

ORDINANCE NO. 2006- 3

An ordinance authorizing the City Manager to execute a Contract for Construction of Golf Cart Pavement at Riverside Golf Course with the Victoria Park Improvement Association (VPIA), in the amount of \$0.65 per square foot for a total of approximately \$140,400~~\$123,000~~; and declaring an effective date.

The City Council finds that the Riverside Golf Course is utilized by a population that is susceptible to heart attacks, strokes, and other sudden, disabling medical events for which a rapid emergency response is critical;

The City Council finds that much of the Riverside Golf Course is in a floodplain and is wet much of the year, which would reduce the speed at which emergency responders could respond to these sudden, disabling medical events within the parts of the Riverside Golf Course that are a substantial distance from the normally traveled streets of Riverside Park;

The City Council finds that the construction of concrete pavement for golf carts, which would sustain flooding events that are common in the park, would permit more rapid response by (1) allowing persons whose ability to move has been compromised by a medical event to be rapidly transported to the edge of the golf course for pickup by emergency vehicle or (2) allowing emergency response vehicles to more rapidly traverse the golf course without getting stuck in wet or waterlogged unpaved areas;

The City Council finds that concrete golf cart pavement would enable golfers, especially elderly and disabled golfers, to avoid some injuries caused by falls, heatstroke, and animal attack by utilizing vehicles to move across the golf course quickly and safely;

The City Council finds that this acquisition is necessary to preserve and protect the public health and safety of the residents of the City of Victoria, and is exempt from the requirements for competitive bidding pursuant to Tex. Local Gov't Code § 252.022(a)(2);

The City Council finds that this acquisition is the purchase of management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits; therefore, it is exempt from the requirements for competitive bidding pursuant to Tex. Local Gov't Code § 252.022(a)(7);

The City Council finds that this acquisition is paving drainage, street widening, and other public improvements, or related matters, and at least one-third of the cost is to be paid by or through special assessments (rent) effectively levied on the property (the golf course) that will benefit from the improvements, and is exempt from the requirements for competitive bidding pursuant to Tex. Local Gov't Code § 252.022(a)(9); and

The City Council finds that:

- (1) the VPIA is a developer of land pursuant to Tex. Local Gov't Code § 212.071,
- (2) this is a developer participation contract pursuant to Subchapter C, Chapter 212 of the Texas Local Government Code,
- (3) this acquisition provides payment for oversizing of improvements required by the City (concrete golf cart street),
- (4) this acquisition involves a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212, and
- (5) the City is exempt from the requirements for competitive bidding pursuant to Tex. Local Gov't Code § 252.022(a)(11).

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VICTORIA, TEXAS:

1.

The aforementioned findings are adopted and the City Manager is authorized to execute a **Contract for Construction of Golf Cart Pavement at Riverside Golf Course** with the Victoria Park Improvement Association (VPIA), in the amount of **\$0.65 per square foot for a total of approximately \$140,400** ~~\$123,000~~, in the form attached hereto, with minor modifications to form as approved by the City Attorney.

2.

This ordinance shall become effective immediately upon adoption.

PASSED FIRST READING, this the 7TH day of MARCH, 2006.

AYES: **6**

NAYS: **0**

ABSTENTIONS: **0**

PASSED SECOND READING, this the 21ST day of MARCH, 2006.

AYES: **7**

NAYS: **0**

ABSTENTIONS: **0**

PASSED THIRD READING, this the 4TH day of APRIL, 2006.

AYES: **7**


NAYS: **0**

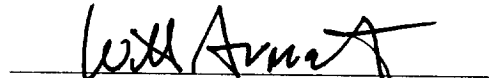
ABSTENTIONS: **0**

APPROVED AND ADOPTED, this the 4TH day of APRIL, 2006.

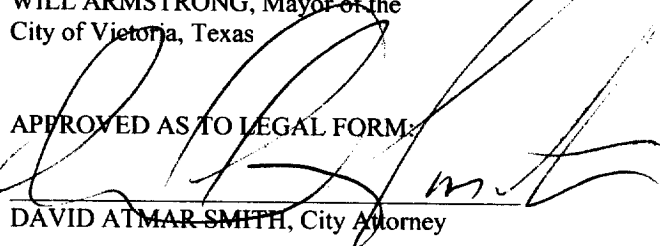


ATTEST:


SCARLET SWOBODA, City Secretary


WILL ARMSTRONG, Mayor of the
City of Victoria, Texas

APPROVED AS TO LEGAL FORM:


DAVID ATMAR SMITH, City Attorney

Distribution: Legal Department
 Public Works Department
 Finance Department

Copies Sent: MARCH 6, 2006

SPECIFICATIONS
FOR
**CONSTRUCTION OF GOLF CART
PAVEMENT AT RIVERSIDE GOLF
COURSE**



MAYOR
WILL ARMSTRONG

COUNCIL MEMBERS

BILL W. RUSSELL
SHIRLEY BUCKERT
PHILIP GUITTARD

JIM WYATT
LEWIS NEITSCH
TOM HALEPASKA

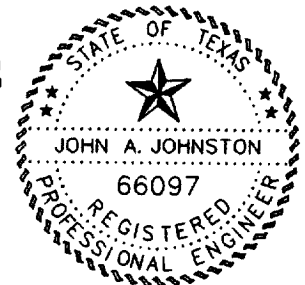
CITY MANAGER
DENNY L. ARNOLD

DIRECTOR OF PUBLIC WORKS
JOHN A. JOHNSTON, P.E.

CITY ENGINEER
KENNETH E. GILL, P.E.

PREPARED BY:
THE CITY OF VICTORIA, TEXAS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

FEBRUARY 2006



**Contract for
Construction of Golf Cart Pavement
at Riverside Golf Course**

Owner: City of Victoria, a Texas municipal corporation ("City");
P.O. Box 1758; Victoria, Tx. 77902

Engineer: The Project was designed by the City of Victoria Department of Public Works,
which will also serve as Engineer during construction of the work.

Contractor: Victoria Park Improvement Association (VPiA), a Texas nonprofit
corporation;

**Project
Description:**

Contractor shall provide all labor (including associated equipment) for the **Construction of Golf Cart Pavement at Riverside Golf Course**, which shall consist of approximately 36,000 linear feet of 6-foot wide, concrete-paved, public rights-of-way, which are designed to be used exclusively by golf carts in accordance with the **Drawings and Technical Specifications** attached hereto as **Exhibit "A"**, which are incorporated herein. The Owner will be providing the concrete and remove the old golf cart path. Failure of the Owner to provide the aforementioned items will entitle Contractor to terminate this contract without penalty; however, it shall not entitle the Contractor to seek damages from the Owner. In no event shall Owner be liable for any duty other than the obligation to pay Contractor for work that has been completed in accordance with the contract.

Contract Amount: The Owner shall pay Contractor a total of \$ 0.65 per Square Foot of **golf cart pavement** for the work described herein, which is expected to total approximately **\$140,400.00**. If the Owner terminates this contract prior to completion, the Owner shall pay Contractor for all work satisfactorily completed by Contractor prior to the effective date of termination of the contract.

Contract Time: This contract will be effective when executed and shall be effective until completion or termination. Owner may terminate this contract upon written notice to the Contractor, with or without cause, without penalty to the Owner. Any guarantees or indemnity or release obligations of this contract shall survive any termination. Accordingly, Contractor shall NOT begin performance of the contract until receiving a written Notice to Proceed from the Engineer. After receiving the Notice to Proceed, Contractor shall have **60 days** to complete the performance of this contract.

**Performance
& Payment Bonds:**

Prior to beginning work, the Contractor will provide a Performance Bond and a Payment Bond in the amount of 100% of the awarded contract sum in accordance with the conditions of the contract. The Bonds must be issued by a solvent surety company that possesses a valid certificate of authority from the United States Secretary of the Treasury, as evidenced by the list published in the Federal Register by the United States Department of the Treasury, covering the date on which the bond was executed. Bonds are to be furnished as a guarantee of the faithful performance of the work and for

protection of the claimants for labor and material. The Performance Bond shall extend for a period of one year (12 months) from the date of the Owner's Certificate of Acceptance. The bonds shall further be provided in a form that has been approved by the Owner's Attorney.

Insurance:

During the term of this contract, Contractor shall maintain the insurance shown on the certificate attached as **Exhibit "B"** in effect, and shall notify the Owner if said insurance is cancelled or reduced. Contractor shall further maintain worker's compensation insurance coverage in accordance with the following statutorily mandated provision.

Workers' Compensation Insurance Coverage:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the Owner.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to the Governmental Entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Governmental Entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the Governmental Entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the Governmental Entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the Governmental Entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. *The following paragraph shall satisfy this requirement when posted in accordance with the rules of the Texas Workers' Compensation Commission:*

Required Workers' Compensation Coverage

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling or delivering equipment or materials, or providing labor, transportation or other services related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers' Compensation Commission at (512) 440-3789 to receive information on the legal requirement for coverage or to report an employer's failure to provide coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of

coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the Governmental Entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the Governmental Entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the Governmental Entity.

L. A Waiver of Subrogation against the City of Victoria and its officers, agents, and employees shall be included.

M. If any of the Contractor's employees engaged in hazardous work on the project under this contract are not protected under the Worker's Compensation Statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

Wage Rates: The Contractor shall pay at least the wage rates for the various classes of labor employed directly on this project in accordance with U.S. Department of Labor General Wage Decision No. TX20030122, which is attached to these Contract

Documents as Exhibit "C" and incorporated herein. Intentional Failure of Contractor of pay these wage rates for workers directly employed on this project may subject the Contractor to a penalty as specified by Texas Government Code §2258.023.

Indemnity: The Contractor shall defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorneys' fees and expenses brought for any injuries to persons or damages to property in connection with the performance or attempted performance of this contract. So much of the money due the Contractor under this Contract as shall be considered necessary by the City may be retained for the use of the City until all suits, actions, and claims shall have been settled and satisfactory evidence to that effect furnished the City. The Contractor expressly agrees to defend, indemnify and hold harmless the City and the City's officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts, or omissions, including negligence, of the City or its officers, agents or employees or any condition of any property owned or controlled by the City.

Damage to City Property:

The Contractor shall protect all City property and shall repair or replace any damaged facilities at no cost to the City. The Contractor shall further avoid interfering with or damaging utilities owned by any third parties.

Cleanup:

The Contractor shall at all times keep the site and structures, facilities or improvements thereon free from accumulations of waste material, debris or rubbish caused by its employees or the employees of subcontractors. At the completion of the Project and before final acceptance and final payment, the Contractor shall remove from the site all tools, scaffolding, surplus materials, temporary structures and debris and shall leave the site and the work "broom-clean" or its equivalent unless otherwise noted on the Drawings or specified herein.

Protection of Adjoining Property:

The Contractor shall take proper means to protect adjacent properties in any way encountered which might be injured or seriously affected by any process of construction to be undertaken under this Contract. The Contractor shall indemnify, hold harmless and defend the Owner and the City from and against any and all claims for such damage on account of his failure to fully protect all adjoining property.

Protection against Claims of Subcontractors:

The Contractor agrees that it will not include any terms in its contracts with subcontractors that are in derogation of its obligations in this Contract. The Contractor will include in its contracts with subcontractors a stipulation that no lien may be filed in connection with the Project, but rather that the Contractor and the Surety on the Payment Bond must be jointly notified of any past due claims against the Contractor. The Contractor further agrees that it will make prompt payments to all subcontractors in connection with this Contract. Prior to making request for Final Payment, the Contractor shall furnish an affidavit that all obligations of this nature have been fully paid. If the Contractor fails to do so, then the Owner may at its option pay directly any unpaid bills, of which the Owner has written notice, or may refuse to make any further payments to the Contractor. In no event, however, shall the provisions of this section be construed to impose any obligation upon the Owner by either the Contractor or the Surety on the Payment Bond.

Protection against Patent Claims:

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The Contractor shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the Owner harmless from any loss on account thereof, except that the Owner shall defend all such suits and claims, and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then the Contractor shall indemnify and save the Owner harmless from any loss on account thereof. If the material or process specified or required by the Owner is claimed to be an infringement, the Contractor shall be responsible for any such claims unless it promptly notifies the Owner of any such claims.

Laws & Ordinances:

The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the Contract or the Project, and shall hold harmless, defend and indemnify the Owner and the City against any claims arising from the violation of any such laws, ordinances and regulations, whether by the Contractor or its employees, except where the violations are called for by the provisions of the Contract Documents. The Contractor shall be required to obtain all permits required by the Victoria City Code for the prosecution of this work.

Assignment: The Contractor will retain control and will give full attention to the fulfillment of this Contract, and it will not assign by Power-of-Attorney or otherwise, or sublet this Contract, without the written consent of the Owner, and no part or feature of the Project will be sublet to anyone objectionable to the Owner. The Contractor agrees that the subletting of any portion or feature of the Project or materials required in the performance of this Contract shall not relieve the Contractor from its full obligations to the Owner as provided by this Contract.

Using Completed Parts of Work:

The Owner may take possession of and use any completed or partially completed portions of the Project, even though the time for completing the portions has not expired. This possession and use shall not be deemed an acceptance of any work not constructed in accordance with the Contractor Documents.

Partial Payments:

On or before the 5th day of each month, the Engineer shall prepare a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month. The Owner shall then pay the Contractor on or before the last day of the current month the total amount of the Engineer's statement, less 5% of the amount thereof, which percent shall be retained until final payment and, further, less the sum of all previous payments, and all further sums that may be retained by the Owner under the terms of this Contract. Owner's failure to make said statement shall not waive the right Owner may have under the terms of the Contract Documents or state law to withhold any sums otherwise payable hereunder.

Final Payment:

Upon the issuance of the Certificate of Completion, the Owner shall make final measurements and provide to the Owner a final statement of the value of all work performed and materials furnished under the terms of the Contract, and the Contractor shall submit an "Affidavit of All Bills Paid" that all subcontractors, material suppliers, laborers, accountants and claimants have been fully paid. Within 10 days of the Owner's receipt of the Owner's Certificate of Completion and the Contractor's affidavit, the Owner shall issue a Certificate of Acceptance to the Contractor. The Owner shall make final payment to the Contractor of the balance due on or after the 30th day, and before the 35th day, after the date of the Certificate of Acceptance, provided the Contractor has fully performed its obligations under the terms of this Contract. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the Contractor of the requirement to fulfill all of its maintenance and warranty obligations. Contractor's acceptance of payment pursuant to this contract that is designated as "final payment" shall release Owner from any and all claims of Contractor against Owner with respect to any work performed pursuant to this contract.

Payments Withheld:

The Owner may withhold or nullify the whole or part of any payment request on the basis of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors.
- d. Damage to another contractor.

When the grounds for withholding payment are removed to the satisfaction of the Owner, payment less 5% retainage shall be made for amounts withheld because of them.

Guarantee:

The Contractor warrants that all the work under the Contract will be free from faulty materials in every particular, and free from improper workmanship, except from proper and usual wear, and agrees to replace or to re-execute without cost to the Owner or City all work found to be improper or imperfect, and to make good all damage caused to the other work or materials due to such required replacement or re-execution. This warranty shall cover a period of one year from the date of issuance of the Owners Certificate of Acceptance, and shall add to and not diminish any other warranties issued on the equipment and/or services. Neither the Certificate of Acceptance, nor final payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the warranty.

Testing completed work:

When a portion of the work has been completed in accordance with these Specifications and requires testing, the Contractor shall notify the Owner so that tests of the completed work may be made. It shall be the Contractor's responsibility to give such notification sufficiently in advance of other work so as to prevent delays in the work. No claims for additional payment will be allowed because of delays caused by testing.

All tests, made by a commercial laboratory designated by the Owner, shall be paid for by the Owner provided such tests show compliance with the requirements of the Drawings and these Specifications. Any materials failing to meet the requirements of the Drawings and Specifications shall be reworked as necessary until the minimum requirements are met.

Utilities for Construction:

All utilities for construction shall be secured and paid for by the Contractor.

Exemption from Competitive Bidding Requirement:

This acquisition is necessary to preserve and protect the public health and safety of the residents of the City of Victoria, and is exempt from the requirements for competitive bidding pursuant to Tex. Local Gov't Code § 252.002(a)(2).

This acquisition is the purchase of management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits; therefore, it is exempt from the requirements for competitive bidding pursuant to Tex. Local Gov't Code § 252.022(a)(7);

This acquisition is paving drainage, street widening, and other public improvements, or related matters, and at least one-third of the cost is to be paid by or through special assessments (rent) effectively levied on the property (the golf course) that will benefit from the improvements, and is exempt from the requirements for competitive bidding pursuant to Tex. Local Gov't Code § 252.022(a)(9);

The Contractor agrees:

- (1) the Contractor is a developer of land pursuant to Tex. Local Gov't Code § 212.071,
- (2) this is a developer participation contract pursuant to Subchapter C, Chapter 212 of the Texas Local Government Code,
- (3) this acquisition provides payment for oversizing of improvements required by the Owner (concrete golf cart pavement), and
- (4) this acquisition involves a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212,
- (5) the Owner is exempt from the requirements for competitive bidding pursuant to Tex. Local Gov't Code § 252.022(a)(11),

(6) all of the Contractor's books and other records related to this project shall be available for inspection by the Owner for a period of at least three years following completion of this project.

Executed on this, the _____ day of _____, 2006.

City of Victoria

Contractor:
Victoria Park Improvement Association

Denny L. Arnold, City Manager

(seal)

ATTEST:

ATTEST:

Scarlet Swoboda, City Secretary

APPROVED AS TO LEGAL FORM:

David A. Smith, City Attorney

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Joints for concrete driveways, sidewalks, medians, curbs, and curb and gutter.
- B. Saw-cutting existing concrete or asphalt pavements for new joints.

1.02 UNIT PRICES

- A. No separate payment will be made for concrete joints under this Section.
- B. Refer to Section 01025 - Measurement and Payment for unit price procedures.

1.03 SUBMITTALS

- A. Submit product data and samples in accordance with requirements of Section 01300 - Submittals.
- B. Submit product data for joint sealing compound and proposed sealing equipment for approval.
- C. Submit product data sheets for dowel cup, metal supports, and deformed metal strip for approval.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Board Expansion Joint Material: Filler board of selected stock. Use wood of density and type as follows:
 - 1. Clear, all-heart cypress weighing no more than 40 pounds per cubic foot, after being oven dried to constant weight.
 - 2. Clear, all-heart redwood weighing no more than 30 pounds per cubic foot, after being oven dried to constant weight.
 - 3. Use wood only when part of a load transmission device assembly.
- B. Preformed Expansion Joint Material: Bituminous fiber and bituminous mastic composition material conforming to ASTM D994 and ASTM D1751.
- C. Joint Sealing Compound:
 - 1. Hot poured rubber-asphalt compound meeting the requirements of ASTM D3405.
 - 2. When indicated on Drawings, self-leveling Low Modulus Silicone sealant single component meeting the requirements of TxDOT Specification 433.2, Class 5.
- D. Load Transmission Devices:
 - 1. Smooth, steel dowel bars conforming to ASTM A615, Grade 60. When indicated on Drawings, encase one end of dowel bar in approved cap having inside diameter 1/16 inch greater than diameter of dowel bar.
 - 2. Deformed steel tie bars conforming to ASTM A615, Grade 60.
- E. Metal Supports for Reinforcing Steel and Joint Assembly: Employ metal supports of approved shape and size that will secure reinforcing steel and joint assembly in correct position during placing and finishing of concrete. Space supports as directed by the Engineer.

PART 3 EXECUTION

3.01 PLACEMENT

- A. When new work is adjacent to existing concrete, place joints at same location as existing joints in adjacent pavement.
- B. If the limit of removal of existing concrete or asphaltic pavement does not fall on existing joint, saw cut existing pavement minimum of 1-1/2 inches deep to provide straight, smooth joint surface without chipping, spalling or cracks.

3.02 CONSTRUCTION JOINTS

- A. Place transverse construction joint wherever concrete placement must be stopped for more than 30 minutes.

3.03 EXPANSION JOINTS

- A. Place 3/4-inch expansion joints at locations shown on Drawings. Use no boards shorter than 6 feet. Secure pieces to form straight joint. Shape board filler accurately to cross section of concrete slab. Use load transmission devices of type and size shown on Drawings. Seal with joint sealing compound.

3.04 CONTRACTION JOINTS

- A. Place contraction joints at same locations as in adjacent pavement or at spaces indicated on Drawings. Seal groove with joint sealing compound.

3.05 SAWED JOINTS

- A. Contractor may use sawed joints as an alternate to contraction joints. Circular cutter shall be capable of cutting straight-line groove minimum of 1/2 inch wide. Depth shall be one quarter of pavement thickness. Commence sawing as soon as concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing and prior to initiation of cracks. Once sawing has commenced, it shall be continued until completed. Make saw cut with one pass. Complete sawing within 24 hours of concrete placement. Saw joints at required spacing consecutively in sequence of concrete placement.
- B. Concrete Saw: Provide sawing equipment adequate in power to complete sawing to required dimensions and within required time. Provide at least one standby saw in good working order. Maintain an ample supply of saw blades at work site at all times during sawing operations. Sawing equipment shall be on job at all times during concrete placement.

3.06 JOINTS FOR CURB AND GUTTER

- A. Place 3/4-inch preformed expansion joints through curb and gutters at locations of expansion and contraction joints in pavement; at end of radius returns at street intersections and driveways; and at curb inlets. Maximum spacing shall be 60-foot centers.

3.07 JOINTS FOR CONCRETE SIDEWALKS

- A. Provide 3/4-inch expansion joints conforming to ASTM A1751 along and across sidewalk at back of curbs, at intersections with driveways, steps, and walls; and across walk at intervals not to exceed 40 feet. Provide expansion joint material conforming to ASTM D994 for small radius curves and around fire hydrants and utility poles. Extend the expansion joint material full depth of the slab. Reinforcing bars shall extend 10 inches beyond the expansion joint and

then shall be wrapped with building paper, or approved sleeves, so that the 10 inches shall not be bonded to the concrete.

3.08 JOINTS FOR CONCRETE DRIVEWAYS

- A. Provide 3/4-inch expansion joints conforming to ASTM D1751 across driveway in line with right-of-way line, at existing concrete driveways, and along intersections with sidewalks and other structures. Extend expansion joint material full depth of slab. Where dowels are used, wrap or sleeve one end.

3.09 JOINT SEALING

- A. Seal joints only when surface and joints are dry, ambient temperature is above 50 degrees F and less than 85 degrees F, and weather is not foggy or rainy.
- B. Joint sealing equipment shall be in first-class working condition, and be approved by the Engineer and City Engineer. Use concrete grooving machine or power-operated wire brush and other equipment such as plow, brooms, brushes, blowers or hydro or abrasive cleaning as required to produce satisfactory joints.
- C. Clean joints of loose scale, dirt, dust and curing compound. Term joint includes wide joint spaces, expansion joints, dummy groove joints or cracks, either preformed or natural. Remove loose material from concrete surfaces adjacent to joints.
- D. Fill joints neatly with joint sealer to depth shown. Pour sufficient joint sealer into joints so that, upon completion, surface of sealer within joint will be 1/4 inch below level of adjacent surface or at elevation as directed.

3.10 PROTECTION

- A. Maintain joints in good condition until completion of Work.
- B. Replace damaged joint material with new material as required by this Section.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Curing of portland cement concrete paving.

1.02 UNIT PRICES

- A. No separate payment will be made for concrete curing under this Section.

1.03 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittals.
- B. Submit manufacturer's product data for cover materials and liquid membrane-forming compounds

PART 2 PRODUCTS

2.01 COVER MATERIALS FOR CURING

- A. Curing materials shall conform to one of following:
 1. Polyethylene Film: Opaque pigmented white film conforming to requirements of ASTM C171.
 2. Waterproofed Paper: Paper conforming to requirements of ASTM C171.
 3. Cotton Mats: Single layer of cotton filler completely enclosed in cover of cotton cloth. Mats shall contain not less than 3/4 of a pound of uniformly distributed cotton filler per square yard of mat. Cotton cloth used for covering materials shall weigh not less than 6 ounces per square yard. Mats shall be stitched so that mat will contact surface of pavement at all points when saturated with water.

2.02 LIQUID MEMBRANE-FORMING COMPOUNDS

- A. Liquid membrane-forming compounds shall conform to ASTM C309. Membrane shall restrict loss of water to not more than 0.55 kg/m² of surface in 72 hours.

PART 3 EXECUTION

3.01 GENERAL

- A. Concrete pavement shall be cured by protecting it against loss of moisture for period of not less than 72 hours immediately upon completion of finishing operations. Do not use membrane curing for concrete pavement to be overlaid by asphaltic concrete.
- B. Where curing requires use of water, curing shall have prior right to all water supply or supplies. Failure to provide sufficient cover material shall be cause for immediate suspension of concreting operations.

3.02 POLYETHYLENE FILM CURING

- A. Immediately after finishing surface, and after concrete has taken its initial set, apply water in the form of a fine spray. Cover surface with polyethylene film so film will remain in intimate contact with surface during specified curing period.

SECTION 02525

CITY OF VICTORIA
STANDARD SPECIFICATIONS

CONCRETE PAVEMENT CURING

- B. Cover entire surface and both edges of pavement slab. Joints in film sheets shall overlap minimum of 12 inches. Immediately repair tears or holes occurring during curing period by placing acceptable moisture-proof patches or by replacing.

3.03 WATERPROOFED PAPER CURING

- A. Immediately after finishing surface, and after concrete has taken its initial set, apply water in form of fine spray. Cover surface with waterproofed paper so paper will remain in intimate contact with surface during specified curing period.
- B. Prepare waterproofed paper to form blankets of sufficient width to cover entire surface and both edges of pavement slab, and not be more than 60 feet in length. Joints in blankets caused by joining paper sheets shall lap not less than 5 inches and shall be securely sealed with asphalt cement having melting point of approximately 180 degrees F. Place blankets to secure an overlap of at least 12 inches. Tears or holes appearing in paper during curing period shall be immediately repaired by cementing patches over defects.

3.04 COTTON MAT CURING

- A. Immediately after finishing surface, and after concrete has taken its initial set, completely cover surface with cotton mats, thoroughly saturated before application, in such manner that they will contact surface of pavement equally at all points.
- B. Mats shall remain on pavement for specified curing period. Keep mats saturated so that, when lightly compressed, water will drip freely from them. Keep banked earth or cotton mat covering edges saturated.

3.05 LIQUID MEMBRANE-FORMING COMPOUNDS

- A. Immediately after finishing surface, and after concrete has taken its initial set, apply liquid membrane-forming compound in accordance with manufacturer's instructions.

END OF SECTION

SECTION 02530

CITY OF VICTORIA
STANDARD SPECIFICATIONS

CONCRETE SIDEWALKS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Reinforced concrete sidewalks.

1.02 UNIT PRICES

- A. Measurement for concrete sidewalks is on square foot basis.
- B. Refer to Section 01025 - Measurement and Payment for unit price procedures.

1.03 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittals.
- B. Submit proposed mix design and test data for each type and strength of concrete in Work. Include proportions and actual flexural strength obtained from design mixes at required test ages.
- C. Submit manufacturer's certificates giving properties of reinforcing steel. Provide specimens for testing when required by the Engineer or City Engineer.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete: Class 'A' in accordance with Section 03305.
- B. Reinforcing Steel: Conform to material requirements for reinforcing steel of Section 02521.
- C. Preformed Expansion Joint Material: Conform to material requirements for preformed expansion joint material of Section 02523.
- D. Joint Sealing Compound: Conform to material requirements of Section 02523.
- E. Sand Bed: Conform to material requirements for bank run sand of Section 02229.

PART 3 EXECUTION

3.01 REPLACEMENT

- A. Replace sidewalks which are removed or damaged during construction with sidewalk of thickness and width equivalent to one removed or damaged.
- B. Provide replaced and new sidewalks with wheelchair ramps if sidewalk intersects curb at street or driveway intersection.

3.02 PREPARATION

- A. Identify and protect utilities which are to remain.
- B. Protect living trees, other plant growth, and features designated to remain.

SECTION 02530

CITY OF VICTORIA
STANDARD SPECIFICATIONS

CONCRETE SIDEWALKS

- C. Excavate subgrade 6 inches beyond outside lines of sidewalk. Shape to the line, grade and cross section. Compact subgrade to minimum of 90 percent maximum dry density at optimum to 3 percent above optimum moisture content, as determined by ASTM D698.

3.03 PLACEMENT

- A. Forms: Straight, unwarped wood or metal forms with nominal 4-inch depth. Securely stake forms to line and grade, and maintain in true position during concrete placement.
- B. Reinforcement: Install reinforcing steel bars spaced in accordance with Drawing detail. Support reinforcement in manner to maintain reinforcement in center of slab vertically during placement.
- C. Expansion Joints: Install expansion joints in accordance with Section 02523.
- D. Place concrete in forms to specified depth and tamp thoroughly with "jitterbug" tamp, or other acceptable method. Bring mortar to surface.
- E. Strike off to smooth finish with wood strike board. Finish smoothly with wood hand float. Brush across sidewalk lightly with fine-haired brush.
- F. Unless otherwise indicated on Drawings, mark off joints 3/8 inch deep, at spacing equal to width of walk. Use joint tool equal in width to edging tool.
- G. Finish edges with tool having 1/4-inch radius.
- H. After concrete has set sufficiently, refill space along sides of sidewalk to top of walk with suitable material. Tamp unit firm and solid. Dispose of excess material in accordance with Section 01564.

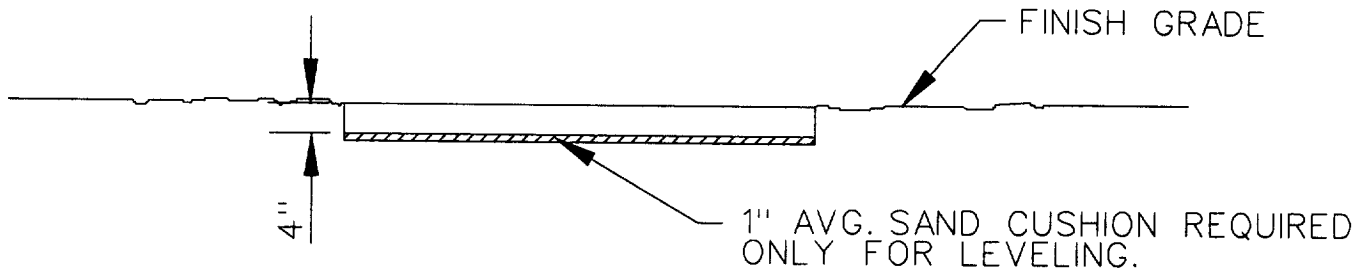
3.04 CURING

- A. Conform to requirements of Section 02525.

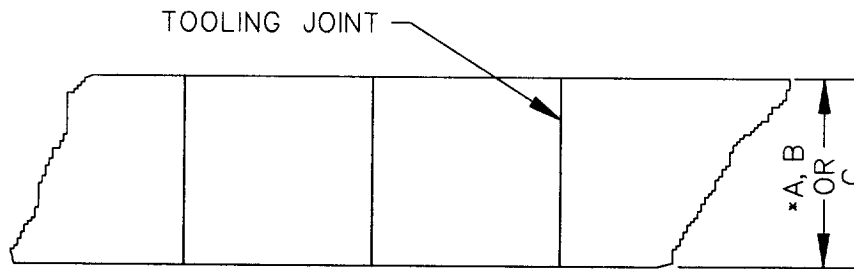
3.05 PROTECTION

- A. Maintain sidewalks in good condition until completion of Work.
- B. Replace damaged sidewalks in accordance with Paragraph 3.01 in this Section.

END OF SECTION



MACRO FIBER REINFORCED CONCRETE
TYPICAL SECTION



TYPICAL MARKING

- *A= 4'-0" SPACING OF TOOLING JOINTS WITH A 4'-0" WIDTH.
- B= 5'-0" SPACING OF TOOLING JOINTS WITH A 5'-0" WIDTH.
- C= 6'-0" SPACING OF TOOLING JOINTS WITH A 6'-0" WIDTH.

ALL TOOLED JOINTS SHALL BE CUT 1" DEEP, FOLLOWED BY GROOVING TOOL. 1/2" REDWOOD EXPANSION JOINT MATERIAL SHALL BE PLACED WHERE NEW WORK ABUTS OLD OR NEW WORK IS ADJACENT TO OTHER CONCRETE WORK, WALL, FOUNDATIONS, CURBS, ETC... MAXIMUM SPACING OF TRANSVERSE EXPANSION JOINTS SHALL BE 60'-0".

GENERAL NOTES:

1. CONCRETE STRENGTH SHALL BE A MINIMUM OF 3000 P.S.I. AT 28 DAYS.
2. EXPANSION JOINTS SHALL BE 1/2" REDWOOD EXPANSION JOINT OR EQUAL FOR FULL DEPTH OF SIDEWALK AND SHALL INCLUDE GREASED 24" SMOOTH #5 DOWEL STEEL BARS WITH CAPS.



SIDEWALK DETAIL

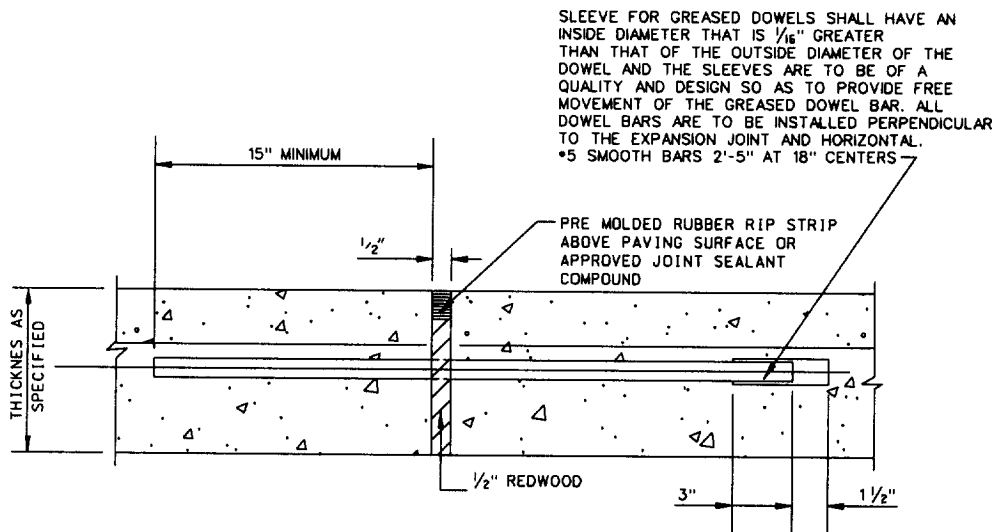
STANDARD CONSTRUCTION DETAILS

SHEET 1 OF 1

DATE: 2/06

SHEET:

EXHIBIT "A"



EXPANSION JOINT TYPE "A"



EXPANSION JOINT
 DETAILS

SHEET 1 OF 1

STANDARD CONSTRUCTION DETAILS

DATE: 2/06

SHEET:

Exhibit "C"

GENERAL DECISION: TX20030122 02/25/2005 TX122

Date: February 25, 2005

General Decision Number: TX20030122 02/25/2005

State: Texas

Construction Types: Heavy and Highway
Counties in Texas.

Counties: Nueces, San Patricio and Victoria

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date 0 01/28/2005 1 02/18/2005 2
02/25/2005

SUTX2005-007 11/09/2004

	Rates	Fringes
Asphalt Distributor Operator..	\$ 12.42	0.00
Asphalt paving machine operator	\$ 11.57	0.00
Asphalt Raker.....	\$ 9.36	0.00
Bulldozer operator.....	\$ 10.90	0.00
Carpenter.....	\$ 10.71	0.00
Concrete Finisher, Paving.....	\$ 12.18	0.00
Concrete Finisher, Structures.	\$ 11.16	0.00
Concrete Rubber.....	\$ 10.50	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 12.55	0.00
Flagger.....	\$ 7.17	0.00
Form Builder/Setter, Structures	\$ 11.47	0.00
Form Setter, Paving & Curb.....	\$ 9.65	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 15.32	0.00
Front End Loader Operator.....	\$ 10.05	0.00
Laborer, common.....	\$ 8.35	0.00
Laborer, Utility.....	\$ 9.09	0.00
Mechanic.....	\$ 13.17	0.00
Motor Grader Operator, Fine Grade.....	\$ 13.78	0.00
Motor Grader Operator, Rough...	\$ 15.00	0.00
Pipelayer.....	\$ 9.00	0.00
Roller Operator, Pneumatic, Self-Propelled.....	\$ 8.57	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 8.57	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 9.49	0.00
Scraper Operator.....	\$ 9.67	0.00
Servicer.....	\$ 10.75	0.00
Structural Steel Worker.....	\$ 14.00	0.00
Truck driver, lowboy-Float.....	\$ 14.15	0.00
Truck driver, Single Axle, Heavy.....	\$ 11.39	0.00
Truck driver, Single Axle, Light.....	\$ 9.00	0.00
Truck Driver, Tandem Axle, Semi-Trailer.....	\$ 9.39	0.00

Welder.....	\$ 18.00	0.00
Work Zone Barricade Servicer..	\$ 8.97	0.00

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

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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, D. C. 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, D. C. 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, D. C. 20210

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

END OF GENERAL DECISION