of materials. The CONTRACTOR shall submit to the ENGINEER for approval, his proposed plan and layout for all temporary offices, sanitary facilities, temporary construction roads, storage buildings, storage yards, temporary water service and distribution, temporary power service and distribution, and temporary telephone service.

1.10 STORAGE BUILDINGS

- A. The CONTRACTOR shall erect, or provide as approved, temporary storage buildings as required for the protection of mechanical and electrical equipment and materials as recommended by manufacturers of such equipment and materials. The buildings shall be provided with environmental control systems that meet recommendations of manufacturers of all equipment and materials stored in the buildings. The buildings shall be of sufficient size and so arranged or partitioned to provide security for their contents and provide ready access for inspection and inventory. At or near the completion of the work, and as directed by the ENGINEER, the temporary storage buildings shall be dismantled, removed from the site, and remain the property of the CONTRACTOR.
- B. Combustible materials (paints, solvents, fuels, etc.) shall be stored in a well-ventilated building removed from other buildings.

1.11 STORAGE YARDS

- A. The CONTRACTOR shall construct temporary storage yards for the storage of materials that are not subject to damage by weather conditions. Materials such as pipe and reinforcing and structural steel shall be stored on pallets or racks, off the ground, and in a manner that allows ready access for inspection and inventory.

1.12 CONTRACTOR'S WORK AREA

- A. The CONTRACTOR shall limit his operations and storage of equipment and materials to the areas designated and as directed by the ENGINEER.
- B. The CONTRACTOR shall erect a suitable fence around each tree or group of trees shown as "protected" or "to be saved" on the plans. Any such trees damaged shall be repaired or replaced, as directed by the ENGINEER, at the CONTRACTOR'S expense.
- C. Except as provided herein, no private property, or other area adjacent to the plant site shall be used for storage of the CONTRACTOR'S equipment and materials unless prior written approval is obtained from the legal owner.
- D. The CONTRACTOR shall maintain the area during construction and shall proceed with his work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.
- E. At all times, maintain areas covered by the Contract and public properties free from accumulations of waste, debris, and rubbish caused by construction operations.
- F. Cleaning and disposal operations shall comply with local ordinances and antipollution laws. Do not burn or bury rubbish and waste materials on the project site. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
- G. Wet down dry materials and rubbish to minimize dust and prevent blowing dust.
- H. Provide approved containers for collection and disposal of waste materials, debris, and rubbish and make arrangements for appropriate periodic emptying of the containers.

1.13 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. The CONTRACTOR shall protect, shore, brace, support and maintain all underground pipes conduits, drains, and other underground construction uncovered or otherwise affected by the CONTRACTOR'S operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement/right-of-way. All replacements shall be made with new materials.
- B. The CONTRACTOR shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from the Work, whether by him or his Subcontractors. The CONTRACTOR shall make satisfactory and acceptable arrangements with the OWNER of, or the agency having jurisdiction over, the

damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.14 TEMPORARY ACCESS ROADS AND PARKING SPACE

- A. The CONTRACTOR shall construct temporary construction access roads and detours as are required to execute the work. The roads shall meet with the approval of the ENGINEER and OWNER, and be maintained in good condition until no longer needed; at which time the temporary roads shall be removed and the area left in a condition satisfactory to the ENGINEER.
- B. The CONTRACTOR shall construct temporary parking facilities for his employees, his Sub-contractor's employees, other employees, and the ENGINEER.

1.15 PROTECTION OF THE FINISHED CONSTRUCTION

- A. The CONTRACTOR shall assume the responsibility for the protection of all finished construction and shall repair and restore any and all damage to finished work to its original or better state.
- B. Where responsibility can be determined, the cost for replacement or repair of damaged work shall be charged to the party responsible. If responsibility cannot be fixed, the cost shall be borne by the CONTRACTOR.
- C. Wheeling of any loads over finished floors, either with or without plank protection, shall not be permitted in anything except rubber-tired wheelbarrows, buggies, trucks, or dollies. This applies to all finished floors and to all exposed concrete floors as well as those covered with composition tile or other applied surfacing and shall apply to all trades.
- D. Where structural concrete has the finished surface, care shall be taken to avoid marking or damaging those surfaces.

1.16 TEMPORARY SIGNS

- A. Furnish and install the project signs indicated in the Contract Documents. Signs shall be placed as directed by the ENGINEER; and shall be maintained in good condition for the life of the construction period.
- B. Remove signs at final acceptance, unless otherwise directed.

1.17 SECURITY

- A. The CONTRACTOR shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.
- B. No claim shall be made against the OWNER by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to the OWNER'S property resulting from CONTRACTOR'S failure to provide security measures.

1.18 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to OWNER.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas within construction limits indicated on Drawings.

1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 in.

C. Dewatering Facilities and Drains: Comply with requirements in applicable specification sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding project or adjoining property nor endanger permanent work or temporary facilities.
2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.

E. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

F. Fuel Storage: Temporary fuel storage will comply with TCEQ regulations. Provide secondary containment.

G. Worker Housing: The CONTRACTOR shall not be allowed to provide temporary housing of their workforce on the job site or other City of Lytle property.

1.19 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

- B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- E. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- F. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install, and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

1.20 REMOVAL OF TEMPORARY FACILITIES AND UTILITIES

- A. At such time or times any temporary construction facilities and utilities are no longer required for the work, the CONTRACTOR shall notify the ENGINEER of his intent and schedule for removal of the temporary facilities and utilities and obtain the ENGINEER'S approval before removal. As approved, the CONTRACTOR shall disconnect and/or dismantle the temporary facilities and utilities and remove them from the site as his property. Leave the site in such condition as specified, as directed by the ENGINEER, and/or as shown on the Plans.
- B. In unfinished areas, the condition of the site shall be left in a condition that will restore original drainage, evenly graded, seeded or planted as necessary, and left with an appearance equal to, or better than original.
- C. Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- D. Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the property of CONTRACTOR.
 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in the Contract Documents.

1.21 PAYMENT

- A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices stated in the Proposal.

END OF SECTION

SECTION 01 57 19

ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water, and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as sedimentation or filtration systems, berms, silt fences, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the CONTRACTOR'S responsibility to determine the specific construction techniques to meet these guidelines.
- E. All phases of sedimentation and erosion control shall comply with and be subject to the approval of the Texas Commission on Environmental Quality (TCEQ) and the U.S. Environmental Protection Agency (EPA).

1.02 APPLICABLE REGULATIONS

- A. Comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

1.03 NOTIFICATIONS

- A. The ENGINEER will notify the CONTRACTOR in writing of any observed non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the CONTRACTOR in writing, through the ENGINEER, of any non-compliance with State or local requirements. The CONTRACTOR shall, after receipt of such notice from the ENGINEER or from the regulatory agency through the ENGINEER, immediately take corrective action. Such notice, when delivered to the CONTRACTOR or its authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of

a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in full compliance.

1.04 IMPLEMENTATION

- A. Prior to commencement of the work, meet with the OWNER to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. Remove temporary environmental control features, when approved by the ENGINEER, and incorporate permanent control features into the project at the earliest practicable time.

1.05 PROTECTION OF WATERWAYS

- A. The CONTRACTOR shall observe the rules and regulations of the State of Texas and agencies of the U.S. Government prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.
- B. CONTRACTORS are specifically cautioned that disposal of materials into any waters of the State must conform with the requirements of the TCEQ, and an applicable permit from the U.S. Army Corps of Engineers.
- C. The CONTRACTOR shall be responsible for providing holding ponds or an approved method which will handle, carry through, or divert around his work all flows, including storm flows and flows created by construction activity, so as to prevent silting of waterways or flooding damage to the property or adjacent properties.
 - 1. Any materials removed from water bodies are to be dewatered in a manner that prevents silting or return of material to water body.
 - 2. Liquid/solid separation to be performed mechanically, by gravity separation in holding ponds or by other means that comply with the requirements. Holding ponds to incorporate means to remove liquid such as filtered riser pipes, decant pipes, underdrains, etc.
- D. The CONTRACTOR is responsible for researching the need for a U.S. EPA NPDES (Stormwater Pollution Prevention Plan) permit for the construction site. If one is required, the CONTRACTOR is responsible for obtaining the permit and for monitoring the site per the permit requirements until final completion. Costs associated with this activity shall be included in the CONTRACTOR'S bid.

1.06 DISPOSAL OF EXCESS EXCAVATION AND OTHER WASTE MATERIALS

- A. Material not suitable for backfill and other waste material must be disposed of at sites approved by the OWNER and ENGINEER. Excess excavated material suitable for backfill, but not used, shall be spread, and compacted in the designated spoils area as shown on the Drawings.
- B. Unacceptable disposal sites, include, but are not limited to, sites within a wetland or critical habitat and sites where disposal will have a detrimental effect on surface water or groundwater quality.
- C. The CONTRACTOR may make his own arrangements for disposal subject to submission of proof to the ENGINEER that the OWNER of the proposed site(s) has a valid fill permit issued

by the appropriate governmental agency and submission of a haul route plan including a map of the proposed route(s).

- D. The CONTRACTOR shall provide watertight conveyance of any liquid, semi-liquid, or saturated solids which tend to bleed or leak during transport. No liquid loss from transported materials will be permitted whether being delivered to the construction site or being hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at the selected disposal site.

1.07 USE OF CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either the U.S. EPA or the U.S. Department of Agriculture or any other applicable regulatory agency. Use of all such chemicals and disposal of residues shall be in conformance with the manufacturer's instructions.
- B. Any oil or other hydrocarbon spilled or dumped on the OWNER'S site during construction must be excavated and completely removed from the site prior to final acceptance. Soil contaminated by the CONTRACTOR'S operations shall become the property of the CONTRACTOR, who will bear all costs of testing and disposal.
- C. If the OWNER is using or storing any chemicals on-site, the following steps shall be completed before a CONTRACTOR commences work:
 - 1. The OWNER will inform CONTRACTOR of his rights under the Texas Hazards Communication Act.
 - 2. The OWNER will provide a copy of the Chemical List giving the hazardous chemicals to which the CONTRACTOR, his employees and agents may be exposed to on the project site.
 - 3. The OWNER will provide copies of all MSDSs to the CONTRACTOR for the hazardous chemicals which he may be exposed to on the project site.
 - 4. The OWNER will inform the CONTRACTOR of his obligation to inform his employees and agents of each of the above requirements.
 - 5. The CONTRACTOR shall provide MSDSs for all hazardous chemicals he may bring onto the project site that OWNER'S employees may be exposed to.
 - 6. The CONTRACTOR shall sign a Contractor Acknowledgement certifying that he has received the information provided by the OWNER on hazardous chemicals and maintain the Acknowledgement with the original Contract.

1.08 PAYMENT

- A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices specified in the Bid Form.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EROSION CONTROL

- A. Provide positive means of erosion control such as shallow ditches or small berms around construction to carry off surface water. Erosion control measures, such as siltation basins, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled, berms removed, and the ground surface restored to original condition.

3.02 PROTECTION OF STREAMS

- A. Care shall be taken to prevent, or reduce to a minimum, any damage to any stream from pollution by debris, sediment, or other material, or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the stream, shall not be directly returned to the stream. Such waters shall be diverted through a settling basin or filter before being directed into the streams.
- B. The CONTRACTOR shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water.
- C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the TCEQ. CONTRACTOR shall submit two copies of approved contingency plans to the ENGINEER.
- D. Water being flushed from structures or pipelines after disinfection, with a chlorine residue of 1 mg/L or greater, shall be treated with a dechlorination solution, in a method approved by the ENGINEER, prior to discharge.

3.03 PROTECTION OF LAND RESOURCES

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas shown on the Drawings.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the ENGINEER. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.

- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR'S equipment, dumping or other operations, protect such trees by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR'S equipment or operations shall be restored as nearly as possible to its original condition. The ENGINEER will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.
 - 1. All scars made on trees by equipment, construction operations, or by the removal of limbs larger than 1 in. in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.
 - 2. Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of the ENGINEER, shall be immediately removed and replaced.
- E. The locations of the CONTRACTOR'S storage, and other construction buildings, required temporarily in the performance of the work, shall be cleared portions of the job site or areas to be cleared as shown on the Drawings and shall require written approval of the ENGINEER and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for approval of the ENGINEER.
- F. If the CONTRACTOR proposes to construct temporary roads or embankments and excavations for plant and/or work areas, he/she shall submit the following for approval at least ten days prior to scheduled start of such temporary work.
 - 1. A layout of all temporary roads, excavations, and embankments to be constructed within the work area.
 - 2. Details of temporary road construction.
 - 3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
 - 4. A landscaping drawing showing the proposed restoration of the area. Removal of any trees and shrubs outside the limits of existing clearing area shall be indicated. The drawing shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the CONTRACTOR'S approved drawings shall be made only with the written approval of the ENGINEER. No unauthorized road construction, excavation or embankment construction including disposal areas will be permitted.
- G. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other

vestiges of construction as directed by the ENGINEER. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The disturbed areas shall be prepared and seeded as described in SECTION 32 92 30 - LOAMING AND HYDROSEEDING, or as approved by the ENGINEER.

- H. All debris and excess material shall be disposed of outside wetland or floodplain areas in an environmentally sound manner.

3.04 PROTECTION OF AIR QUALITY

- A. Burning. The use of burning at the project site for the disposal of refuse and debris will not be permitted, unless approved by the OWNER.
- B. Dust Control. The CONTRACTOR will be required to maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with approval from the ENGINEER.
- D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient suitable equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the ENGINEER.

3.05 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

- A. During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

3.06 NOISE CONTROL

- A. The CONTRACTOR shall make every effort to minimize noises caused by its operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal regulations.

END OF SECTION

SECTION 01 61 00
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. All materials, appliances and types of construction shall be in accordance with the Specifications and shall, further, conform to the requirements of applicable laws, ordinances, and codes.
- B. All materials and equipment shall be new, unused, and designed as specified. They shall be of standard first-grade quality, produced by expert workmen, and be intended for the use for which they are offered. Materials or equipment which are inferior or of a lower grade than indicated, specified, or required will not be accepted.
- C. The quality of workmanship and materials entering into the Work under each Section shall conform to the requirements of pertinent sections, clauses, paragraphs, and sentences, both directly and indirectly applicable thereto, of the Specifications.
- D. Equipment and appurtenances shall be designed in conformity with AWWA, NSF, ASME, AIEE, and NEMA standards and shall be of rugged construction and of sufficient strength to withstand all stresses, which may occur during fabrication, test, transportation, installation, and all conditions of operation. Protect bearings and moving parts against wear by bushings or other approved means and fully lubricate readily accessible devices. Design details for appearance as well as utility. Protruding members, joints, corners, gear covers, and the like shall be finished in appearance. Grind exposed welds smooth. Miter corners of structural shapes.

1.02 MANUFACTURER

- A. Submit names of proposed manufacturers, material men and dealers who are to furnish materials, fixtures, equipment, appliances, or other appurtenances for review as early as possible to afford proper investigation and checking. No manufacturer will be approved for materials or equipment to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity suited to the efficient production of the materials or equipment offered. He shall, upon request, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate that it will fulfill all requirements of the Project.
- B. The availability of the manufacturer's service facilities for the maintenance of equipment offered will be considered in the evaluation.
- C. All transactions with the manufacturers or subcontractors shall be through the CONTRACTOR.
- D. Any two (2) or more pieces of material or equipment of the same kind, type or classification being used for identical types of service, shall be made by the same manufacturer.

1.03 SAMPLES

- A. When required, the CONTRACTOR shall submit for approval typical samples of materials and appliances. Identify samples by tags and submit sufficiently in advance of the time when they

are to be incorporated into the work so rejections will not cause delay. A letter of transmittal, in triplicate, from the CONTRACTOR requesting approval shall accompany all such samples.

1.04 EQUIVALENT QUALITY

- A. As required in other sections for these specifications, certain equipment items and materials must be “pre-approved” prior to bid for use on this project.
- B. For those items not requiring pre-bid approval, whenever in the Contract Documents an article, material, apparatus, equipment, or process is called for by trade name of a patentee, manufacturer or dealer, or by reference to catalogue of a manufacturer or dealer, it shall be understood as intending to mean and specify the article, material, apparatus, equipment or process designated, or any approved equal in quality, finish, design, efficiency, and durability and equally serviceable for the purpose for which it is intended. Upon rejection of material or equipment submitted as the equivalent of that specifically named in the Contract, the CONTRACTOR shall proceed immediately to furnish the designated material or equipment.

1.05 DELIVERY, STORING, CARE AND PROTECTION

- A. The CONTRACTOR shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the work, so as to complete the work within the allotted time. The CONTRACTOR shall also coordinate deliveries in order to avoid delay in or impediment of the progress of the work of any related contractor. Shipment by weights shall show the weights. Under no circumstances shall equipment be delivered to the site more than one month prior to anticipated installation without written authorization from the ENGINEER.
- B. The CONTRACTOR shall be solely responsible for properly storing and providing protection of all materials, equipment and the entire work furnished under this Contract from the time such materials and equipment are delivered at the site of the work until final acceptance of the entire work. He shall at all times take necessary precautions to prevent injury or damage by water or by inclemency of weather to such materials, equipment, and work. All injury or damage to materials, equipment or work shall be corrected by the CONTRACTOR.
- C. Factory assembled parts and components shall not be disassembled for shipment unless permission is received in writing from the ENGINEER. Finished surfaces of all exposed parts shall be properly protected against adverse conditions that may prevail from time of shipment until ready for operation.
- D. All finished surfaces of all exposed flanges shall be protected by wooden blank flanges, stoutly built, and securely bolted.
- E. Finished iron and steel surfaces not painted shall be protected against rust and corrosion.
- F. After hydrostatic or other tests, all entrapped water shall be drained, and care taken to prevent the entrance of water during shipment, storage, and handling.
- G. Each box or package shall be legibly marked to show its net weight and contents.
- H. At the time of shipment, the shipping list, original bill of lading, shipping memorandum and invoice shall be mailed in triplicate to the ENGINEER. Each shipping list shall give the description and net weight of each item, and gross weight of the shipment. Shipment will not be accepted until the list has been received.

- I. Demurrage, or other charges resulting from failure to furnish these items, shall be absorbed by the CONTRACTOR.
- J. The CONTRACTOR shall make suitable provision for the handling and delivery of all equipment and material at the site.
- K. Stack materials in an approved manner for convenience in counting. Do not place materials directly on the ground.
- L. Box, crate or otherwise completely enclose and protect equipment during shipment, handling, and storage. Protect equipment from exposure to the elements and keep thoroughly dry at all times.
- M. Protect painted surfaces against impact, abrasion, discoloration, and other damage. Repaint painted surfaces which are damaged prior to acceptance of equipment in accordance with SECTION 09 96 00 – HIGH PERFORMANCE COATINGS.
- N. Protect electrical equipment, controls and insulation against moisture or water damage. Connect space heaters provided in the equipment storage areas and operate at all times until equipment is placed in service. Store pumps, motors, electrical equipment, and other equipment having antrification or sleeve bearings in weathertight buildings that are maintained at a minimum temperature of 60°F.

1.06 SPARE PARTS

- A. Spare parts shall be packed in wooden crates with the contents clearly marked on the outside of the crate. Crates shall not exceed 24 in. x 24 in. x 24 in. in dimension. Equipment shall be lubricated for long term storage per manufacturer's recommendation.

1.07 TOOLS

- A. Any special tools (including grease guns or other lubricating devices) which may be necessary for the adjustment, operation, and maintenance of any equipment shall be furnished with the respective equipment.
- B. Only one toolbox shall be provided as part of this project. The CONTRACTOR shall provide one Knack Model 4830 steel toolbox of sufficient capacity for all tools and special tools provided.

1.08 WARRANTY

- A. Unless specified otherwise, all equipment and materials furnished under this contract shall be warranted for a period of two (2) years following testing, start-up, and final acceptance by the ENGINEER and OWNER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 INSTALLATION OF EQUIPMENT

- A. The CONTRACTOR shall have on hand equipment and machinery of ample capacity to facilitate this work and to handle emergencies normally encountered in work of this character.

- B. Erect equipment on the foundations at the locations and elevations shown on the Drawings, unless otherwise directed during installation.
- C. Furnish, install, and protect necessary anchor and attachment bolts and other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be of ample size and strength for the purpose intended. Furnish templates and working drawings for installation.
- D. The CONTRACTOR shall, at his own expense, furnish all materials and labor for, and shall properly bed in cement grout as specified, each piece of equipment of its supporting base resting on masonry or concrete foundations. Grout shall completely fill the space between the equipment base and the foundation.

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Drawings and general provisions of the Contract, including General Conditions of Bidding and Supplementary Information, apply to this Section.

1.02 RELATED WORK

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Project Record Documents.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. SECTION 00 61 00 – WARRANTIES AND BONDS for warranty and bond requirements.
 - 2. Individual specification sections for specific closeout and special cleaning requirements for products of those Sections.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Address issues on the ENGINEER'S punch list that have not been completed and corrected, the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise OWNER of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting OWNER unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.

7. Advise OWNER of changeover in utilities.
 8. Submit changeover information related to OWNER'S occupancy, use, operation, and maintenance.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, ENGINEER will either proceed with inspection or notify CONTRACTOR of unfulfilled requirements. ENGINEER will prepare the Certificate of Substantial Completion after inspection or will notify CONTRACTOR of items, either on CONTRACTOR'S list or additional items identified by ENGINEER, that must be completed or corrected before certificate will be issued.
1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with the requirements of the Special Conditions.
 2. Submit copy of ENGINEER'S Substantial Completion inspection list of items to be completed or corrected (punch list). The copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct OWNER'S personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, ENGINEER will either proceed with inspection or notify CONTRACTOR of unfulfilled requirements. ENGINEER will prepare a final Certificate for Payment after inspection or will notify CONTRACTOR of construction that must be completed or corrected before certificate will be issued.
1. Request re-inspection when the work identified in previous inspections as incomplete is completed or corrected.

1.05 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for ENGINEER'S reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, of rubbish, waste material, litter, and other foreign substances.
 - b. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Leave Project clean and ready for occupancy.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on OWNER'S property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 02 55 55
WELL PLUGGING

PART 1 - GENERAL

1.01 GENERAL

- A. WATER WELL DRILLERS ON THIS PROJECT SHALL BE LICENSED BY THE STATE OF TEXAS. A state licensed well driller shall be onsite to directly supervise the well drilling Operation.
- B. The plugging of the well shall be in accordance with current Texas Commission on Environmental Quality (TCEQ) and the Edwards Aquifer Authority (EAA) requirements. No materials installed on this project shall contain more than 0.25% lead and all materials shall conform to current AWWA standards.
- C. Temporary toilet facilities are required and shall be sealed and leak proof.
- D. During periods when no work is being done on the well, such as overnight or while waiting for sealing material to set, the well and surrounding excavation, if any, shall be covered. The cover shall be sufficiently strong and well enough anchored to prevent the introduction of foreign material into the well and to protect the public from a potentially hazardous situation.

1.02 SCOPE

- A. The work in this section is for the plugging a water well that was drilled in 1995 and had a total depth of 2,478-feet. The well was completed with a 14-inch steel casing set to a depth of 1,937-feet and was pressure cemented in place from 1,937-feet back to the surface by Halliburton Energy Services. Below the bottom of the steel casing the well is a minimum 18" open hole drilled to a total depth of 2,478-feet through the Edwards aquifer limestone formation which is known for its honeycombed limestone features.
- B. The project calls for the well to be plugged either by placing neat cement grout for the full depth of casing & open hole which is 2,478-feet or if approved by the EAA by a combination of gravel fill and grout; the lower portion of the well will be filled with gravel from the bottom of the well (2,478') up to the bottom of the steel casing (1,937'), then install a hole plug and fill the remainder of the casing with grout from approximately 1,937-feet up to within 5-feet of the surface. The remaining 5-feet shall be filled with soil.

1.03 RELATED WORK

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Warranties.
 - 4. Instruction of OWNER'S personnel.

B. Related Sections include the following:

1. SECTION 00 61 00 – WARRANTIES AND BONDS.
2. SECTION 01 77 00 – CLOSEOUT PROCEDURES.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRELIMINARY WORK

A. Prior to Plugging

1. General
 - a. Aquifer wells shall be plugged in accordance with the standards in 16 TEX. ADMIN. CODE § 76.1004, and Edward's Aquifer Authority (EAA) § 713.320 as may be amended, and this specification.
2. Verify Depth
 - a. Before plugging, the licensed driller shall measure the depth and check to ensure that there are no obstructions within the well that may interfere with plugging operations.
 - b. The well shall be cleaned, so that all undesirable materials, including obstructions to filling, grouting and sealing, debris, oil from oil-lubricated pumps, or pollutants and contaminants that could interfere with well plugging are removed for disposal.

B. Geophysical & Video Logs

1. Video Log
 - a. Following the removal of all pumping equipment, pipes & debris from the well, the driller shall make a live downhole survey of the entire well with right angle lens, which can be observed live at the time of operation.
 - b. The video must be a color production and three (3) copies of the video shall be provided to the owner in digital format (USB flash drive). It shall contain footage indicator and the image shall be sufficient quality and clarity to determine the condition of the well.
 - c. The video equipment used shall be DGRT Wireline Digital Camera Model 003169 or equal.
2. Geophysical Logs
 - a. The licensed driller shall provide to the Owner & EAA a geophysical log of the entire Aquifer well before for review and approval prior to starting any plugging operation.

- b. The geophysical log shall be used to determine the condition of the well and whether protective measures in addition to those specified in this section should be mandated by the Owner & EAA to ensure the well is plugged sufficiently to protect the Aquifer.
- c. The geophysical log shall include a natural gamma ray log and caliper log. The gamma ray well log shall be presented to the Owner & EAA using a horizontal scale that spans the log data over a 5-inch linear grid on log track 4 as defined by American Petroleum Institute Recommended Practice 31A dated August 1997.
- d. Three (3) field prints of each log shall be provided to the Owner. Three (3) copies of the logs shall be provided to the owner in digital format (USB flash drive).

3.02 REVIEW BY EDWARDS AQUIFER AUTHORITY

A. EAA Review

1. General

- a. Based upon the review of the geophysical log, the EAA reserves the right to request additional well data or impose more stringent plugging standards than those specified elsewhere in this section. EAA review time is estimated to be 60 working days.
- b. If additional project costs are anticipated due to more stringent plugging standards, the Owner & Driller shall negotiate a mutual agreeable price for the changes according to the contract documents.

3.03 PLUGGING

A. PLUGGING CRITERIA

1. Disinfection

- a. Immediately prior to plugging the well the licensed driller shall disinfect the well and fill materials by using a disinfecting solution with a minimum chlorine concentration of 50 mg/l, placed in the well.
- b. The licensed driller shall place the fill material in the well after the water in the well has been disinfected.
- c. Grouts do not require disinfecting.

2. Casing Removal

- a. The licensed driller shall pull, perforate, or drill out screens, casings and liner pipes whenever practicable to assure placement of an effective seal.
- b. The driller shall pull all reasonably removable casing, and a minimum of at least the upper five (5) feet of casing, liner pipe or other materials in all wells to prevent the passage of water along the casing and entering the water-bearing strata.

- c. If it is deemed not practicable to pull the top joint of a steel casing, the steel casing joint may be cut.

B. PLUGGING METHODS

1. Full Depth Grout Method

- a. The entire well shall be plugged including the casing and shall be pressure filled with grout via a tremie line from bottom up to five feet below the land surface in accordance with the following procedures:
 - 1) For wells with no artesian flow of water:
 - a) The licensed driller shall completely fill the well from the bottom of the well through the open hole and steel casing to 5' below the ground surface, including any annular space.
 - b) The grout shall be neat cement consisting of one 94-pound bag of Portland cement mixed with six (6) gallons of potable water. The neat cement shall be placed by pumping the grout through a tremie line to the bottom of the well. (Dumping of grout is not allowed)
 - c) The grout pump and tremie line shall be capable of placing grout through the tremie when submerged in over 2,500 feet of water.
 - d) The tremie line shall be continuously raised during the cementing process as the level of the cement builds towards the surface. Maintain submergence of tremie line a minimum of 10- feet within the grout column for uniform displacement.

2. Gravel and Grout Method (if approved by EAA)

- a. This method of plugging the well requires the placement of gravel in the open hole/water bearing formation. The steel cased section of the well shall be pressure filled with grout via a tremie line from top of the gravel fill (hole plug), to five feet below the land surface in accordance with the following procedures:
 - 1) Gravel
 - a) The gravel material shall 0.5" – 1.5" well rounded rock.
 - b) All gravel shall be hard, water-worn gravel, washed clean of silt, sand, dirt, and foreign matter. All gravel shall be well-rounded, graded, and selected and shall be subject to approval by the Engineer.
 - c) Crushed gravel will not be accepted.
 - d) Sufficient samples of the proposed gravel shall be delivered to the Engineer by the Contractor at least seven (7) days prior to anticipated placement of the material in the well. The Contractor shall have a testing laboratory perform a sieve analysis to verify conformance with

the specified gradation. Failure of the sample to meet gradation requirements shall be grounds for rejection.

- e) Contractor shall provide for the disinfection of the gravel with a 50 mg/l free-chlorine strength solution of potable water during installation.
- f) Where rock aggregate fill is allowed by the Authority, the driller shall place the gravel from the bottom of the hole to a level immediately below the steel casing. (gravel dumping is not allowed).
- g) Gravel material shall be placed in intervals and by methods that prevent free fall, dilution, and/or separation of aggregate.
- h) To assure that the well is filled and there has been no jamming or "bridging" of the material, in addition to sounding the well, verification shall be made that the volume of material placed in the well installation at least equals the volume of the empty hole.

2) Hole Plug

- a) A minimum of 36 inches of hole plug (bentonite clay) shall be placed on top of the gravel fill and up no more than 5 feet into the steel casing.

3) Cement

- a) The licensed driller shall completely fill the well from the top of the hole plug to 5' below the ground surface, including the open hole and casing.
- b) The grout shall be neat cement consisting of one 94-pound bag of Portland cement mixed with 6 gallons of potable water. The neat cement shall be placed by pumping the grout through a tremie line to the bottom of the well. (Dumping of grout is not allowed)
- c) The grout pump and tremie line shall be capable of placing grout through the tremie when submerged in over 2,500 feet of water.
- d) The tremie line shall be continuously raised during the cementing process as the level of the cement builds towards the surface. Maintain submergence of tremie line a minimum of 10- feet within the grout column for uniform displacement.

3.04 SURFACE COMPLETION

A. SURFACE COMPLETION

- 1. A hole shall be excavated around the well casing to a depth of 5 feet below the ground surface and the well's steel casing shall be removed to a depth of 5 feet.
- 2. The grout material used for the upper portion of the well shall be allowed to spill over into the excavation to form a cap.

3. After the well has been properly filled, including sufficient time for sealing material in the excavation to set, the driller shall fill the "top" five (5) feet of the hole with clay or an impermeable material appropriate to the intended use of the land.

3.05 ALTERNATIVE MINIMUM STANDARDS FOR CAPPING AND PLUGGING

- A. Licensed drillers may apply to the Authority for a waiver in writing for an alternative method of plugging or capping a well. The petition should state in detail the alternative method proposed and all conditions applicable to the well that would make the alternative method preferable to those methods stated elsewhere in this section. The general manager will not approve an alternative method that is less protective of the Aquifer than the methods stated elsewhere in this section. Any person seeking a waiver from any provision of this subchapter may seek a waiver under EAA rules § 713.239.

END OF SECTION

END OF DOCUMENT