

BID TABULATION #16-068 -2016 MISC. COLLECTION LINE REHAB - DUE DATE 09/29/16



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	Texas Pride Utilities LLC	Cruz Tec. Inc.	Horseshoe Construction Inc.	T Construction, LLC	IPR South Central LLC
# of Copies	Y	Y	Y	Y	Y
Certification from bid package (Y/N)	Y	Y	Y	Y	Y
Acknowledged Addendum #1 (Y/N)	Y	Y	Y	Y	Y
Felony Conviction Notification (Y/N)	Y	Y	Y	Y	Y
5% Bid Bond (Y/N)	Y	Y	Y	Y	Y
References (Y/N)	Y	Y	Y	Y	Y

**GENERAL CONSTRUCTION ITEMS**

ITEM	QTY	UNIT	DESCRIPTION	Unit Price	TOTAL								
1	1	LS	Mobilization, Construction Staking, and Project Overhead	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$25,450.00	\$25,450.00	\$7,432.00	\$7,432.00
2	1	LS	Traffic Control, complete and in place	\$100.00	\$100.00	\$5,600.00	\$5,600.00	\$5,000.00	\$5,000.00	\$9,300.00	\$9,300.00	\$435.00	\$435.00
3	1	LS	(SWPPP), Erosion Control, and Site Restoration, including but not limited to silt fencing, inlet protection, protecting trees, surface restoration, replacing all landscape items, mailboxes, signs, private pavements, etc., removed or damaged by construction, complete in place.	\$8,000.00	\$8,000.00	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00	\$1,050.00	\$1,050.00	\$71,250.00	\$71,250.00
4	100	SY	Furnish & Install public concrete pavement repair/replacement, removed or damaged by construction, complete and in place, and only with prior approval of City's Project Manager.	\$65.00	\$6,500.00	\$69.00	\$6,900.00	\$75.00	\$7,500.00	\$80.00	\$8,000.00	\$88.00	\$8,800.00
5	100	SY	Furnish & Install public pavement repair/replacement, removed or damaged by construction, complete and in place, and only with prior approval of City's Project Manager.	\$35.00	\$3,500.00	\$65.00	\$6,500.00	\$75.00	\$7,500.00	\$51.00	\$5,100.00	\$66.00	\$6,600.00
<b>GENERAL CONSTRUCTION ITEMS SUBTOTAL:</b>				<b>\$28,100.00</b>		<b>\$40,250.00</b>		<b>\$37,500.00</b>		<b>\$48,900.00</b>		<b>\$94,517.00</b>	

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				Texas Pride Utilities LLC	Cruz Tec. Inc.	Horseshoe Construction Inc.	T Construction, LLC	IPR South Central LLC					
<b>SANITARY SEWER IMPROVEMENT ITEMS</b>													
6	15,300	LF	Furnish & Install 6" HDPE SDR 17 Sanitary Sewer Line, via Pipe Bursting of existing 6" Pipe, complete and in place	\$26.50	\$405,450.00	\$24.50	\$374,850.00	\$26.00	\$397,800.00	\$28.00	\$428,400.00	\$32.53	\$497,709.00
7	2,000	LF	Furnish & Install 8" HDPE SDR 17 Sanitary Sewer Line, via Pipe Bursting of existing 8" Pipe, complete and in place	\$30.00	\$60,000.00	\$27.00	\$54,000.00	\$28.00	\$56,000.00	\$31.00	\$62,000.00	\$35.64	\$71,280.00
8	500	LF	Furnish & Install 6" PVC (ASTM D3034, SDR 26) Sanitary Sewer Line, via Open-cut with Non-Structural Backfill, complete and in place	\$34.00	\$17,000.00	\$24.00	\$12,000.00	\$50.00	\$25,000.00	\$67.00	\$33,500.00	\$41.36	\$20,680.00
9	500	LF	Furnish & Install 8" PVC (ASTM D3034, SDR 26) Sanitary Sewer Line, via Open-cut with Non-Structural Backfill, complete and in place	\$38.00	\$19,000.00	\$25.00	\$12,500.00	\$50.00	\$25,000.00	\$73.00	\$36,500.00	\$44.96	\$22,480.00
10	15	EA	Furnish & Install 4' Standard Sanitary Sewer Manhole (6'-8' Depth), Include Tie Into Existing & Proposed Sanitary Sewer Line(s), Bedding, Backfill, & Testing, complete and in place	\$2,700.00	\$40,500.00	\$3,800.00	\$57,000.00	\$3,000.00	\$45,000.00	\$4,310.00	\$64,650.00	\$2,188.00	\$32,820.00
11	30	VF	Furnish & Install Standard Sanitary Sewer Manhole additional vertical depth, Include Tie Into Existing & Proposed Sanitary Sewer Line(s), Bedding, Backfill, & Testing, complete and in place	\$400.00	\$12,000.00	\$120.00	\$3,600.00	\$250.00	\$7,500.00	\$300.00	\$9,000.00	\$247.00	\$7,410.00
12	2	EA	Furnish & Install Over-flow Piping reconnects on sheet C5 & C16, as shown, complete and in place.	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$1,170.00	\$2,340.00	\$508.00	\$1,016.00
13	340	EA	Furnish all labor and equipment for the reinstatement of existing sewer lateral connection of pipe bursting sewer rehabilitated lines using Romac CB Saddles, complete and in place.	\$400.00	\$136,000.00	\$520.00	\$176,800.00	\$450.00	\$153,000.00	\$542.00	\$184,280.00	\$231.00	\$78,540.00
14	15	EA	Demo, Remove & Dispose of Offsite, existing sanitary sewer manhole, all sizes, as shown, complete and in place	\$800.00	\$12,000.00	\$700.00	\$10,500.00	\$250.00	\$3,750.00	\$716.00	\$10,740.00	\$456.00	\$6,840.00
15	17,300	LF	Furnish all labor and equipment to clean and CCTV existing sanitary sewer lines prior to pipe rehabilitation, complete and in place.	\$1.30	\$22,490.00	\$2.00	\$34,600.00	\$2.75	\$47,575.00	\$2.70	\$46,710.00	\$2.33	\$40,309.00
16	17,300	LF	Furnish all labor and equipment to clean and CCTV new sanitary sewer lines after pipe rehabilitation has been completed, complete and in place.	\$0.75	\$12,975.00	\$1.25	\$21,625.00	\$1.60	\$27,680.00	\$1.50	\$25,950.00	\$1.67	\$28,891.00

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				Texas Pride Utilities LLC		Cruz Tec. Inc.		Horseshoe Construction Inc.		T Construction, LLC		IPR South Central LLC	
17	750	LF	Furnish and install point repairs, where required, such as dropped joints, intruding service connections, collapsed pipe, or any other obstructions prior to the pipe bursting, complete and in place.	\$10.00	\$7,500.00	\$20.00	\$15,000.00	\$1.00	\$750.00	\$1.00	\$750.00	\$28.52	\$21,390.00
18	750	LF	Furnish and install sag corrections, where required, prior to the pipe bursting, complete and in place.	\$30.00	\$22,500.00	\$20.00	\$15,000.00	\$3.00	\$2,250.00	\$15.00	\$11,250.00	\$38.03	\$28,522.50
19	1	LS	Trench Safety, complete and in place	\$1.00	\$1.00	\$4,800.00	\$4,800.00	\$5,000.00	\$5,000.00	\$1,260.00	\$1,260.00	\$16.81	\$16.81
<b>SANITARY SEWER IMPROVEMENT ITEMS SUBTOTAL:</b>				\$769,816.00		\$793,275.00		\$799,305.00		\$917,330.00		\$857,904.31	
<b>GENERAL CONSTRUCTION ITEMS SUBTOTAL:</b>				\$28,100.00		\$40,250.00		\$37,500.00		\$48,900.00		\$94,517.00	
<b>TOTAL BID (GENERAL + SANITARY SEWER):</b>				\$797,916.00		\$833,525.00		\$836,805.00		\$966,230.00		\$952,421.31	
<b>NUMBER OF WORKING DAYS:</b>				175		175		175		175		175	

T Construction mis-calculated the General Construction Total, total above is the corrected total. Item 14 Mis-calculated extended total, total above is the correct total. Texas Pride Utilities Item 13 mis-calculated as \$13,600.00, total above is the correct total.

# 2016 MISCELLANEOUS SEWER COLLECTION LINE REHABILITATION

PROJECT NO. D41517

MAYOR:  
Jason P. Bienski

CITY COUNCIL:  
Al Saenz  
Rafael Peña III  
Greg Owens  
Mike Southerland  
Art Hughes  
Buppy Simak

CITY MANAGER:  
Kean Register

PUBLIC WORKS DIRECTOR:  
Jayson Barfknecht, PhD., PE

CITY ENGINEER:  
W. Paul Kaspar, PE-CFM



OWNER:



**CITY OF BRYAN**  
*The Good Life, Texas Style.™*

PO Box 1000  
Bryan, Texas 77805  
979-209-5030

ENGINEER:



Firm # 9951  
PO Box 5192  
Bryan, Texas 77805  
979-739-0567



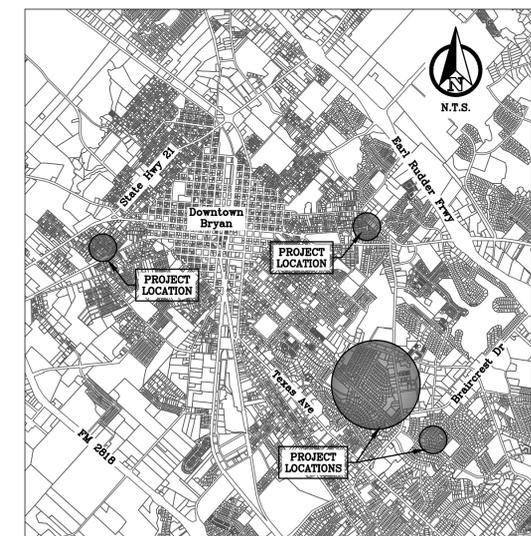
The seal on this document was authorized by Glenn Jones #97600 on this date, Sep 7, 2016. Alteration of a sealed document with out proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

RELEASED FOR  
CONSTRUCTION

September 2016

Sheet List Table

Sheet Number	Sheet Title
C1	Notes
C2	Project Overview
C3	Garden Lane
C4	Skrivanek Drive
C5	Carter Creek Parkway
C6	Esther Boulevard
C7	Esther Boulevard
C8	Avon Street
C9	Devonshire & Oxford Street
C10	Kent Street
C12	Bristol Street
C13	Ruskin Drive
C14	Dona Drive
C15	Carter Creek Parkway
C16	Barak Lane & Broadmoor Drive
C17	Freeman Avenue
C18	Graham Drive
Figure S1	Sewer Details
Figure S2	Sewer Details



**General Notes:**

- Contractor shall visit the construction project site and familiarize themselves with the existing conditions such as traffic, demolition work, proposed and existing utilities, existing pavement and drainage at the site prior to bidding.
- Contractor to determine all quantities of work prior to bidding necessary to provide a complete and approved project to the city.
- In the absence of specific requirements for any of the work for this project, the Contractor shall coordinate with the City of Bryan's Project Manager for direction. The Contractor is not to proceed with any work without proper authorization of the Project Manager. Proceeding with unauthorized work shall be at the Contractor's risk.
- Construction shall be in accordance with the rules and regulations of the City of Bryan, the City of Bryan/College Station Unified Standard Specifications and Details (Current Edition) for water, sewer, streets, and drainage, and these plans and specifications. All work to be coordinated with the City's Project Manager offices
- The Contractor is specifically cautioned that the location and/or elevation of the existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. It is the Contractor's responsibility to avoid all existing utilities and repair any damaged lines, at his own expense, whether the utility is shown on these plans or not. The Contractor shall notify the appropriate utility company 48 hours prior to any excavation. The Contractor shall also notify the engineer if design changes are needed in the field.

Contact Information:  
 Texas One Call: 800-245-4545  
 Lone Star One Call: 800-869-8344  
 Texas Excavation Safety System (Digtest) 800-344-8377  
 COB Engineering Division 979-209-5300  
 COB Water Services Division 979-209-5900  
 Bryan Texas Utilities (BTU) 979-821-5865  
 Verizon - Jim Survant 979-821-4300  
 Atmos Energy - Josh Norton 979-774-2506  
 Suddenlink - Mike Lavender 979-846-2229

- Contractor shall verify location of all existing utility lines and services prior to excavating for construction.
- Contractor shall protect utilities from damage during construction. Contractor shall repair damages resulting from their activities and bear any costs resulting from these repairs.
- Contractor is responsible for locating unknown utilities as encountered during construction. Utility conflicts will not be a reason for Contractor to claim a delay on the project or remobilization cost.
- It is the responsibility of the Contractor to comply with all state and federal regulations regarding construction activities near energized overhead power lines. Contractor is responsible for O.S.H.A. established trench safety as described in the Federal Register 29 CFR Part 1926. A trench safety plan should be prepared and a "competent person" appointed prior to any and all excavating operations exceeding 5' depth. The plan is to be prepared and sealed by a Registered Texas Professional Engineer and shall be submitted to the City of Bryan and Design Engineer prior to any excavation on the project.
- Contractor shall maintain adequate site drainage facilities as required during construction. Protect excavations from flooding due to groundwater infiltration and run-off and insure that no drainage on or off the site is blocked by proposed construction.
- Contractor is to store materials at location(s) approved by & coordinated with the City. Equipment is to be stored overnight at locations so as not to block streets or drives. Materials are to be protected from damage by the elements.
- During the execution of the work, the Contractor shall maintain the project site in an orderly and acceptable manner as far as practical. The Contractor shall clean and remove from the project area, all surplus and discarded materials, temporary structures, and debris of any kind and shall leave the project site in a neat and orderly condition. All clean up will be done to the satisfaction of the engineer.
- A copy of the approved construction plans must be kept on site at all times throughout the entire construction of the project. Contractor shall maintain a set of redline drawings, recording as-built conditions during construction. These redline drawings marked up drawings will be submitted to the Design Engineer who will make the changes on the original tracings, labeling each sheet in the set as "record drawings", and returning same to the City Engineer.
- Contractor shall saw cut, remove, and replace existing pavement, and curb & gutter as required to construct proposed improvements. The City will only pay for the pavement quantities shown in these plans. The Contractor will be responsible for replacing any additional quantities, at no cost to the City.
- Contractors are to coordinate the holding/support of utility poles where necessary to facilitate construction. All coordination with utility companies is to be included with bid items for work to be performed.
- Construction materials testing shall be provided by a certified laboratory, at the City's expense, to verify these standards. Any retesting due to substandard work shall be at the expense of the Contractor. Structural areas shall extend 5' beyond the curb lines of all streets, alleys and parking areas.
- It shall be the responsibility of the Contractor to obtain all required permits and inspection approvals for all work shown. The City will waive the permit fees for the private services. However the Contractor must acquire permits for all private construction.
- All materials & labor not identified as a separate bid item shall be considered subsidiary to the item in which it is used.
- Trenches may NOT be left open overnight.
- Any adjacent property and right-of-way disturbed during construction will be returned to their existing condition or better.
- The Contractor shall protect all monuments, iron pins, and property corners during construction. The Contractor shall be responsible for resetting all destroyed property pins. Property pins shall be reset by a RPLS registered with the State of Texas.
- The Contractor shall be responsible for safeguarding and protecting all material and equipment stored on the jobsite. The Contractor shall be responsible for the storage of materials in a safe and workmanlike manner to prevent injuries, before and after working hours, until project completion.

**Gas Company Notes:**

- At all underground gas utility crossings, the Contractor shall give the appropriate utility company a minimum of 72 hours notice to enable a field representative may be present.
- Twenty-four (24) inch clearance shall be maintained between the proposed utility and the existing underground gas line. This clearance shall be measured from outside of pipe to outside of pipe, or sleeve, whichever is more conservative.
- For excavation near the underground gas line(s), the Contractor shall cover, or remove, the bucket teeth of the excavator. The final thirty-six (36) inches surrounding the gas line shall be excavated by hand digging.
- Underground piping installed using open ditch construction must be marked with the color-coded concrete or plastic tape [two (2) strands of four (4) inch minimum width] placed above the gas line twenty-four (24) inches in entire width of the easement.

**General Utility Note (Private & Public):**

- All excavation for underground utilities shall be made true to grade. Excavation shall be made a minimum of six inches below the required grade and provide a sand bed for the piping. Backfill over piping shall be made with earth or fill sand, free of debris, and shall be tamped by hand or mechanical means to the density of the adjacent undisturbed earth or to 95% Standard Proctor Density for non-structural areas and 98% Standard Proctor Density for structural areas (ASTM D698), whichever is greater. All trenching and excavation shall be done in strict accordance with current OSHA requirements and all other applicable safety codes and standards. The Contractor shall demonstrate lines are completely filled as requested by the Engineering Inspector.
- Minimum bury or cover specified is to be measured from finish grades. Where utility lines extend under pavement, the bury or cover shall be measured from the bottom of the structure.
- Regardless of elevations shown for manhole rims, clean-out covers, or grates, these items shall be placed flush with the pavement elevations and slopes. Manholes and clean-outs boxes not in pavement areas shall be set 6 inches above the finish grade.
- Contractor shall uncover existing utilities at all "points of interest" to determine if conflicts exist before commencing any construction. Contractor shall notify the Project Manager at once of any conflict.
- The Contractor shall coordinate all utility installation so that grade critical elements (i.e. storm drain, sanitary sewer, etc.) do not conflict with non-grade critical elements (i.e. electrical conduit, water services, etc.).
- The Contractor shall furnish all materials, equipment, and labor for excavation, boring, installation, and backfilling of utility lines and related appurtenances, as shown on the plans.
- The loading and unloading of all pipe and other accessories shall be in accordance with the manufacturer's recommended practices and shall, at all times, be performed with care to avoid any damage to the material. The Contractor shall locate and provide the necessary storage areas for materials and equipment.
- Contractor shall be responsible for coordinating all connections to public systems and installations with regulatory inspector.
- This project shall be built by means of pipe bursting and slip lining including open cut except as noted on the drawings. Contractor to determine the locations of bore pits in the field subject to the inspector's approval.
- Structural backfill will be required for all excavation within 5 feet of public roadway pavements or walks.
- The Contractor shall install any proposed private utility lines in accordance with local codes, the current adopted plumbing code by the City, and all applicable state and local laws. Should the drawings or specifications differ with other required specifications, the stricter of the two shall apply.
- All abandonment is to be coordinated with the City of Bryan Engineering and Water Services Department with at least 72 hours notice.

**Demolition & Construction Notes:**

- Pavement removal quantities include existing HMA pavement, concrete aprons and concrete curb & gutter within the ROW. The Contractor shall saw cut, remove, dispose off-site, and replace existing pavement, concrete aprons and concrete curb & gutter required to construct the proposed improvements.
- The Contractor shall relocate, as may be necessary, the existing mailboxes, maintain temporary mailboxes during construction and replace each of the mailboxes upon completion of construction. The Contractor shall coordinate with the property owner and Post Office prior to moving mailboxes. The replaced mailboxes shall be of equal construction and type as the existing mailboxes.
- The Contractor shall relocate, as may be necessary, the existing stop, traffic and street signs and maintain them during construction and replace each of the signs upon completion of construction. The replaced signs shall be in accordance with City of Bryan requirements.
- The Contractor shall coordinate the removal of any retaining walls, fences, or other feature with the Project Manager and the property owner. No removal shall occur without approval by the City of Bryan and there shall be no separate pay item.
- The Contractor is responsible for protection of the existing trees, shrubs and bushes and shall take appropriate measures to ensure they are not damaged. It is anticipated there will limbs on the larger trees which will need to be trimmed. The Contractor shall coordinate the trimming of the trees or the removal of any trees, shrubs, or bushes with the Project Manager and the property owner. No trimming or removal shall occur without approval by the City of Bryan. All tree trimming shall be completed by a professional tree trimming company which regularly performs this type of work.
- The Contractor is responsible for removing all demolition items from the project site and disposing of these materials in a proper manner.
- It shall be the responsibility of the Contractor to stage and sequence all demolition work with utility companies to provide minimal interruption and inconvenience of utility services.
- All pavement edges, bounding the construction area & matching with new construction, shall be neatly saw cut, unless gravel. Flexible pavement shall be saw cut a minimum of 24' beyond any proposed structures.
- The Contractor shall field verify and locate all existing utilities on site prior to demolition.
- The Contractor shall take all precautions to avoid unnecessary damage to any existing road surface.

**Dimensional Control Notes:**

- All dimensions shown are to be used in conjunction with these plans for locating all improvements and shall be field verified by the Contractor for workability prior to construction of improvements.
- Unless otherwise shown, all dimensioning is to the back of curb or edge of pavement, which ever is applicable.
- The topographical data for this project was provided by City of Bryan and taken from GIS data.

**Erosion Control Notes:**

- Erosion control measures shown in these plans shall be considered the very minimum required. It shall be the responsibility of the Contractor to implement all other erosion control measures (diversion berms, drainage structures, swales, additional fencing, etc.) necessary to keep the existing improvements and developments from damage of any kind, during all phases of demolition and construction.
- The site operator, or his representative established by a letter of delegation, shall make a visual inspection of all siltation controls and newly stabilized areas on a daily basis; especially after a rainfall to insure that all controls are maintained and properly functioning. Any damaged controls shall be repaired or replaced prior to the end of the work day, including re-seeding and mulching or re-sodding, if necessary.
- All sediment trapping devices shall be installed as soon as practical after the area has been disturbed. All sediment trapping devices shall be cleaned when sediment level reaches 25% capacity. Sediment shall be disposed of by spreading on site or hauling away if not suitable for fill.
- During construction, Contractor shall maintain best management practice (bmp). Sediment fence, hay bale barriers, or other devices shall control all storm water leaving the site.
- The Contractor shall be responsible for establishing temporary erosion control measures as required for different phases of construction. Erosion control measures shown may need to be adjusted to handle increased or concentrated flows created by various stages of construction.
- Phase II erosion control measures shall be implemented immediately after construction of their associated improvements. Inlet protection barriers shall be constructed with hay bales or silt fencing. Inlets located in pavements areas shall be protected with sand bags replacing the hay bales or silt fencing once the pavement is in place. Erosion control measures shall be kept in place until upstream drainage areas are fully stabilized.
- The Contractor is responsible for removing sediment control devices after the site has been seeded and/or sodded, and ground cover has taken root.
- The Contractor shall take all necessary measures to ensure that all disturbed areas are stabilized. Designated areas shall be block sodded and all other areas disturbed due to construction shall be hydro-mulch seeded. These stabilized areas shall be sodded or seeded, fertilized, and watered to establish a solid ground cover within 30 days of completion or if activities cease for 14 days.
- Erosion control measures shall be implemented prior to any excavation or demolition work.

**Traffic Control Notes:**

- Contractor shall develop a traffic control plan(s) for each phase of the project as necessary and submit it to the Project Manager for approval prior to implementing any traffic control measures or initiate any work within a ROW. Any traffic controls shown within these plans is for reference only.
- Prior to implementing traffic control plan, Contractor must provide advance notice to the following:
  - Public Works Department, City of Bryan
  - Emergency Operations Center, City of Bryan
  - Bryan Police Dispatch
  - Bryan Fire Dispatch
  - Bryan Bus Transit System
  - Bryan ISD
  - Bryan Traffic Engineer
- The traffic control plan(s) shall be in accordance with the Texas Manual Uniform Traffic Control Devices (TMUTCD), Part VI, Construction.
- All signage to be construction safety orange, except "Road Closed", (reflective white) and "Stop" (red).
- All signage to be mounted 24" clear from travel lane and 7' clear height from top of curb.
- Flaggers must be equipped with two-way radios and shall wear safety apparel of fluorescent orange-red or fluorescent yellow-green for class 2 risk exposure and shall be equipped with stop/slow paddles.
- Flagger signage shall be covered or removed when flaggers are not present.
- During construction, streets on 2 contiguous blocks cannot be closed at the same time.
- Lane closure(s) will not be allowed unless approved by the TxDOT or COB representative, as applicable.
- The work shall be completed such that the roadway will be fully opened to traffic overnight. Overnight lane closures will not be permitted, unless otherwise approved by the applicable engineer.
- Plastic drums shall be used for overnight delineation of off roadway work areas.

**Sanitary Sewer Notes (Public & Private):**

- Unless manholes can be made watertight and tested for no leakage, they must be installed so as to provide a minimum of 9 feet of horizontal clearance from an existing or proposed water line. If the nine foot separation distance cannot be achieved, the water line must be encased in a joint of 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than the water line. The space around the carrier pipe shall be supported at 5 foot intervals with approved spacers. The encasement pipe shall be centered on the crossing and both ends sealed with manufactured seal.
- All 6 inch through 12 inch sanitary sewer pipe for open cut installation shall be: SDR 26 ASTM D-3034 having a minimum stiffness of 115; SDR 26, ASTM D-2241, green in color for waterline crossing where required by TCEQ; unless otherwise noted.
- All private sewer services shall be Sch 40 PVC and have a property line clean-out with a brass plug in a plastic box at grade, unless in a driveway where a concrete box will be required. Boxes shall state "Sanitary Sewer". All work on private services is to be permitted through the City of Bryan Licensing Services Department and all work shall be performed by an approved plumber licensed in the State of Texas. Plumbing permit fees will be waived.
- Drop manholes shall have an inside diameter of 5 feet. All other manholes shall have an inside diameter of 4 feet.
- Fiberglass manholes with cast-in-place inverts will be accepted on this project with submittal approval.
- All sanitary sewer services connections, including the saddle, shall be encased in a minimum of 12" envelop of either cement stabilized sand or concrete per City specifications.
- All service reconnections shall be installed with a Romac CB Saddle per manufacture's installation instructions.

**Grading Notes:**

- All unpaved areas shall be adequately graded to drain, so that no ponding occurs.
- The Contractor shall follow the general intent of the grading plans. Minor adjustments to the actual elevations shown on the grading plan may be required to match existing ground elevations and structures. This is subsidiary to the bid items.
- Adequate drainage shall be maintained at all times during construction and any drainage ditch or structure disturbed during construction shall be restored to existing conditions or better.
- The approval of these plans is not an authorization to grade adjacent properties. When field conditions warrant off-site grading, permission must be obtained from the affected property owner(s). Any adjacent property and right-of-way disturbed during construction will be returned to their existing conditions or better.

**LEGEND**

**LINE TYPES**

— W-8 —	— W-8 —	Existing Water Line, Size Noted
— W-6 —	— W-6 —	Proposed Water Line, Size Noted
— W —	— W —	Proposed Water Service
— S-6 —	— S-6 —	Existing Sanitary Sewer, Size Noted
— S-6 —	— S-6 —	Proposed Sanitary Sewer, Size Noted
— S —	— S —	Proposed Sanitary Sewer Service
— ST —	— ST —	Existing Storm Sewer
— ST —	— ST —	Proposed Storm Sewer
— GAS —	— GAS —	Existing Natural Gas
— GAS —	— GAS —	Proposed Natural Gas
— UE —	— UE —	Existing Underground Electrical
— UE —	— UE —	Proposed Underground Electrical
— T —	— T —	Existing Underground Telephone
— T —	— T —	Proposed Underground Telephone
— 300 —	— 300 —	Existing Contour, Elevation Noted
— [300] —	— [300] —	Proposed Contour, Elevation Noted
— > —	— > —	Existing Ditch Flowline, Direction Indicated
— > ··· —	— > ··· —	Proposed Ditch Flowline, Direction Indicated
— — —	— — —	Existing Easement
— — —	— — —	Proposed Easement
— SILT —	— SILT —	Silt Fence
— X —	— X —	Existing Fence(All Types)

**SYMBOLS**

	Hydrant		Storm Sewer Junction Box
	Water Valve		Storm Sewer Grate Inlet
	Water Meter		Storm Sewer Headwall
	Phone Pedestal		Storm Sewer Manhole
	Sanitary Sewer Manhole		Mail Box
	Sanitary Sewer Clean-out		Gas Meter
	Cross-Walk Signage		Utility Pole

**ABBREVIATIONS**

TP	Top of Pavement	W/	With
TC	Top of Curb	W/OUT	With Out
TG	Top of Ground	S.E.T.	Sloped End Treatment
TW	Top of Walk	BM	Bench Mark
TI	Top of Inlet	TBM	Temporary Bench Mark
TR	Top of Wall	SY	Square Yard
FL	Flow Line	LF	Linear Foot
MH	Man Hole	CO	Clean Out
Min	Minimum	O.C.	On Center
Max	Maximum	O.C.E.W.	On Center Each Way
N.T.S.	Not to Scale	PSI	Pounds per Square Inch
PI	Point of Inflection	PVC	Polyvinyl Chloride
PT	Point of Tangency	RCP	Reinforced Concrete Pipe
PC	Point of Curvature	PVMT	Pavement
Sch	Schedule	H	Horizontal
R.O.W.	Right of Way	V	Vertical

*Notes*

*General Notes:*

- If there is a conflict between these plans and any specification, guideline, or detail required by the governing authority (as applicable), the more stringent requirement shall apply unless otherwise directed by the City Engineer.

Owner Name and Address:

**CITY OF BRYAN**  
*The Good Life, Texas Style!*  
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Firm Name and Address:

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 Firm# 9951

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No.	Revision/Issue	Date

Project Name:

**2016 Miscellaneous  
 Sewer Collection  
 Line Rehabilitation**

*CIP Project No. D41517*

Date: *Sep 2016* Sheet: *C1*

Scale: *As Noted*



# Project Overview

## General Notes:

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**Location 3:**  
Graham Dr.  
See Sheet C15

**Location 4:**  
Freeman Ave.  
See Sheet C16

**Location 1:**  
Garden Ln.  
Skrivanek Dr.  
Carter Creek Pkwy. (1)  
Esther Blvd.  
Avon St.  
Devonshire St.  
Oxford St.  
Kent St.  
Bristol St.  
Ruskin St.  
Dona Dr.  
See Sheets C3-C13

**Location 2:**  
Broadmoor Dr.  
Barak Ln.  
Barak Cr.  
See Sheet C14

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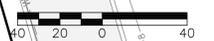
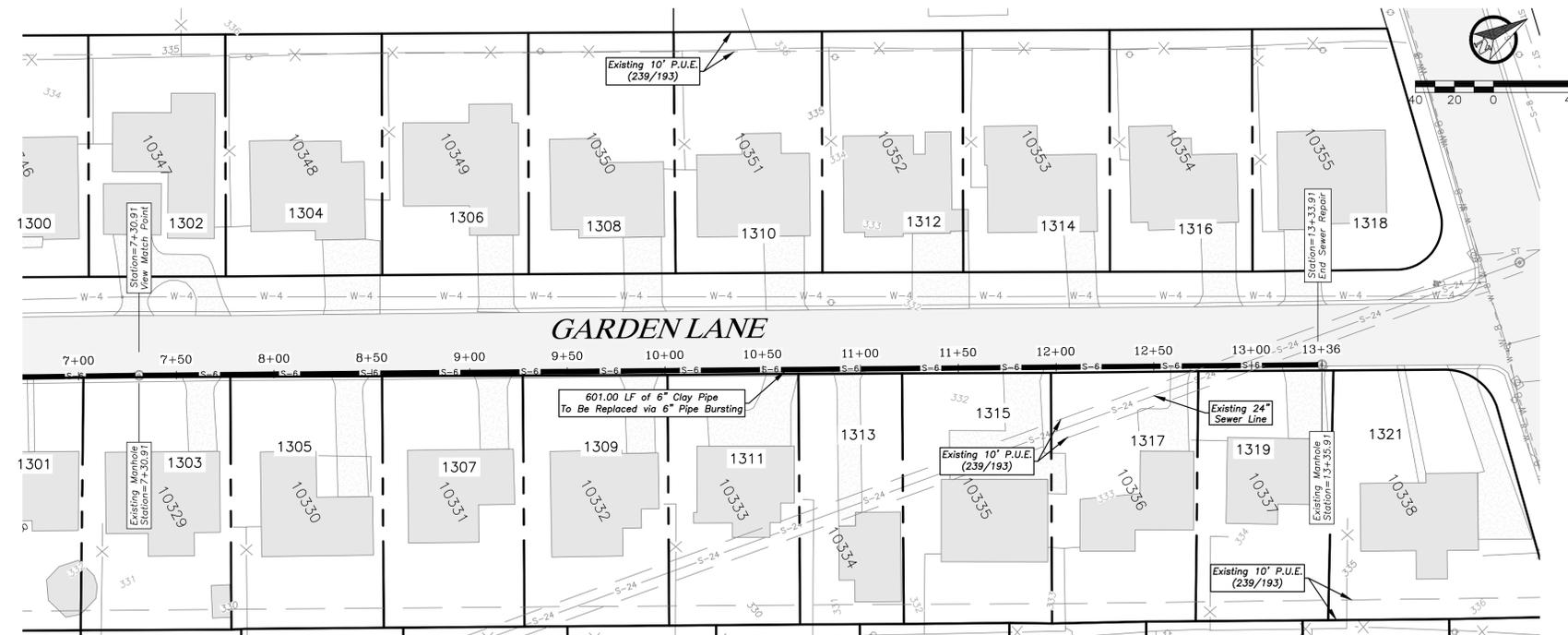
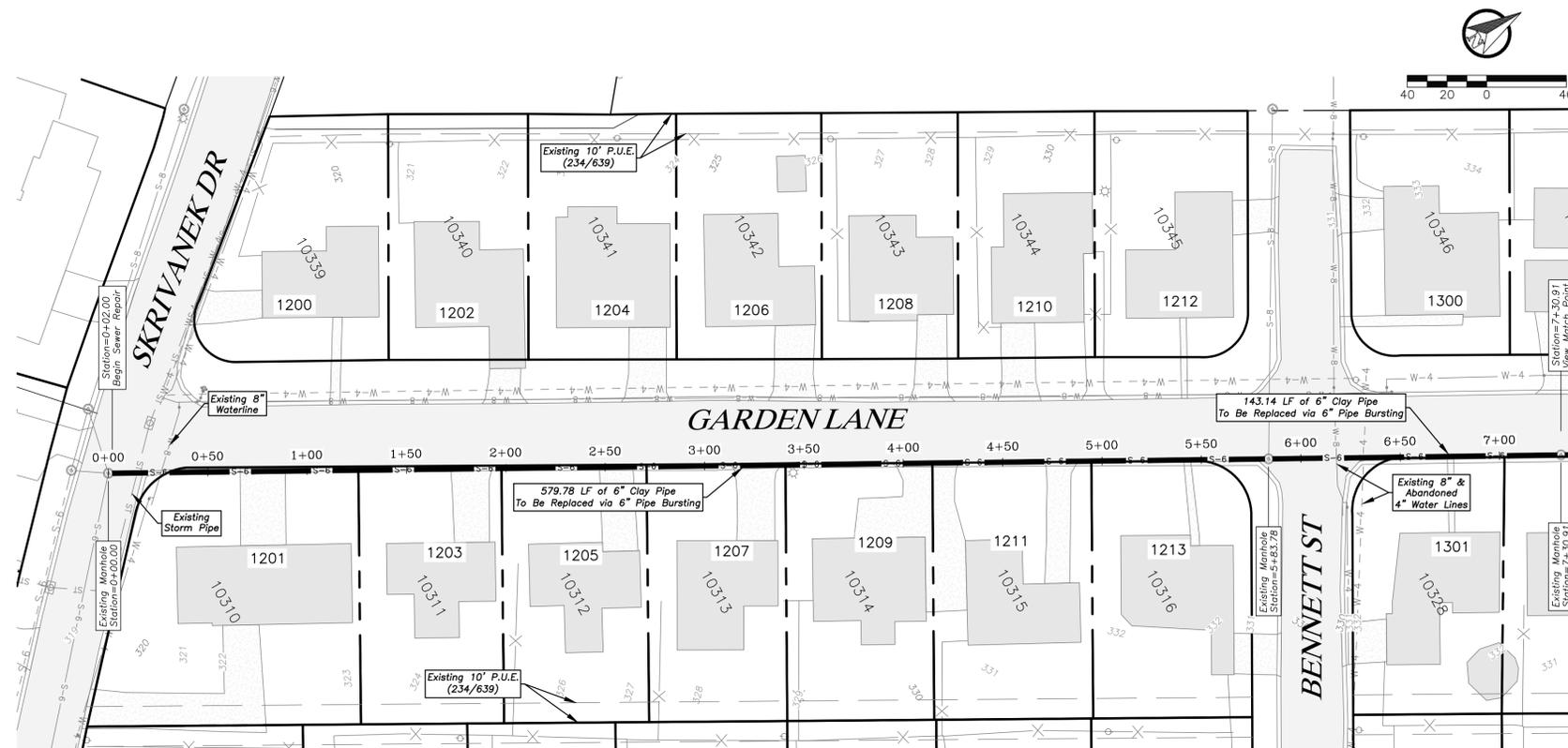
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No.	Revision/Issue	Date

Project Name:  
**2016 Miscellaneous Sewer Collection Line Rehabilitation**  
CIP Project No. D41517

Date: Sep 2016	Sheet: C2
Scale: As Noted	

Plan: Garden Lane



- Note:**
1. Shaded homes are anticipated to have sewer services attached to the main shown under repair.
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# Garden Lane

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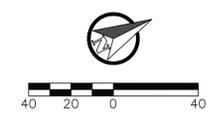
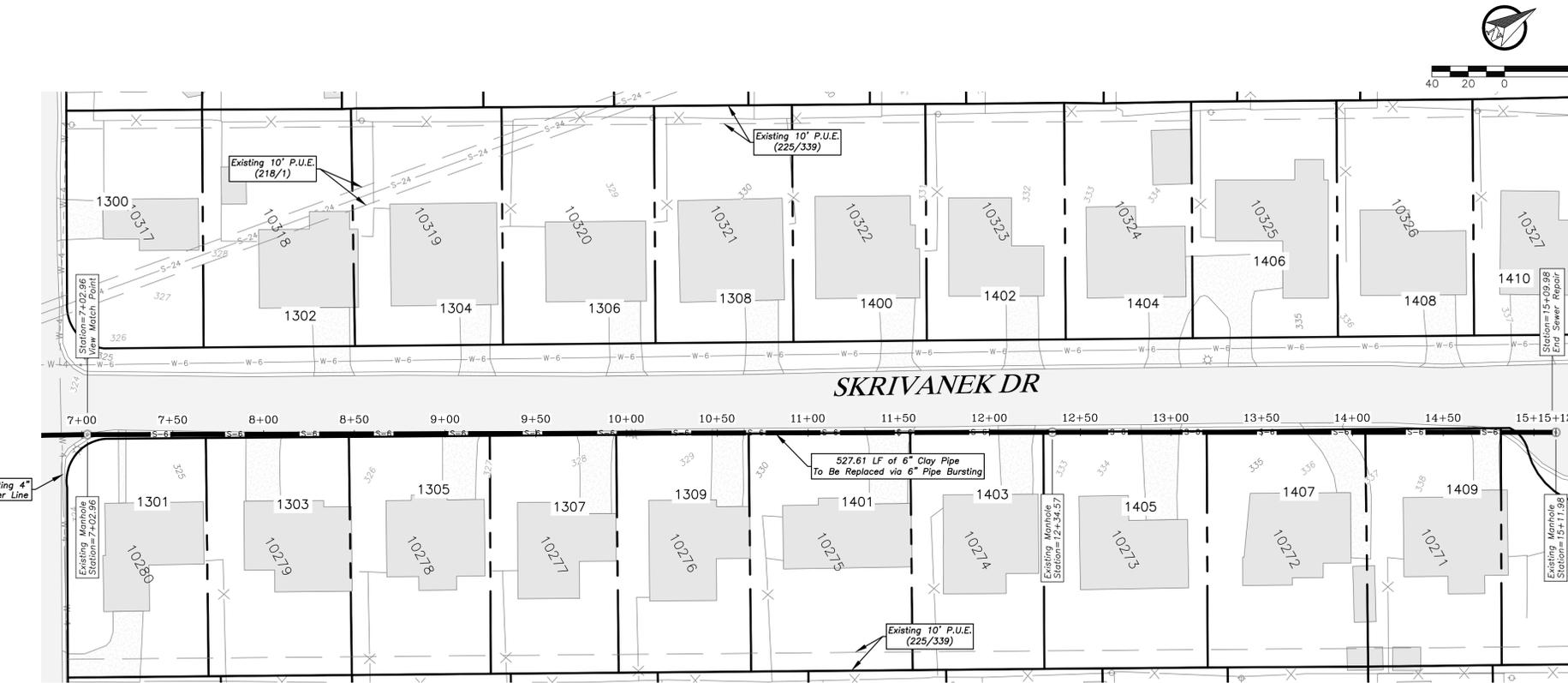
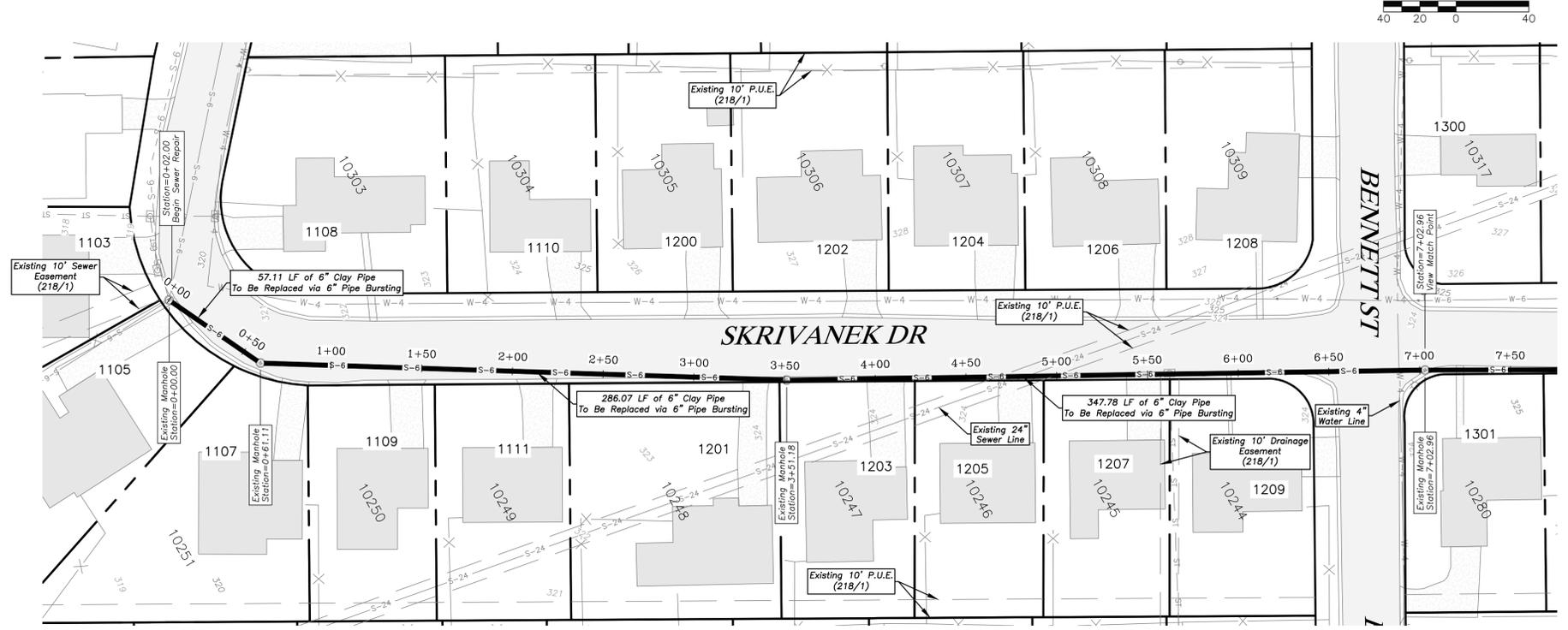
**Project Name:**

**2016 Miscellaneous Sewer Rehabilitation**

CIP Project No. D41517

Date: Sep 2016	Sheet: C3
Scale: As Noted	

Plan: Skrivanek Drive



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# Skrivanek Drive

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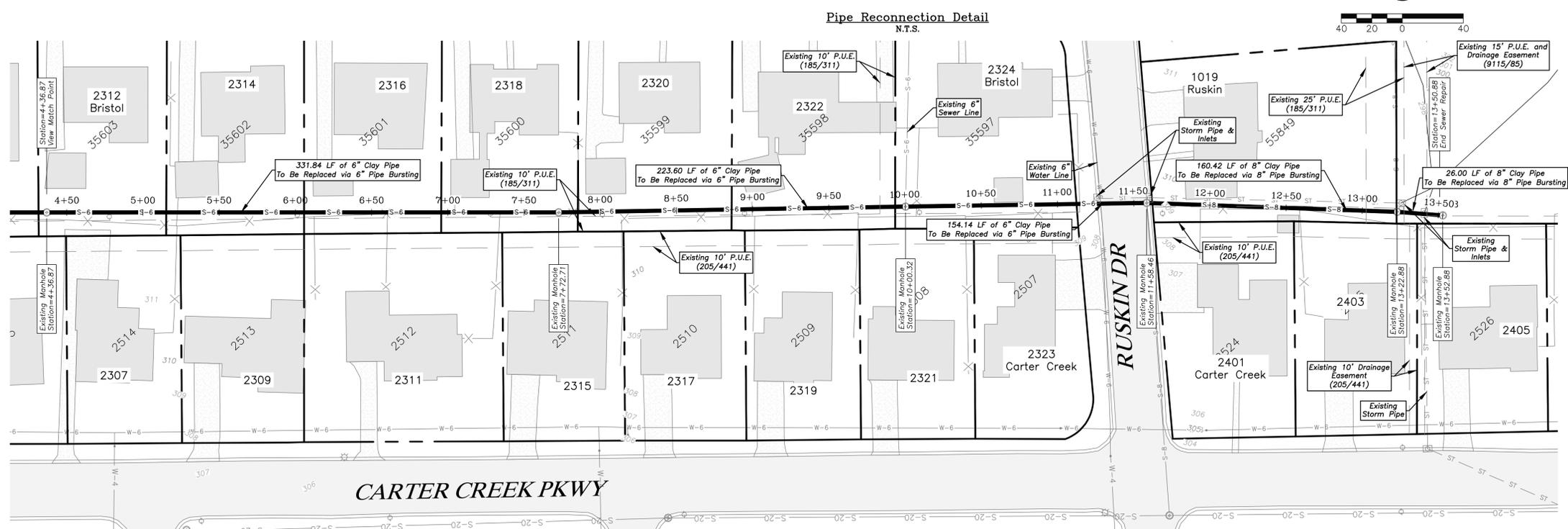
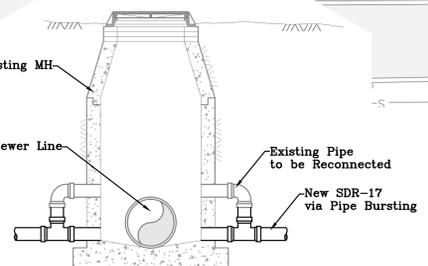
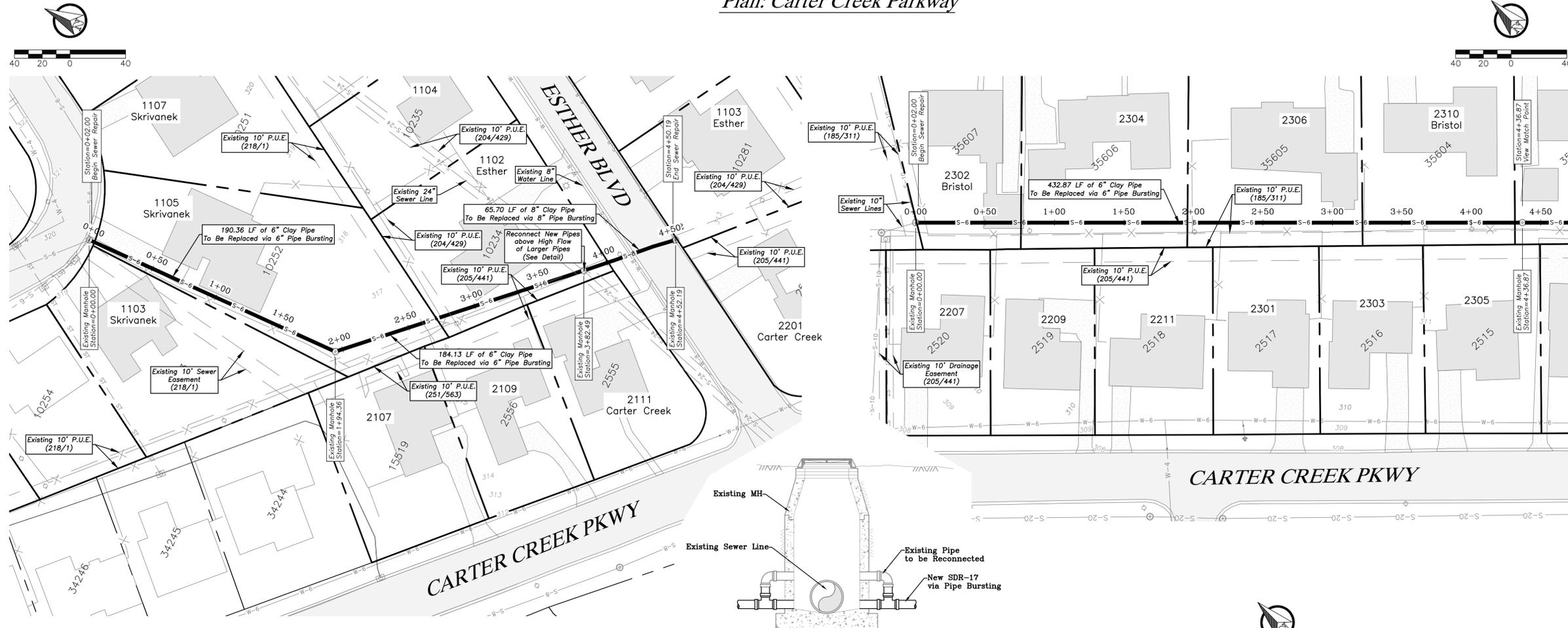
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No.	Revision/Issue	Date

Project Name:  
**2016 Miscellaneous Sewer Rehabilitation**  
CIP Project No. D41517

Date: Sep 2016	Sheet:
Scale: As Noted	<b>C4</b>

Plan: Carter Creek Parkway



- Note:
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Carter Creek Parkway

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No.	Revision/Issue	Date

Project Name:

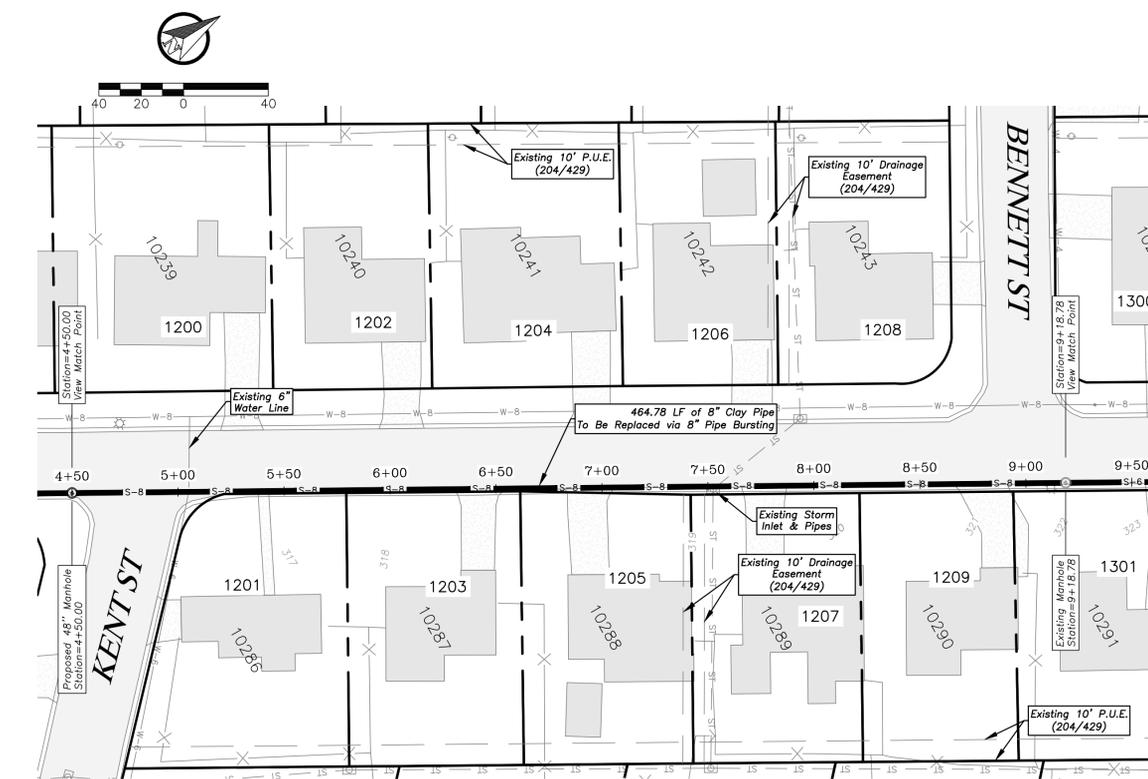
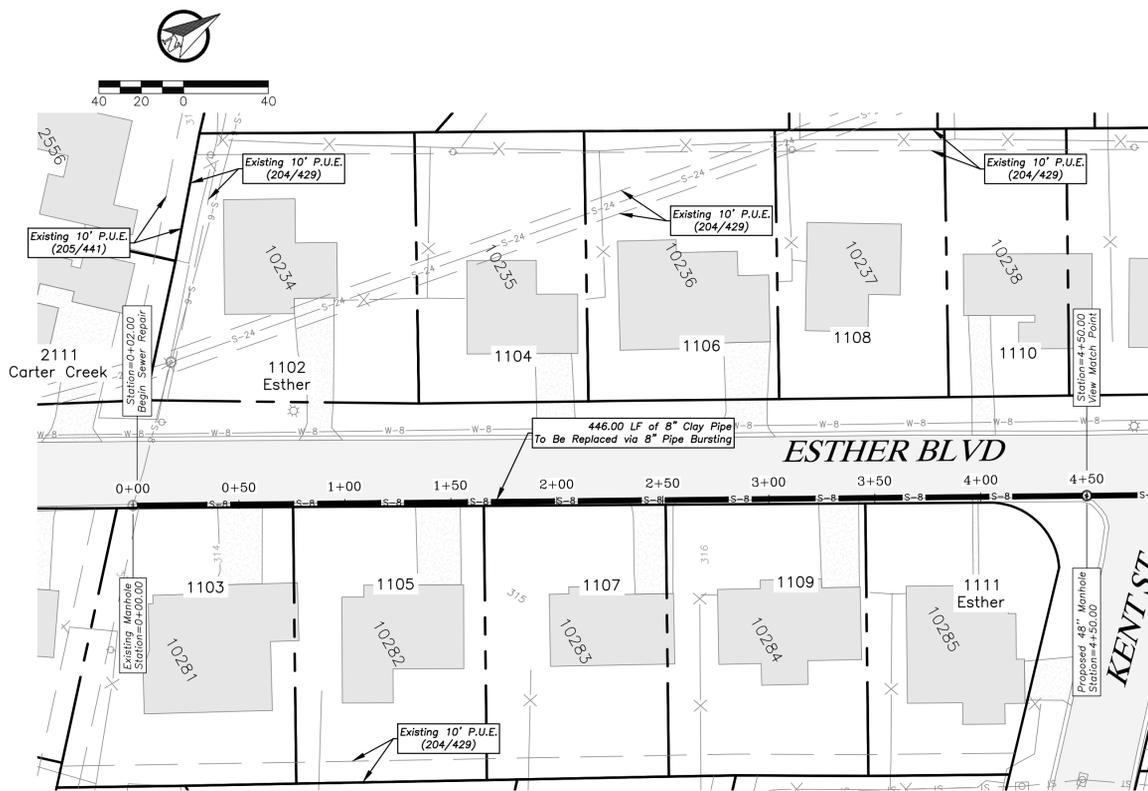
**2016 Miscellaneous Sewer Rehabilitation**

CIP Project No. D41517

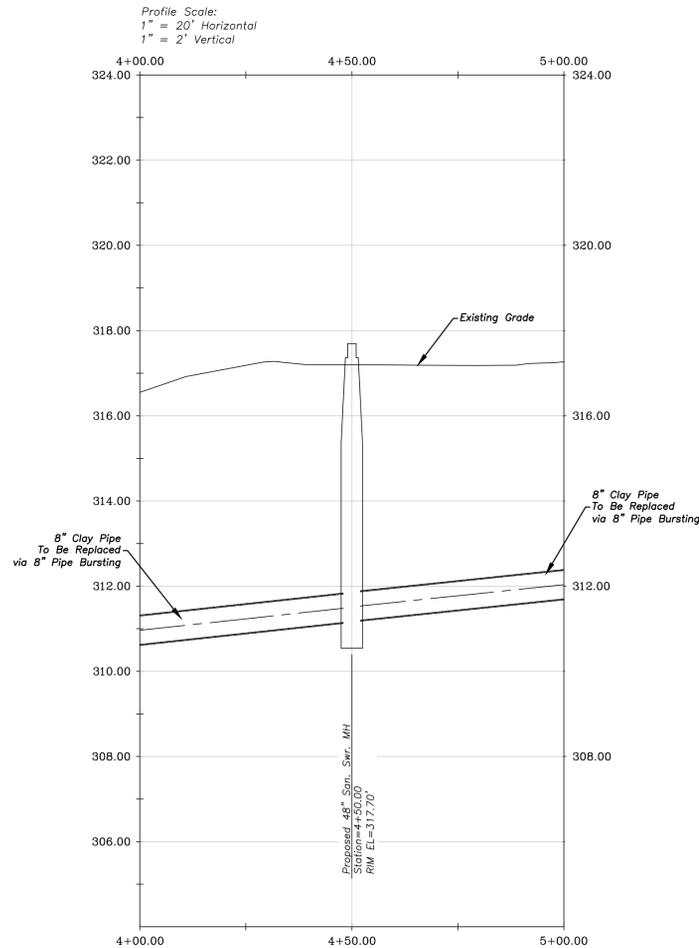
Date:	Sep 2016	Sheet:	C5
Scale:	As Noted		

J4 Engineering 9/7/16 2016 Misc. Sewer Rehab.dwg J4E Project # 15-045

Plan: Esther Boulevard



Profile: Esther Blvd MH @ STA 4+50



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Esther Boulevard

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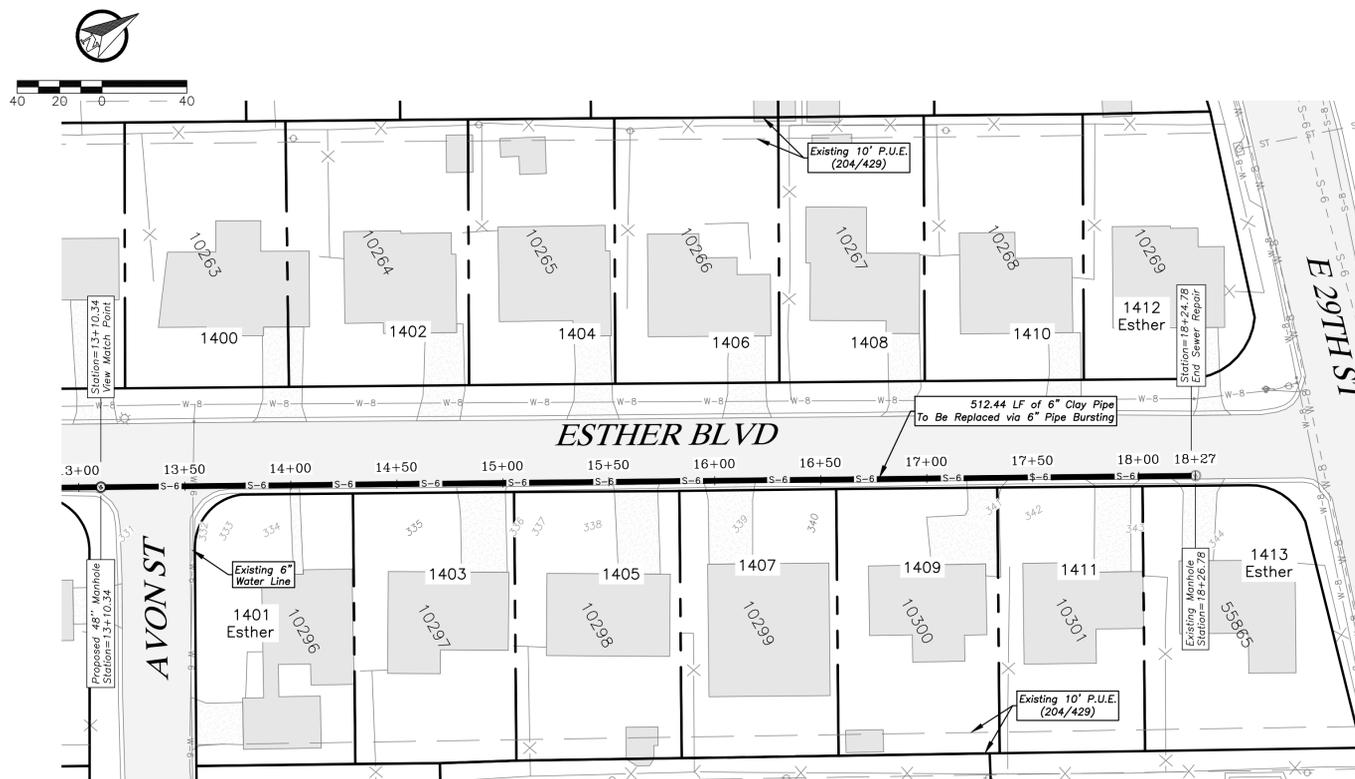
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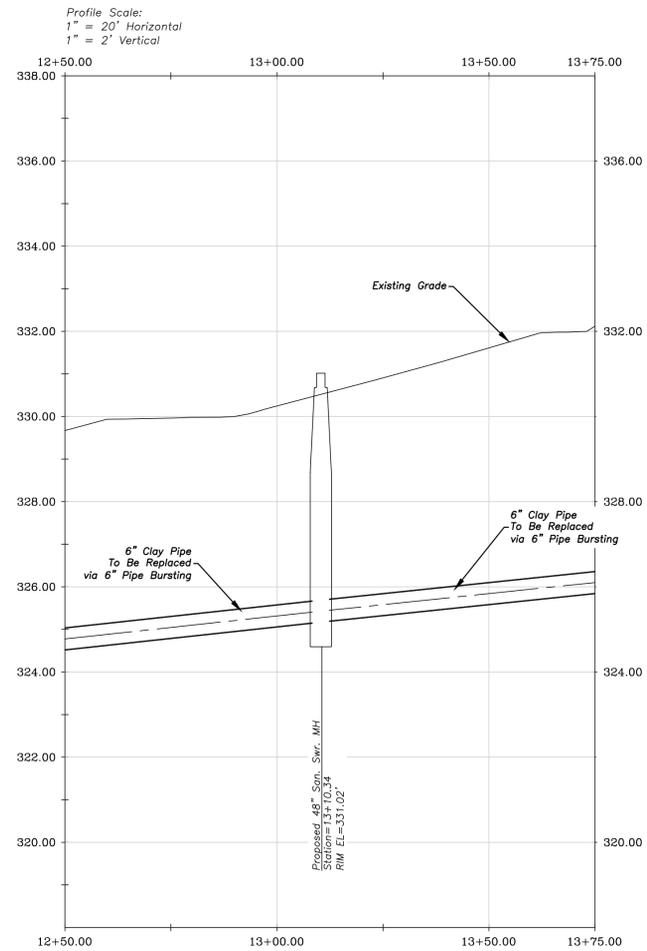
Project Name:  
**2016 Miscellaneous Sewer Rehabilitation**  
CIP Project No. D41517

Date: Sep 2016	Sheet:
Scale: As Noted	<b>C6</b>

Plan: Esther Boulevard



Profile: Esther Blvd MH @ STA 13+10.34



Note:

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Esther Boulevard

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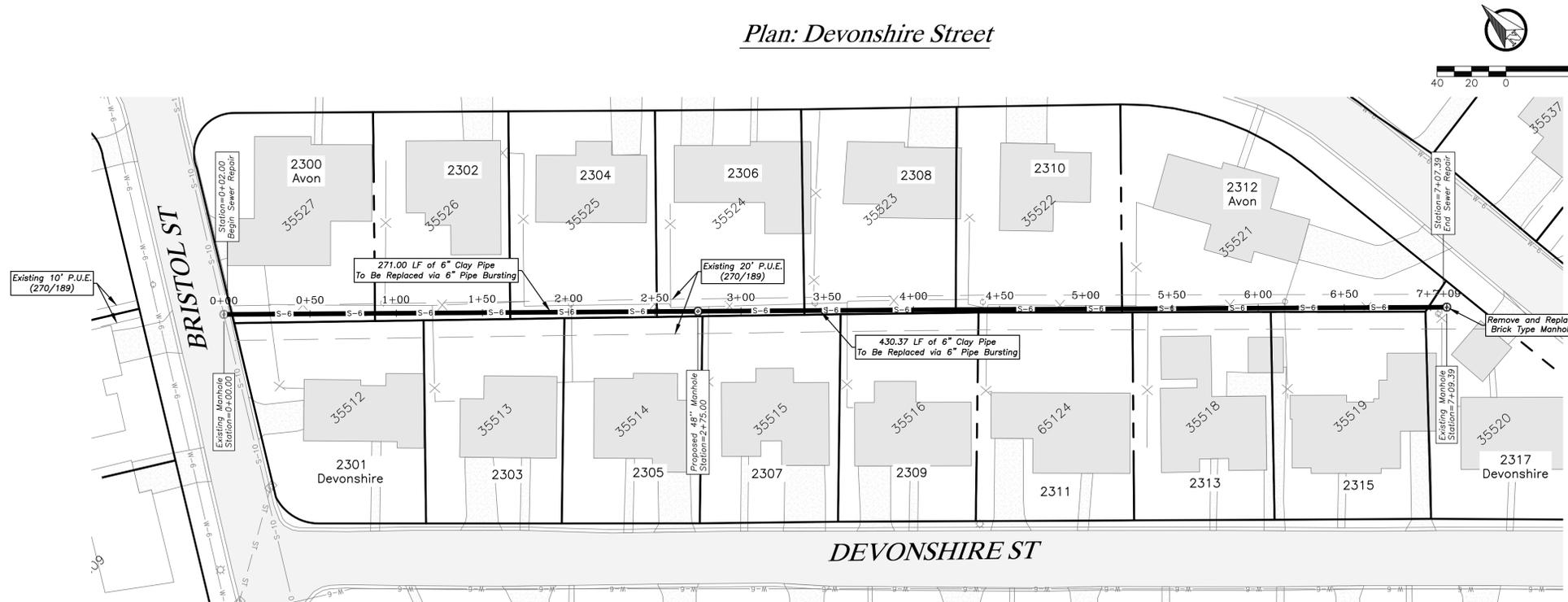
No.	Revision/Issue	Date

Project Name:  
**2016 Miscellaneous Sewer Rehabilitation**  
CIP Project No. D41517

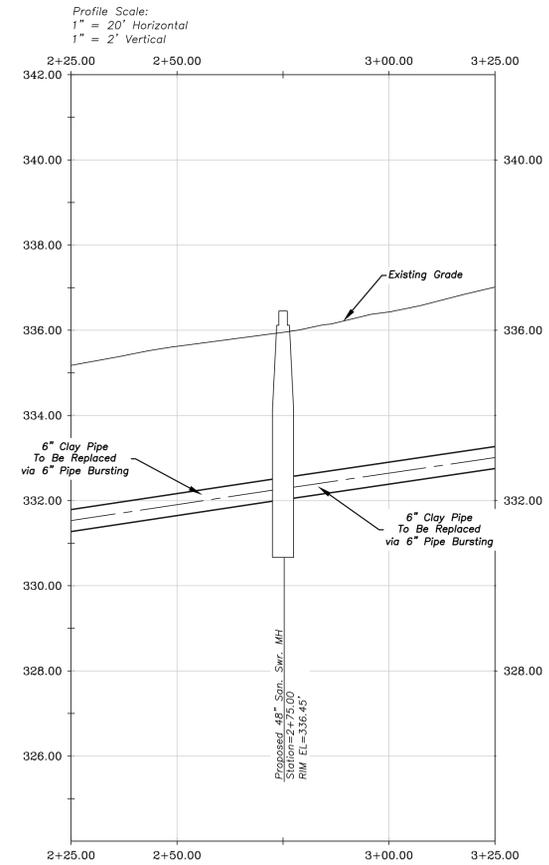
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Scale: As Noted	C7



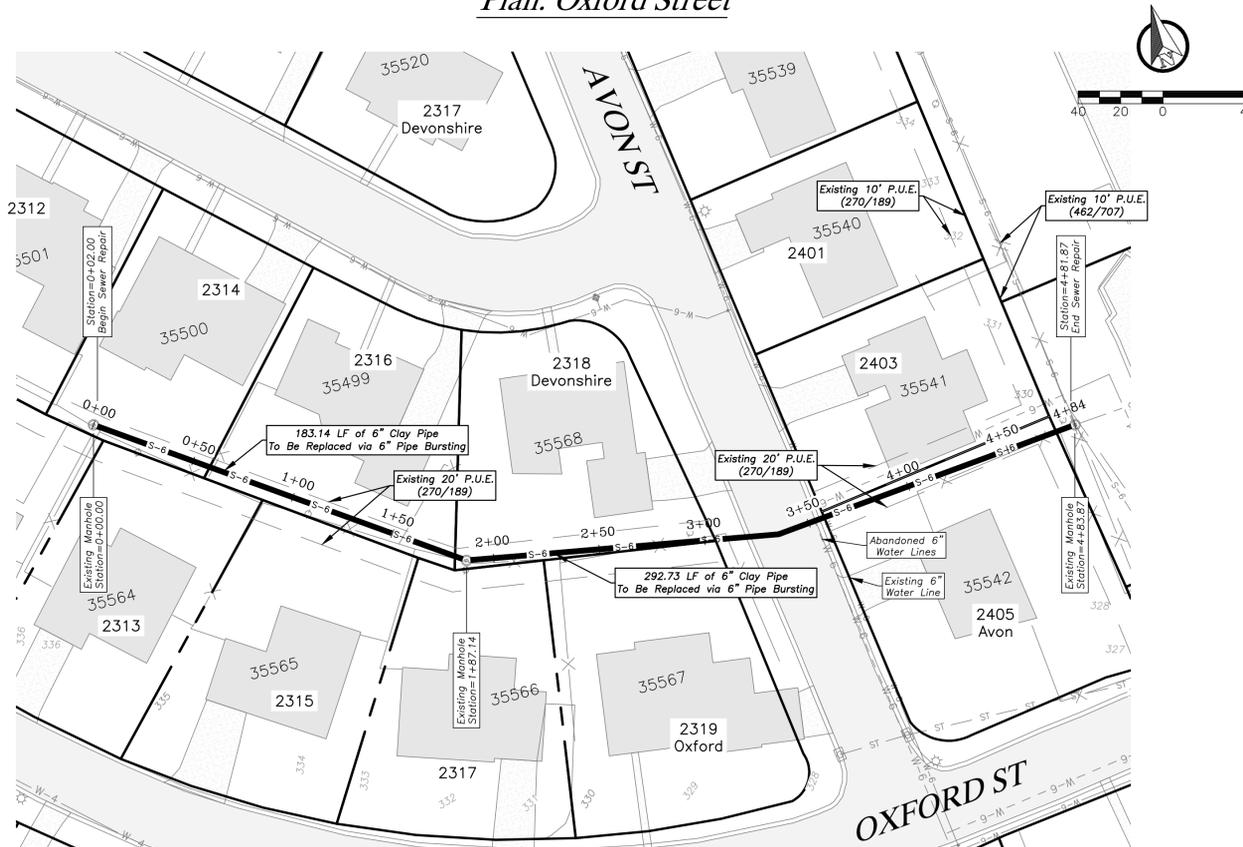
Plan: Devonshire Street



Profile: Devonshire St MH @ STA 2+75



Plan: Oxford Street



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Devonshire & Oxford Street

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No.	Revision/Issue	Date

Project Name:  
**2016 Miscellaneous Sewer Rehabilitation**  
CIP Project No. D41517

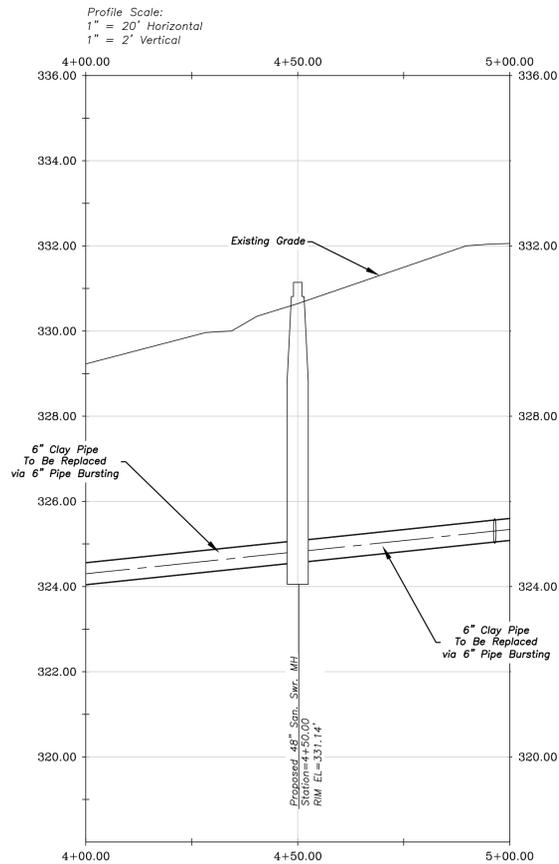
Date: Sep 2016  
Scale: As Noted  
Sheet: C9



Plan: Kent Street



Profile: Kent St MH @ STA 4+50



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Kent Street

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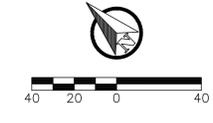
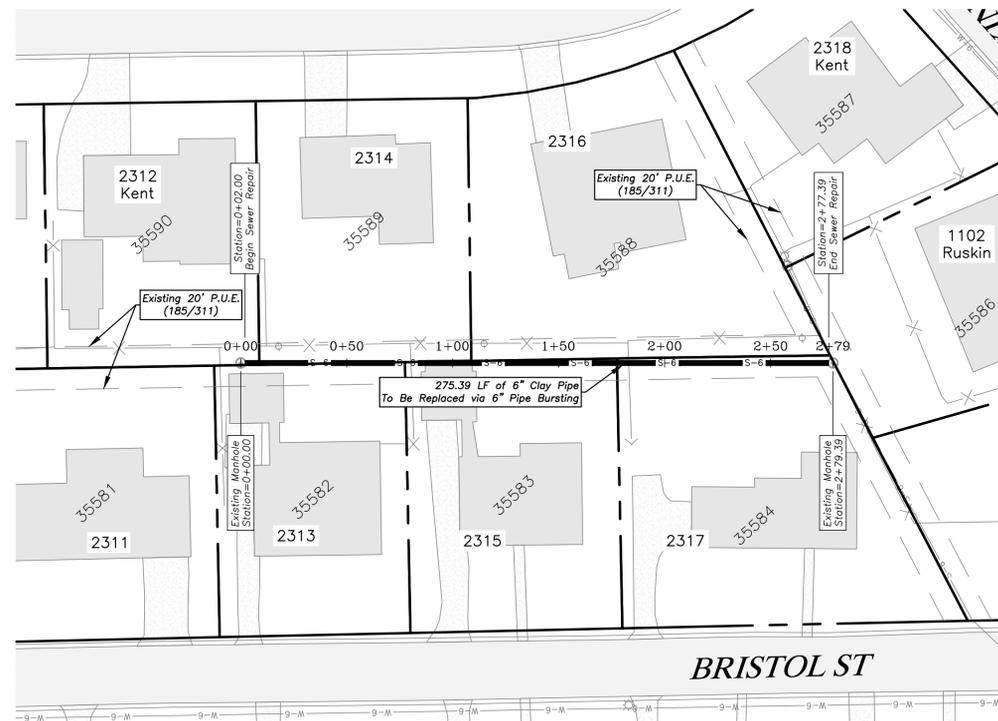
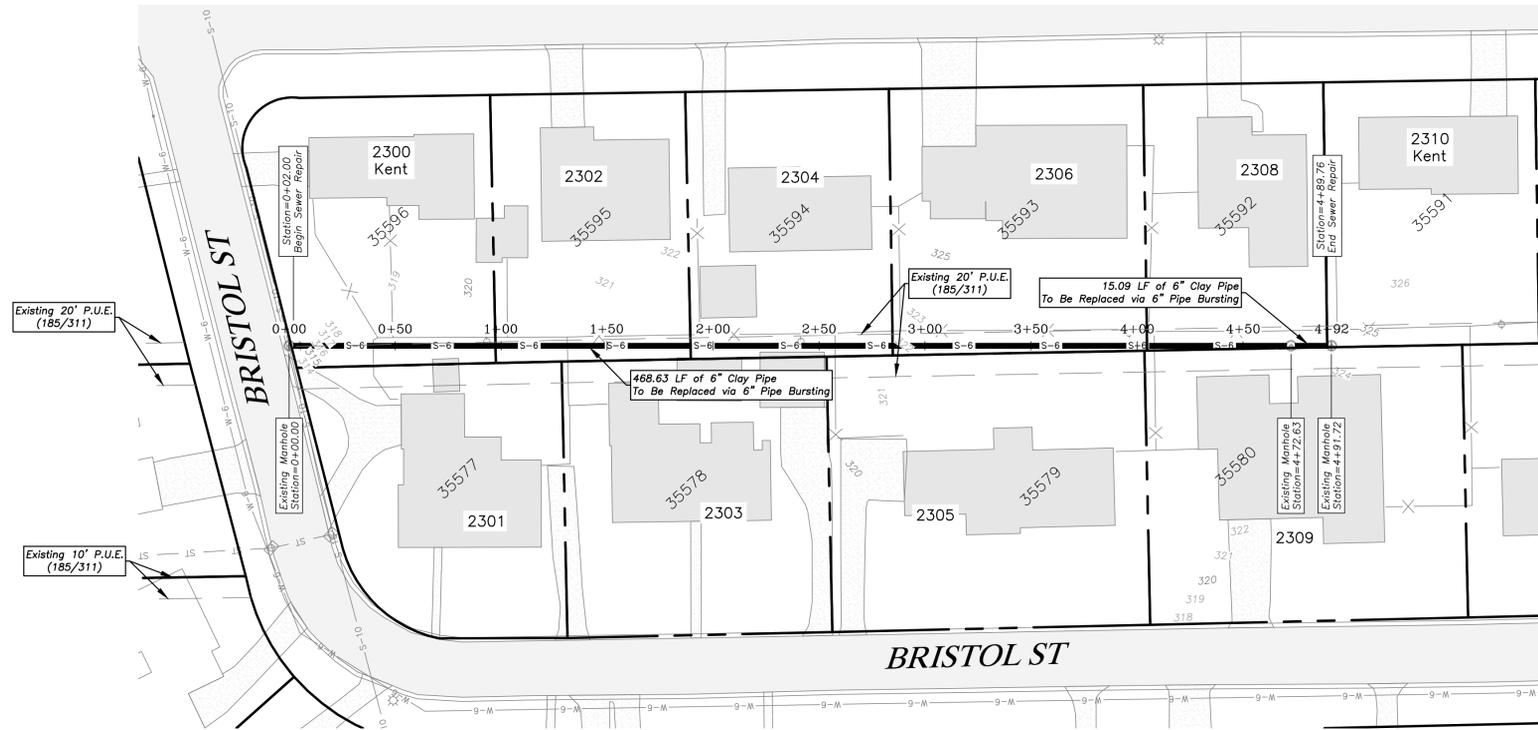
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No.	Revision/Issue	Date

Project Name:  
**2016 Miscellaneous Sewer Rehabilitation**  
CIP Project No. D41517

Date: Sep 2016	Sheet: C11
Scale: As Noted	

Plan: Bristol Street



### Bristol Street

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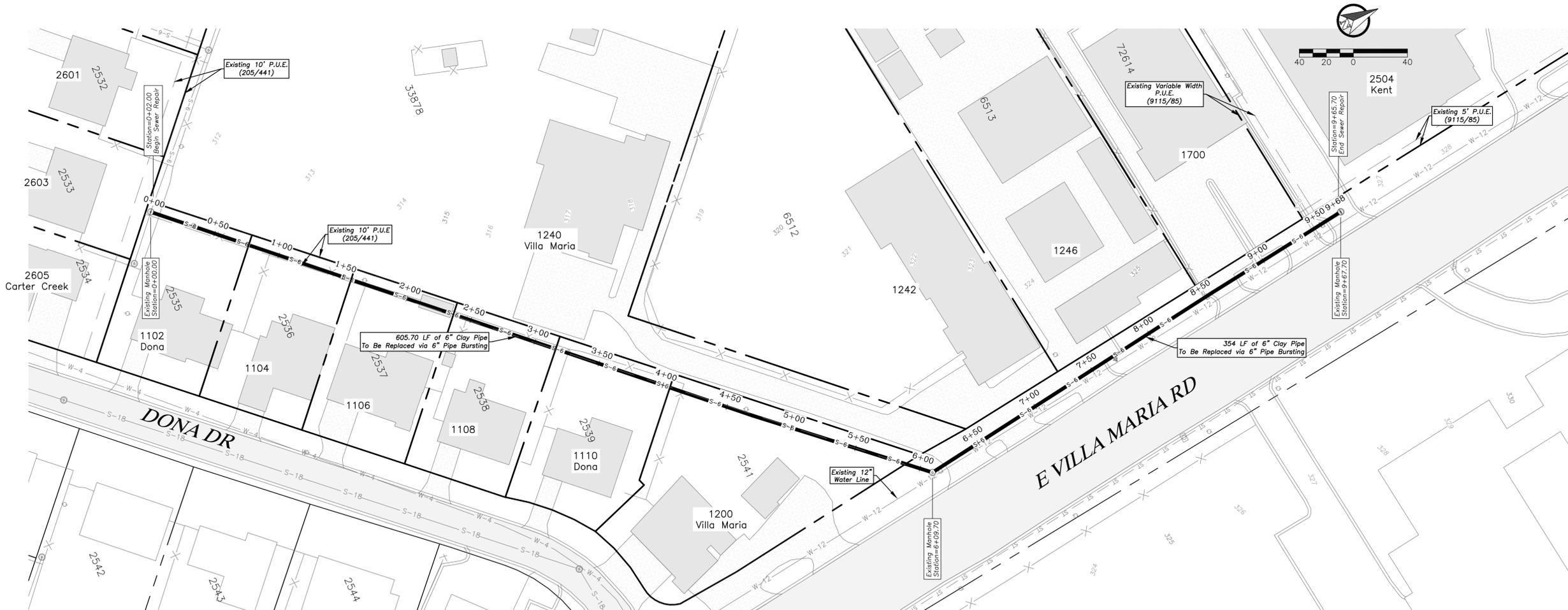
No.	Revision/Issue	Date

Project Name:  
**2016 Miscellaneous Sewer Rehabilitation**  
CIP Project No. D41517

Date: Sep 2016	Sheet: <b>C12</b>
Scale: As Noted	



Plan: Dona Drive



- Note:**
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Dona Drive

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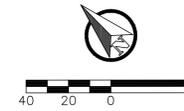
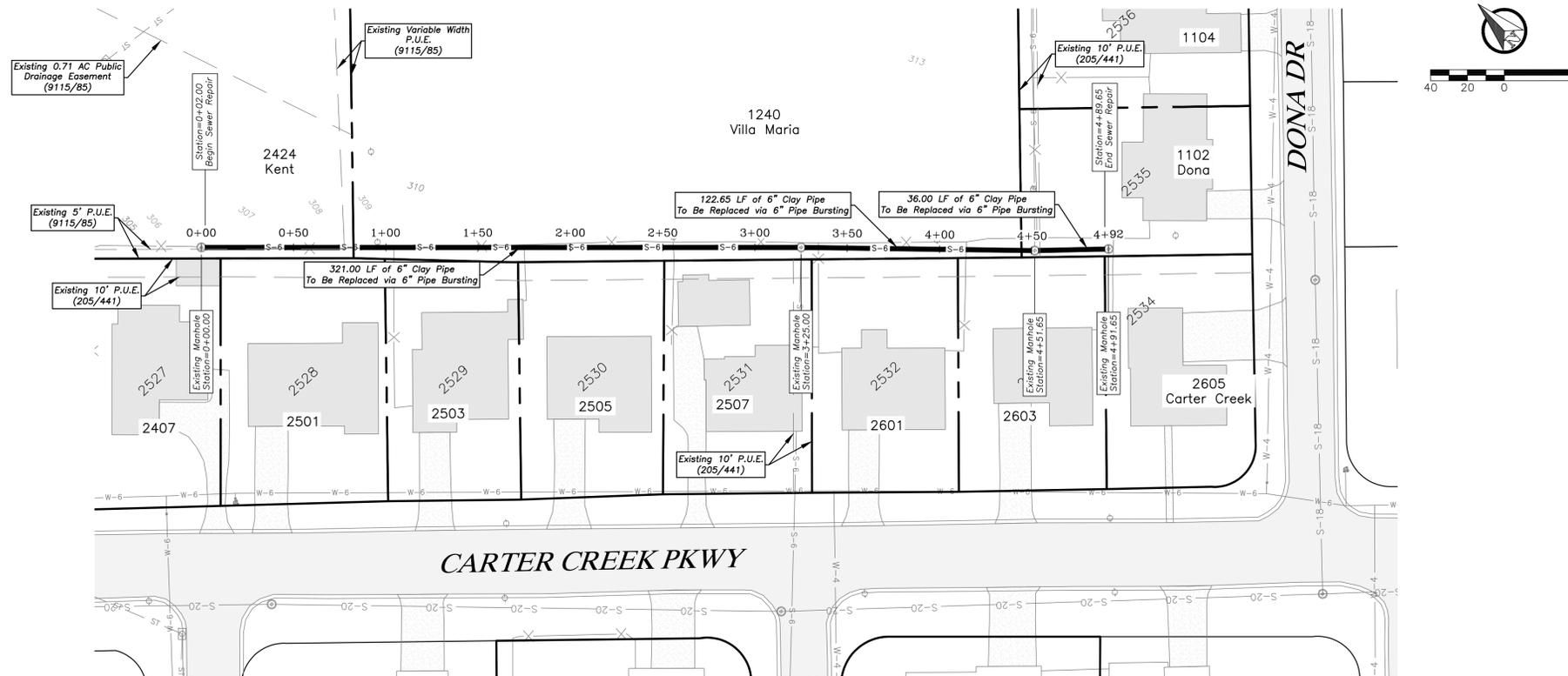
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No.	Revision/Issue	Date

Project Name:  
**2016 Miscellaneous Sewer Rehabilitation**  
CIP Project No. D41517

Date: Sep 2016  
Scale: As Noted  
Sheet: C14

Plan: Carter Creek Parkway



- Note:**
1. Shaded homes are anticipated to have sewer services attached to the main shown under repair.
  2. Contractor shall verify location of all existing utility lines and services prior to construction.
  3. For each residence affected by sanitary sewer construction, the contractor shall confirm that all sanitary sewer flow is properly leaving the residence.
  4. Final placement of all open cut sewer line shall be determined in the field, staked for alignment, clean outs and connections and approved by the City's Inspector prior to installation.
  5. All proposed manholes for this project shall be ordered only after the Contractor has field verified the conditions of the new manhole and with the approval of the Project Manager. The City is not responsible for incorrect orders.
  6. See Sheet C2 for complete project notes.

**Carter Creek Parkway**

*General Notes:*

1. All utilities shown are taken from the best available information based on construction utility documents obtained by J4 Engineering from City and Independent agencies and/or above ground field evidence. Shown positions may not represent as-built conditions.
2. Property lines shown in these plans are for reference only and do not necessarily represent actual field conditions.
3. All construction shall be in accordance with the current BCS Standard Specifications, Details, and Design Guidelines for Water, Sewer, Streets, and Drainage, unless otherwise noted.
4. It is the intent of these plans to comply with all City of Bryan guidelines, details, and specifications.

Owner Name and Address:

**CITY OF BRYAN**  
The Good Life, Texas Style.  
PO Box 1000 - Bryan, Texas 77805

Firm Name and Address:

**J4 Engineering**  
Glenn Jones, PE-CFM  
PO Box 5192 - Bryan, Texas - 77805  
979-739-0567 gjoness@j4engineering.com  
Firm# 9951

Seal:

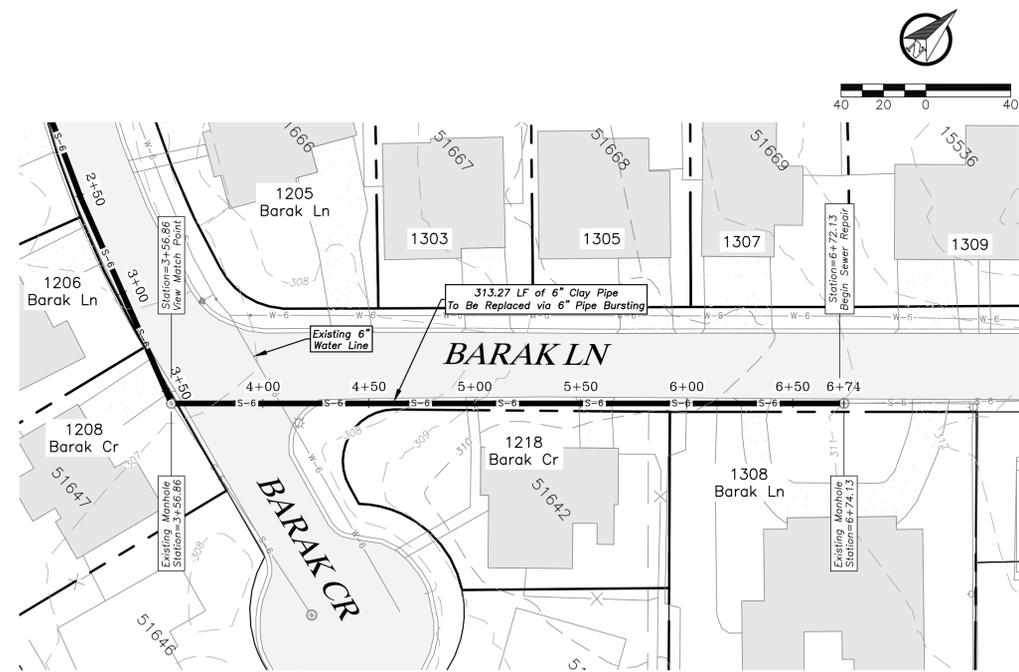
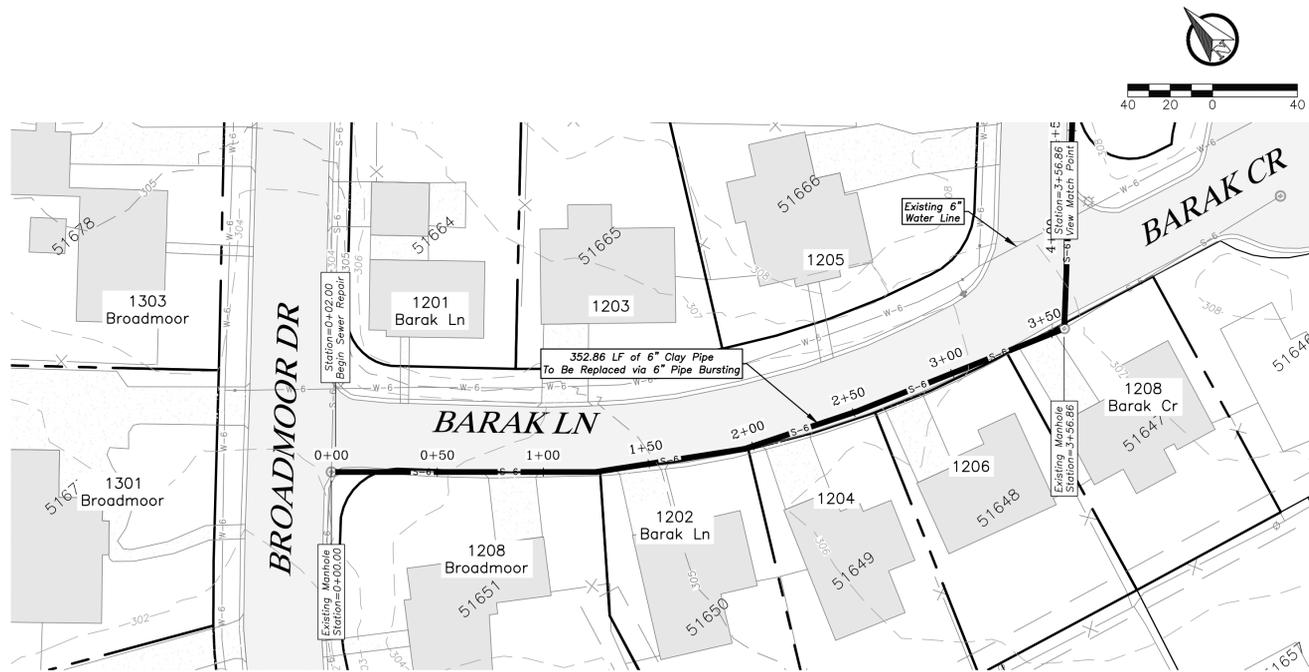
The seal on this document was authorized by Glenn Jones #97600 on this date Sep 7, 2016. Alteration of a sealed document with out proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

No.	Revision/Issue	Date

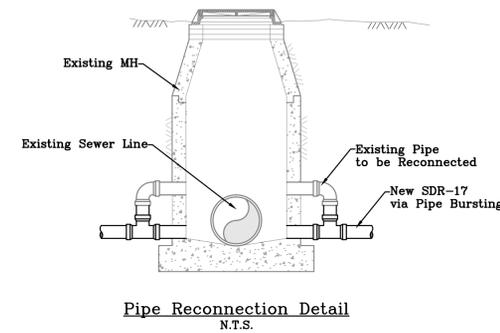
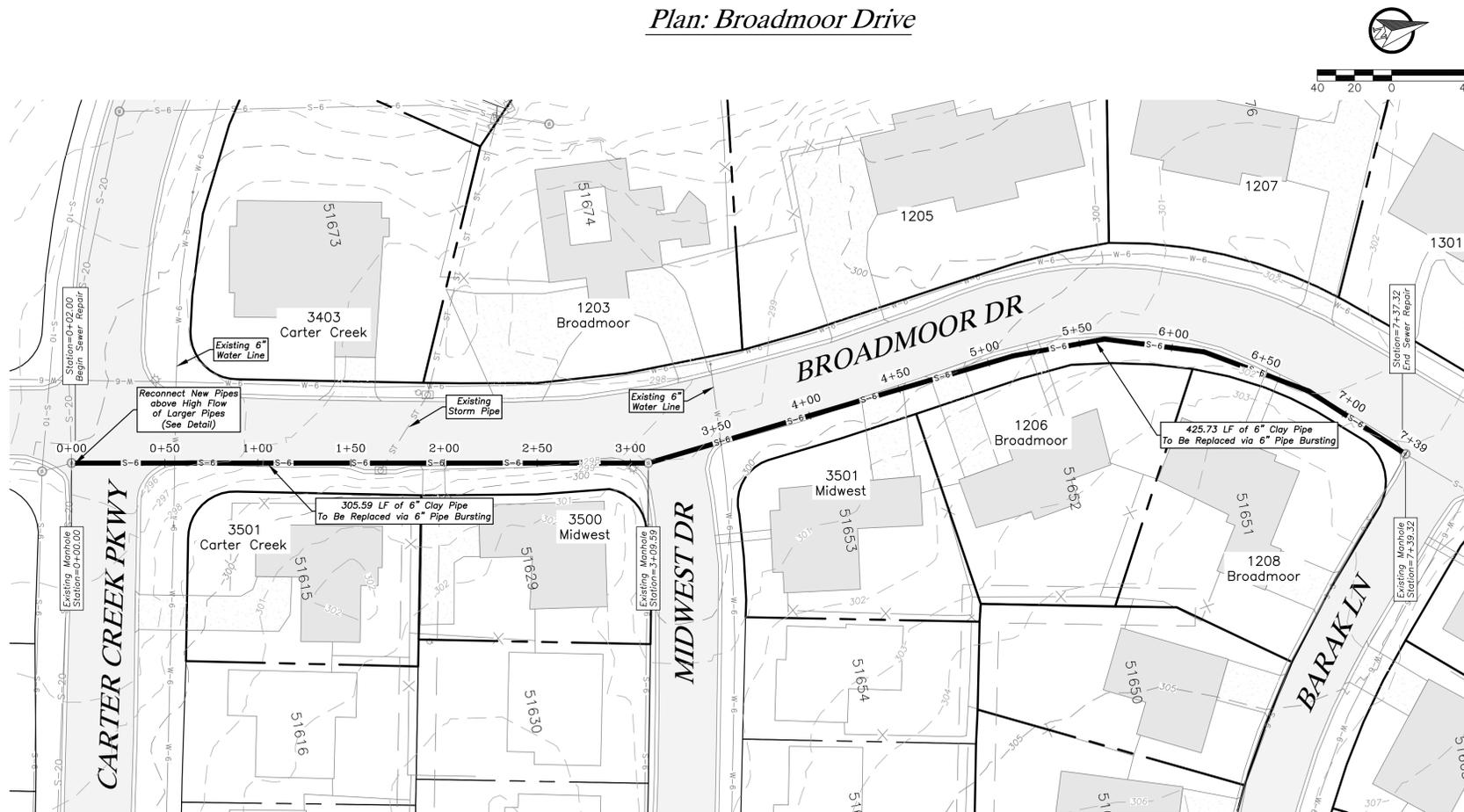
Project Name:  
**2016 Miscellaneous Sewer Rehabilitation**  
CIP Project No. D41517

Date: *Sep 2016* Sheet: **C15**  
Scale: *As Noted*

*Plan: Barak Lane*



*Plan: Broadmoor Drive*



- Note:**
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  3. For each residence affected by sanitary sewer construction, the contractor shall confirm that all sanitary sewer flow is properly leaving the residence.
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  5. All proposed manholes for this project shall be ordered only after the Contractor has field verified the conditions of the new manhole and with the approval of the Project Manager. The City is not responsible for incorrect orders.
  6. See Sheet C2 for complete project notes.

**Barak Lane & Broadmoor Drive**

*General Notes:*

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979-739-0567 gjoness@j4engineering.com  
Firm# 9951

*Seal:*



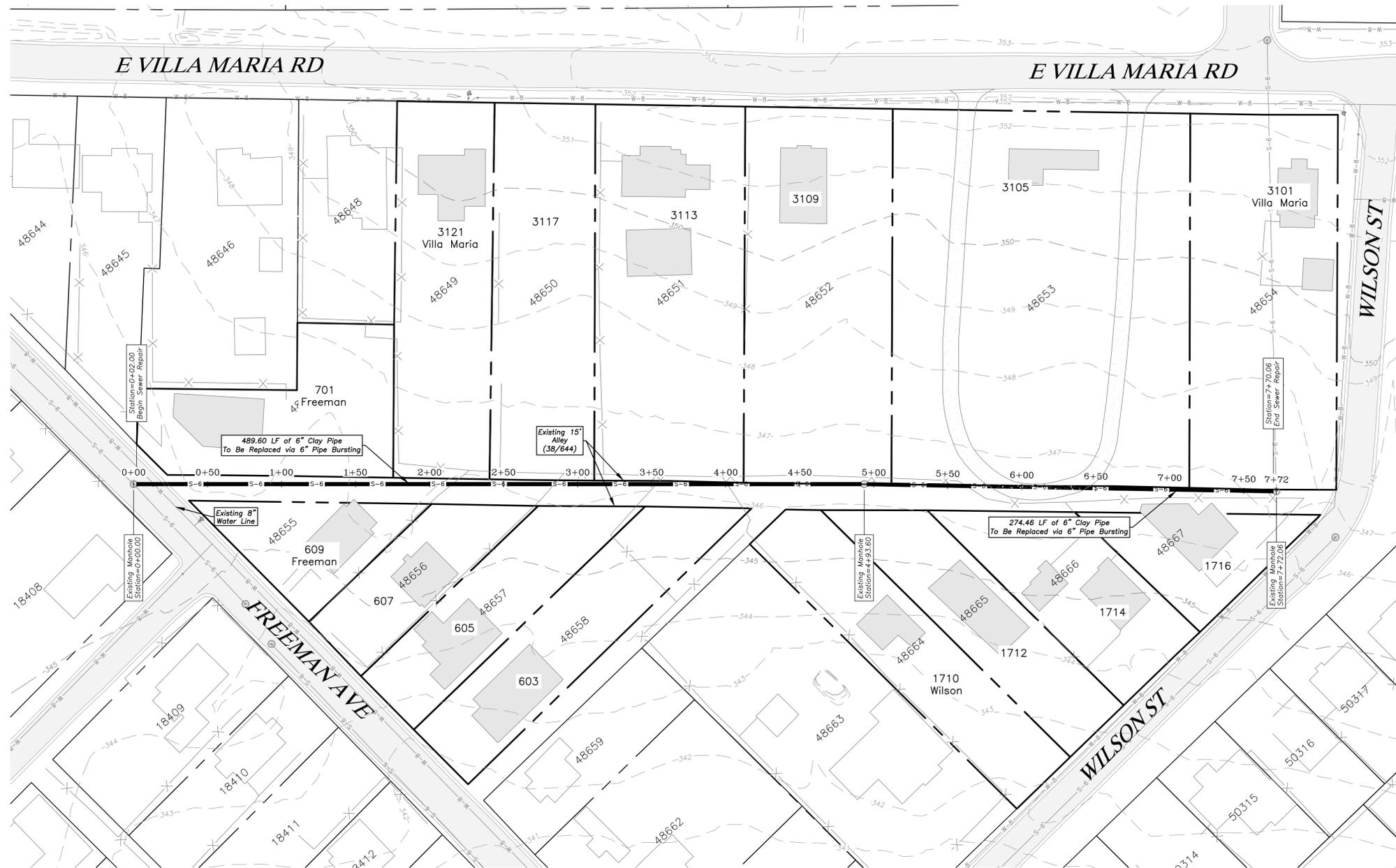
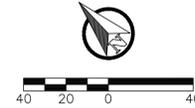
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No.	Revision/Issue	Date

*Project Name:*  
**2016 Miscellaneous Sewer Rehabilitation**  
*CIP Project No. D41517*

<i>Date:</i> Sep 2016	<i>Sheet:</i> C16
<i>Scale:</i> As Noted	

Plan: Freeman Avenue



- Note:**
1. Shaded homes are anticipated to have sewer services attached to the main shown under repair.
  2. Contractor shall verify location of all existing utility lines and services prior to construction.
  3. For each residence affected by sanitary sewer construction, the contractor shall confirm that all sanitary sewer flow is properly leaving the residence.
  4. Final placement of all open cut sewer line shall be determined in the field, staked for alignment, clean outs and connections and approved by the City's Inspector prior to installation.
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  6. See Sheet C2 for complete project notes.

**Freeman Avenue**

*General Notes:*

1. All utilities shown are taken from the best available information based on construction utility documents obtained by J4 Engineering from City and Independent agencies and/or above ground field evidence. Shown positions may not represent as-built conditions.
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979-739-0567 gjoness@j4engineering.com  
Firm# 9951

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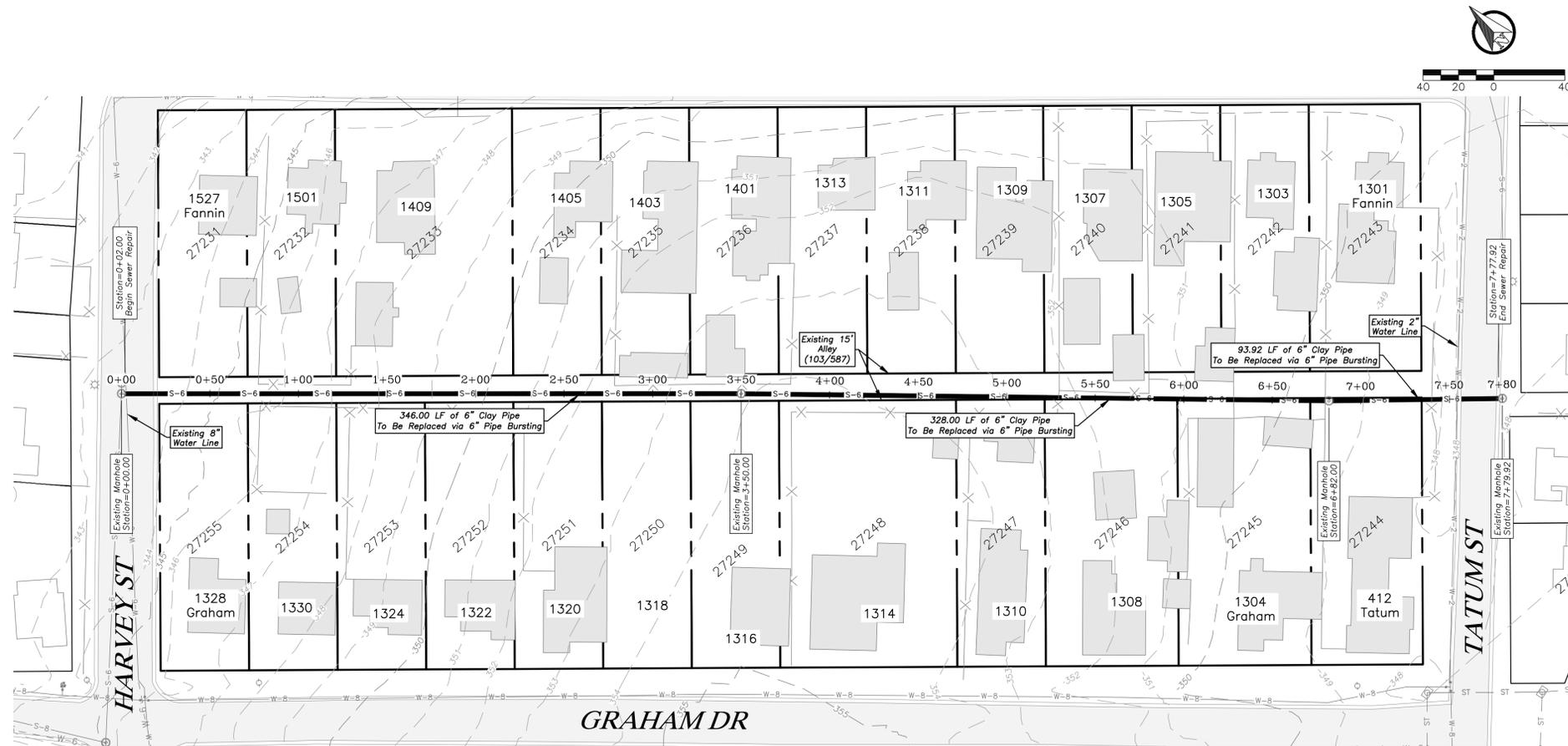
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No.	Revision/Issue	Date

Project Name:  
**2016 Miscellaneous Sewer Rehabilitation**  
CIP Project No. D41517

Date: Sep 2016	Sheet: C17
Scale: As Noted	

Plan: Graham Drive



Graham Drive

General Notes:

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- All construction shall be in accordance with the current BCS Standard Specifications, Details, and Design Guidelines for Water, Sewer, Streets, and Drainage, unless otherwise noted.
- It is the intent of these plans to comply with all City of Bryan guidelines, details, and specifications.

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PO Box 5192 - Bryan, Texas - 77805  
979-739-0567 gjonas@j4engineering.com  
Firm # 9951

Seal:



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- Note:
- Shaded homes are anticipated to have sewer services attached to the main shown under repair.
  - Contractor shall verify location of all existing utility lines and services prior to construction.
  - For each residence affected by sanitary sewer construction, the contractor shall confirm that all sanitary sewer flow is properly leaving the residence.
  - Final placement of all open cut sewer line shall be determined in the field, staked for alignment, clean outs and connections and approved by the City's Inspector prior to installation.
  - All proposed manholes for this project shall be ordered only after the Contractor has field verified the conditions of the new manhole and with the approval of the Project Manager. The City is not responsible for incorrect orders.
  - See Sheet C2 for complete project notes.

No.	Revision/Issue	Date

Project Name:

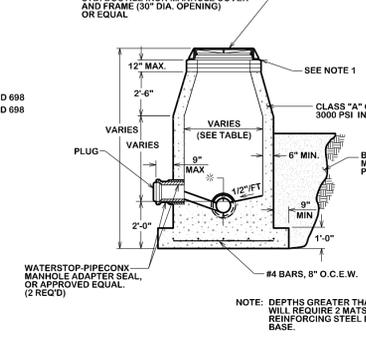
**2016 Miscellaneous Sewer Rehabilitation**

CIP Project No. D41517

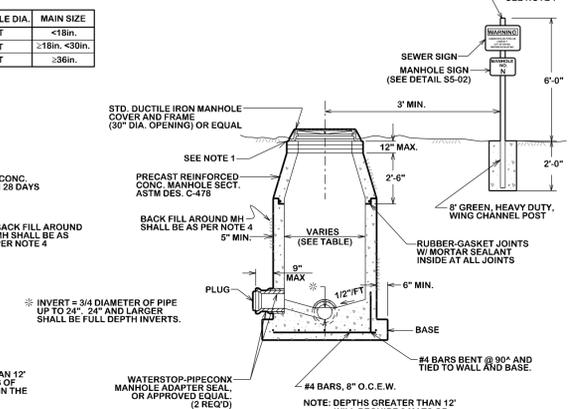
Date: Sep 2016  
Scale: As Noted  
Sheet: C18

- NOTES:
1. A MAX. OF 4 AND A MIN. OF 2 THROAT RINGS SHALL BE USED AT EACH MANHOLE IN NEW OR EXISTING RIGHT-OF-WAY.
  2. USE ADEKA SEALANT OR APPROVED EQUAL BETWEEN RINGCOVER, ADJUSTMENT RINGS AND CHIMNEY OR CORBEL/COLE SECTION.
  3. MANHOLE BASE THICKNESS AND FOUNDATION FROM FLOWLINE TO RIM AS FOLLOWS:  
MANHOLE DEPTH (FT.)    BASE THICKNESS  
0 - 12'                      8"  
12 AND OVER              12"
  4. MANHOLE LOCATION AND COMPACTION AS FOLLOWS:  
LOCATION                      COMPACTION REQUIREMENT  
PAVEMENT                    98% STANDARD PROCTOR - ASTM D 698  
LANDSCAPE AREA            90% STANDARD PROCTOR - ASTM D 698
  5. NO RINGS ARE REQUIRED OUTSIDE OF STREET RIGHT-OF-WAY.
  6. IN FLOODPLAINS OR AREAS OF CONCENTRATED FLOW, THE CONE SHALL EXTEND 1 FOOT ABOVE THE BASE FLOOD ELEVATION OR A BOLT DOWN WATER-TIGHT RING AND COVER SHALL BE USED, VENTED WHERE REQUIRED.
  7. WARNING SIGNS ONLY TO BE PLACED WHERE SEWER CROSSES OPEN FIELDS.

MANHOLE DIA.	MAIN SIZE
4 FT	<18in.
5 FT	<18in. <30in.
6 FT	>36in.



CAST-IN-PLACE MANHOLE



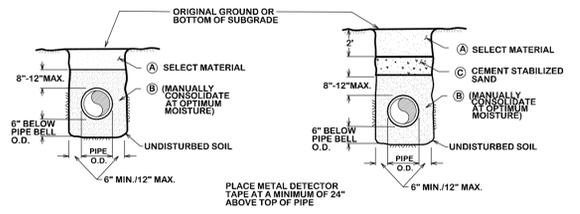
PRE-CAST MANHOLE

STANDARD MANHOLE

S1-00

- NOTES:
1. FROM BEDDING AND TRENCHING WITHIN ALL EXISTING PAVED AREAS, SEE DETAILS FOR OPEN CUT STREETS. (Details S1-00, S1-01, S1-02). THIS NOTE DOES NOT APPLY TO STREETS BEING RECONSTRUCTED.
  2. ALL BEDDING & INSTALLATION OF PVC PIPE SHALL BE IN ACCORDANCE TO ANSHAWWA STANDARDS FOR PVC PIPE.
  3. ALL BEDDING & INSTALLATION OF DUCTILE IRON PIPE SHALL BE IN ACCORDANCE TO ANSHAWWA C150A21.50.
  4. COMPACTION SHALL BE ATTAINED BY MECHANICAL TAMPING.
  5. ALL TRENCHES SHALL BE BACK FILLED AND TEMPORARY PAVING OR PLANKING PLACED AT THE END OF EACH WORKING DAY.

- SELECT NATIVE MATERIAL. MATERIAL EXCAVATED FROM THE DITCH, (WHICH IS FREE OF ROCKS, LUMPS, CLODS, OR DEBRIS LARGER THAN TWO (2) INCHES IN THE LARGEST DIMENSION), COMPACTED TO A MINIMUM OF 90% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D698 (STANDARD) AT A MOISTURE CONTENT WITHIN OPTIMUM TO +4% OF OPTIMUM UNDER NON-STRUCTURAL AREAS (i.e., YARDS, PASTURES, EASEMENTS) AND TO A MINIMUM OF 98% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D698 (STANDARD) AT A MOISTURE CONTENT WITHIN OPTIMUM TO +4% OF OPTIMUM UNDER NEW STREET AREAS AND STREETS TO BE RECONSTRUCTED.
- GRANULAR MATERIAL. MATERIAL SHALL BE BANK RUN RIVER SAND WHICH IS FREE OF DETRIMENTAL QUANTITIES OF CLAY, DEBRIS, OR ORGANIC MATERIAL, AND WHICH, WHEN TESTED BY STANDARD LABORATORY METHODS, MEET THE FOLLOWING REQUIREMENTS:  
 MAXIMUM LIQUID LIMIT                      45  
 MAXIMUM PLASTICITY INDEX                15  
 MAXIMUM PERCENT PASSING NO. 200 SIEVE    35  
 MINIMUM PERCENT PASSING 3/4" SIEVE        100  
 THE MATERIAL SHALL BE FREE FLOWING AND WHEN WET, SHALL NOT ADHERE TO FORM A BALL WHEN PRESSED IN THE HAND.
- CEMENT STABILIZED SAND

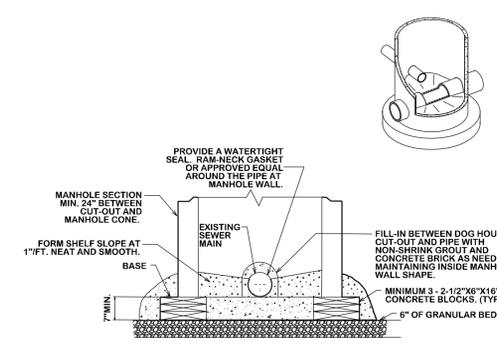


BEDDING AND TRENCH FOR DI PIPE & PVC PIPE

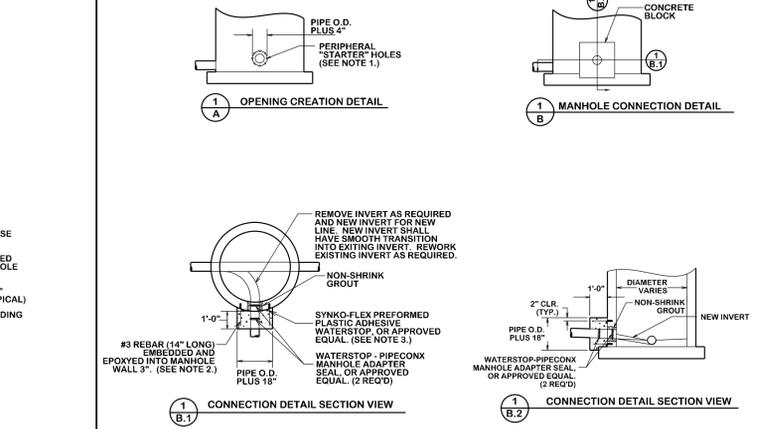
S1-01

- NOTES:
1. FLOW SHALL BE MAINTAINED DURING CONSTRUCTION.
  2. THIS DETAIL TO BE USED WHEN A 6" OR LARGER LATERAL NECESSITATES CONSTRUCTION OF A NEW MANHOLE.
  3. FOR ADDITIONAL STANDARDS NOT SHOWN, SEE "STANDARD MANHOLE" DETAIL S1-02.
  4. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPORT OF EXISTING SEWER DURING INSTALLATION OF MANHOLE.
  5. DOGHOUSE OPENING MAY ONLY BE USED WHEN PLACING A NEW MANHOLE OVER AN EXISTING LINE; OTHERWISE, THE OPENING MUST BE CAST, SIZE, LOCATION, AND ANGLE OF ENTRY SHALL BE AS REQUIRED BY THE PLANS.
  6. EXCAVATE TRENCH TO MIN. 13" BELOW BOTTOM OF EXISTING PIPE. COMPACT SUBGRADE. PLACE AND COMPACT 6" OF GRANULAR BEDDING. MONOLITHIC POUR OF MIN. 7" DEPTH, 6 SACK TOPPING MIX TO BE PLACED INSIDE, UNDER, AND OUTSIDE MANHOLE BARREL FROM SURFACE OF BEDDING TO CONCRETE BLOCK RISERS, TO A POINT APPROXIMATELY AT THE SPRING LINE OF THE EXIST. PIPE.
  7. DURING THE SAME POUR, THE FINISH MANHOLE SHELF SHALL BE FORMED AND FINISHED AROUND THE BARREL AND EXISTING PIPE AS SHOWN.
  8. AFTER CONCRETE SHELF HAS CURED, THE EXISTING PIPE SHALL BE SAW-CUT ON BOTH SIDES TO THE FINISHED SHELF GRADE AND REMOVED. THE EXISTING PIPE SHALL FORM THE TROUGH OF THE MANHOLE AS SHOWN. FILE CUT PIPE TO GIVE SMOOTH EDGES.

- NOTES:
1. 1" DIA. "STARTER" HOLES SHALL BE DRILLED THROUGH WALL OF EXISTING MANHOLE SPACED 3" APART CENTER TO CENTER. AFTER "STARTER" HOLES HAVE BEEN INSTALLED AND APPROVED BY A CITY INSPECTOR, THE CONTRACTOR SHALL BEGIN POURING THE CONCRETE INSIDE THE PERIPHERAL "STARTER" HOLES. CONCRETE SHALL BE REMOVED WITH PNEUMATIC HAND TOOLS.
  2. THE NUMBER OF REBAR DOVELS SHALL VARY WITH SIZE OF OPENING. REBAR SHALL NOT BE SPACED MORE THAN 12" CC.
  3. WATERSTOP SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURERS REQUIREMENTS.
  4. CONCRETE SHALL BE 3,000 P.S.I.



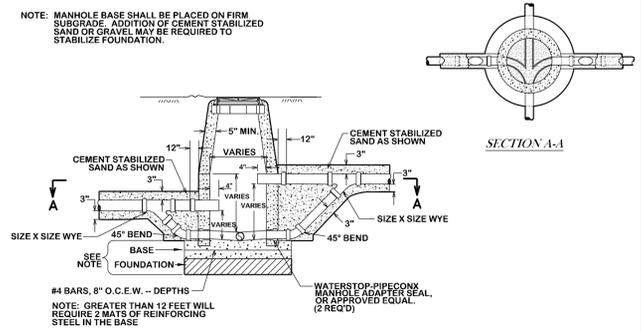
CITY OF COLLEGE STATION GRAVITY SEWER DOGHOUSE MANHOLE



STANDARD MANHOLE TIE-IN

S3-00

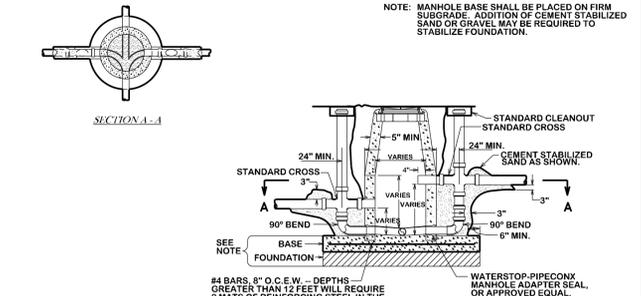
S3-01



CITY OF COLLEGE STATION OUTSIDE DROP MANHOLE

ONLY ALLOWED FOR MAIN LINE CONNECTIONS 6" AND LARGER

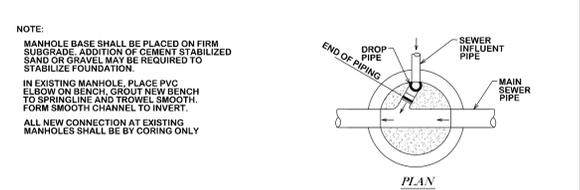
S2-00



CITY OF BRAYN OUTSIDE DROP MANHOLE

ONLY WHEN APPROVED BY CITY ENGINEER

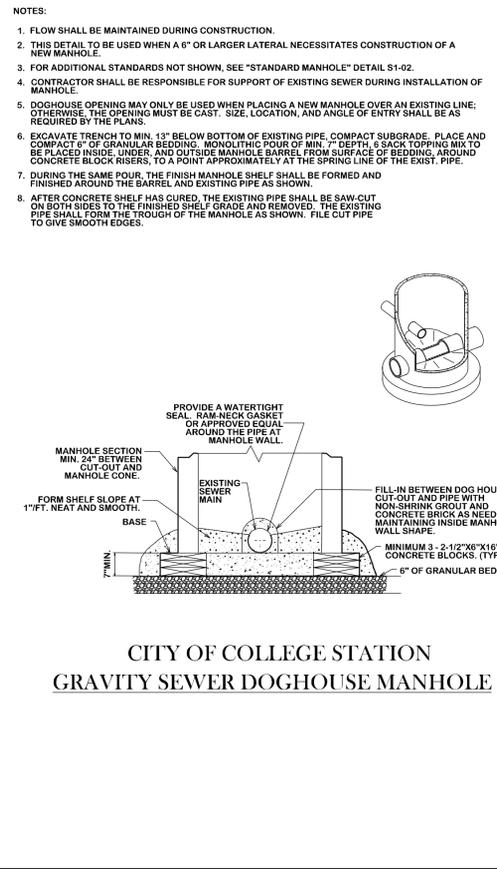
S2-01



STANDARD DROP MANHOLE

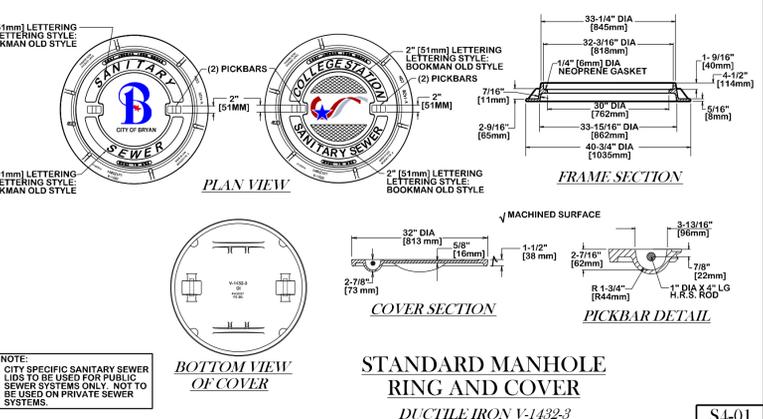
CITY OF BRAYN - DROP MANHOLE TO BE USED ON LINES UP TO 12" IN SIZE.  
CITY OF COLLEGE STATION - DROP MANHOLE TO BE USED ON LINES UP TO 1" IN SIZE.

S2-02



TYPICAL CONCRETE DRILLED PIER FOR AERIAL SEWER

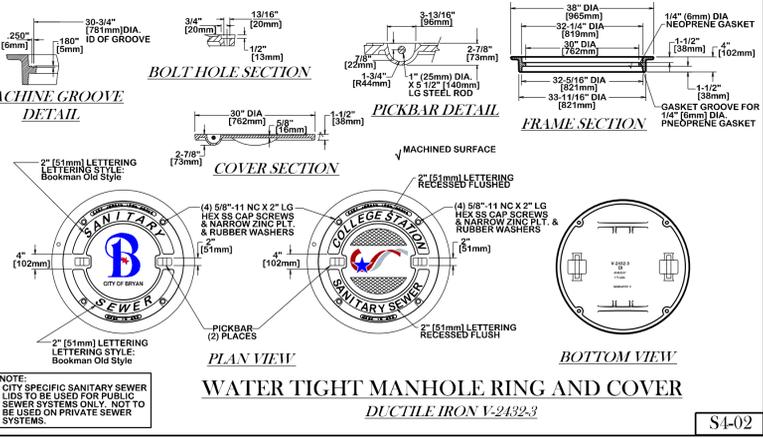
S4-00



STANDARD MANHOLE RING AND COVER

DUCTILE IRON V-1432-3

S4-01



WATER TIGHT MANHOLE RING AND COVER

DUCTILE IRON V-2432-3

S4-02

REVISIONS:

BRYAN - COLLEGE STATION  
STANDARD SEWER DETAILS



DRAWN BY: C.L.M.  
DATE: 08-01-12  
SCALE: N T S  
APPROVED: W.P.K.

FIGURE:  
S1  
SHEET 1 OF 2

**GENERAL NOTES:**

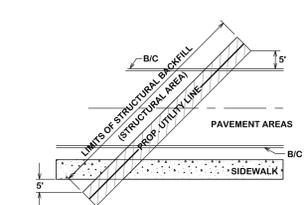
ALL AREAS WHERE EXISTING VEGETATION AND GRASS COVER HAVE BEEN BARED BY CONSTRUCTION SHALL BE ADEQUATELY BLOCK SODDED OR HYDROMULCHED AND WATERED UNTIL GROWTH IS ESTABLISHED. IN DEVELOPED AREAS WHERE GRASS IS PRESENT, BLOCK SOD WILL BE REQUIRED. BARED AREAS SHALL BE SEEDED OR SODED WITHIN 14 CALENDAR DAYS OF LAST DISTURBANCE.

APPROVED EROSION CONTROL MEASURES MUST BE INSTALLED DURING THE ENTIRE TIME THAT EARTH HAS BEEN BARED BY CONSTRUCTION AND SHALL STAY IN PLACE UNTIL ACCEPTABLE VEGETATIVE GROWTH IS ESTABLISHED AFTER CONSTRUCTION IS COMPLETE AND THEN REMOVED BY CONTRACTOR.

ALL EROSION CONTROL MEASURES SHOULD BE CLEANED OF SILT AFTER EVERY RAIN.

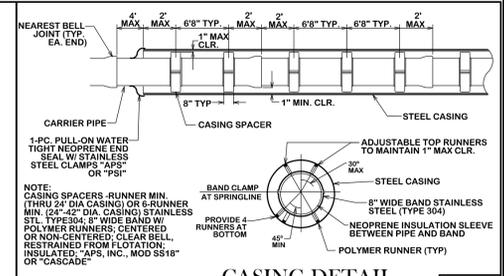
ESTABLISHMENT OF VEGETATION MAY BE A WARRANTY ITEM.

STRUCTURAL BACKFILL AREA INCLUDES ALL PAVED AREAS (SIDEWALKS, STREETS, ALLEYS, DRIVEWAYS AND PARKING AREAS) AND SHALL EXTEND 3' BEYOND THE CURB LINE. STRUCTURAL BACKFILL SHALL BE CEMENT STABILIZED (OPTION NO. 2 IN S1-01) OR EXCAVATED SOIL COMPACTED TO 98% MAXIMUM DRY DENSITY AS PER ASTM D698 WITHIN OPTIMUM TO +5% WET OF OPTIMUM (OPTION NO. 1 IN S1-01)



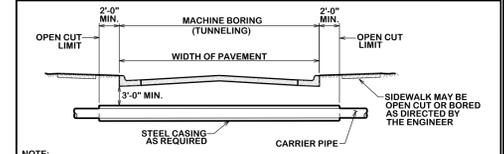
**STRUCTURAL BACKFILL AREA**

S5-00



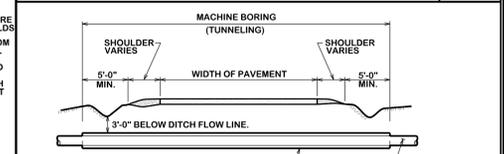
**CASING DETAIL**

S5-03



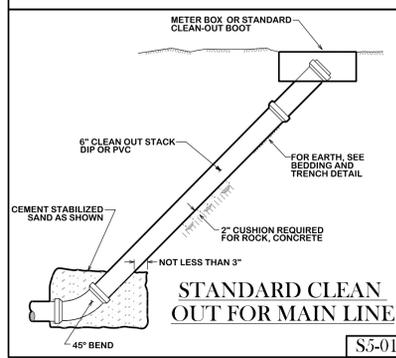
**TYPICAL URBAN CITY STREET CROSSING**

S5-04



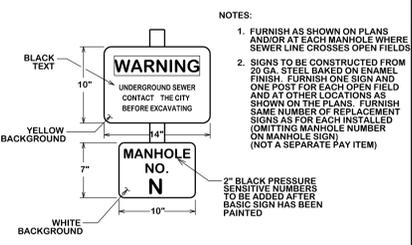
**TYPICAL RURAL STREET CROSSING**

S5-05



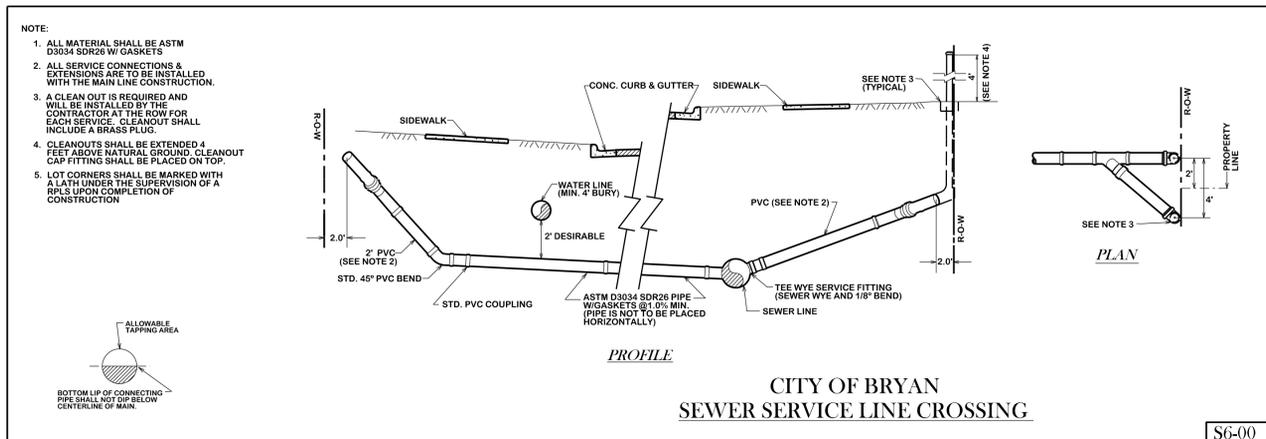
**STANDARD CLEAN OUT FOR MAIN LINE**

S5-01



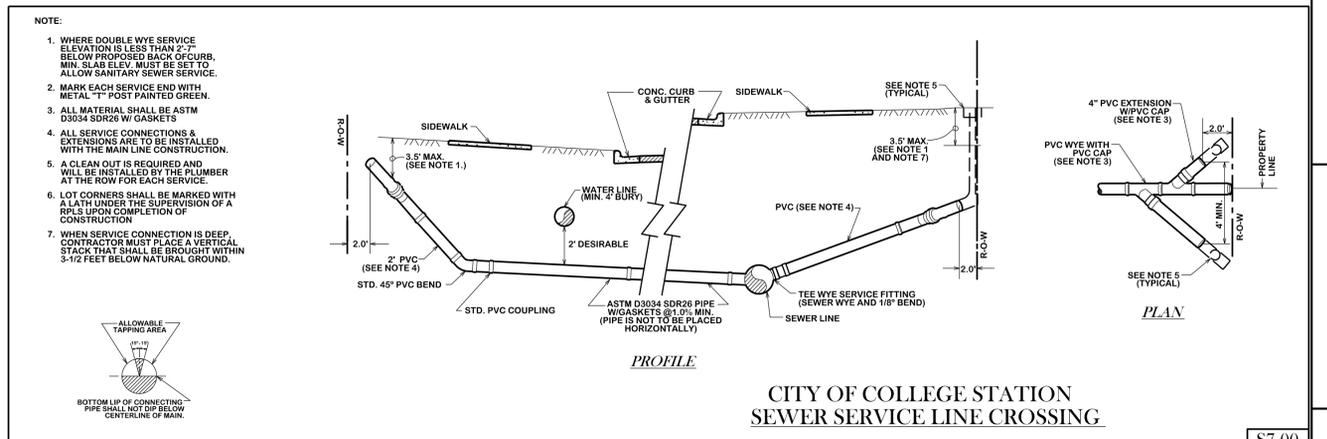
**SEWER WARNING AND MANHOLE IDENTIFICATION SIGN**

S5-02



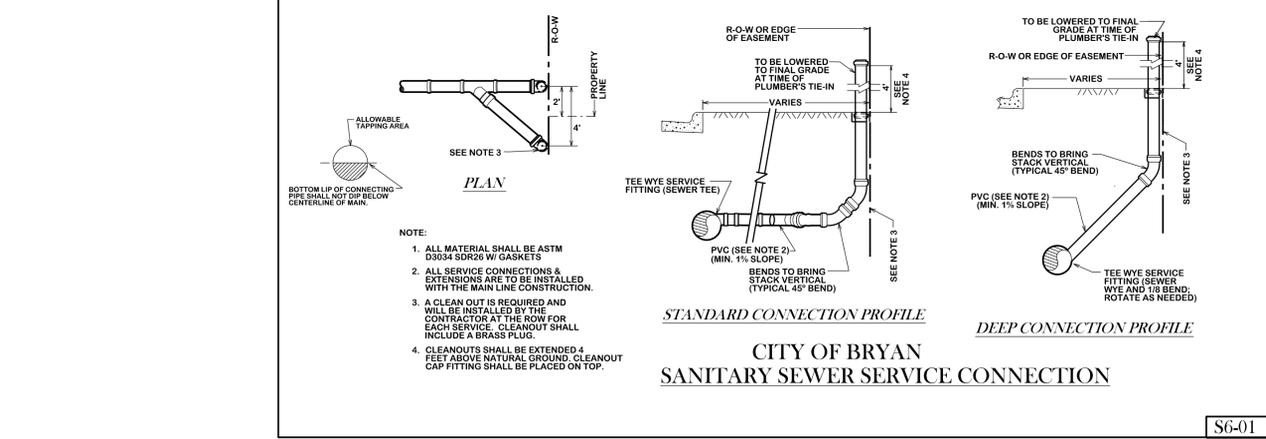
**CITY OF BRYAN SEWER SERVICE LINE CROSSING**

S6-00



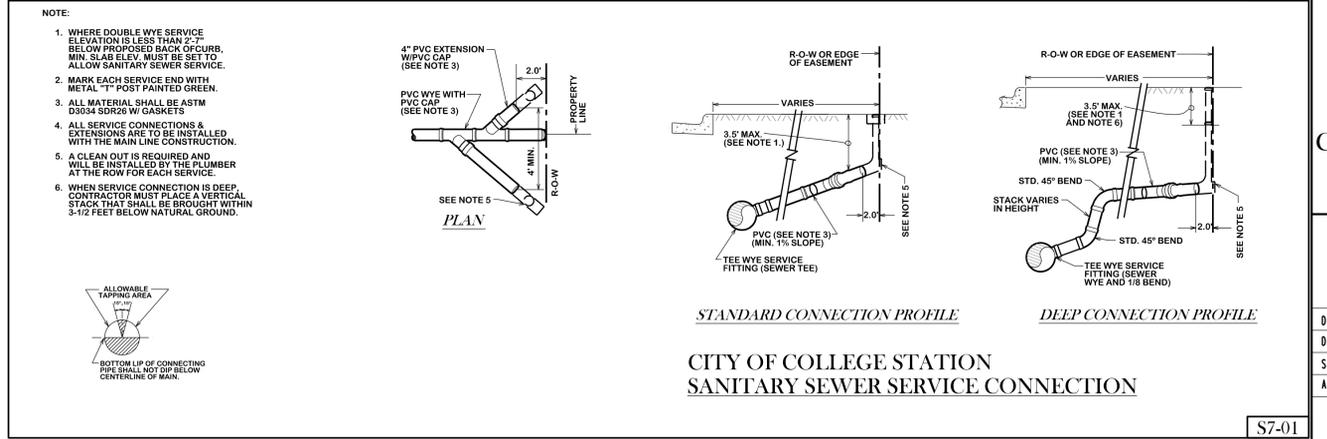
**CITY OF COLLEGE STATION SEWER SERVICE LINE CROSSING**

S7-00



**CITY OF BRYAN SANITARY SEWER SERVICE CONNECTION**

S6-01



**CITY OF COLLEGE STATION SANITARY SEWER SERVICE CONNECTION**

S7-01

**BRYAN - COLLEGE STATION  
STANDARD SEWER DETAILS**



**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**2016 MISCELANEOUS COLLECTION LINE REHABILITATIONS**

**CITY JOB NO. D41517**

**RFB # 16-068**



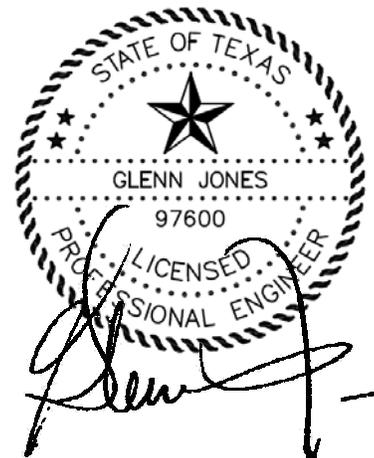
**CITY OF BRYAN**  
*The Good Life, Texas Style.™*

**PREPARED BY:**



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(979) 739-0567  
(979) 774-5025 fax  
[www.j4engineering.com](http://www.j4engineering.com)  
TBPE #9951

**September 2016**



**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
2016 MISCELLANEOUS COLLECTION LINE REHABILITATIONS  
CITY JOB NO. D41517  
RFB # 16-068**

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- **Request for Bids**
- **Schedule of Events**
- **Project Scope**
- **BID PROPOSAL PAGES (RETURN THIS SECTION WITH PROPOSAL)**
- **Statement of Bidder's Qualifications (RETURN THIS SECTION WITH PROPOSAL)**
- **City of Bryan Insurance Requirements**
- **Special Provisions**
- **Technical Specifications**

**CITY OF BRYAN STANDARD SPECIFICATIONS  
(not included but made part of this contract)**

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**Section 32 05 17 - Asphalts, Oils and Emulsions**

**Section 32 11 14 - Flexible Base Crushed Limestone**

**Section 32 11 16 - Subgrade Preparation**

**Section 32 11 27 - Reworking Base Material**

**Section 32 11 29.02 - Rolling**

**Section 32 11 34 - Cement Stabilization**

**Section 32 12 13 - Tack Coat**

**Section 32 12 13.23 - Prime Coat**

**Section 32 12 16 - HMAC**

**Section 32 12 36.14 - One Course Surface Treatment**

**Section 32 13 13 - Concrete Pavement**

**Section 32 16 13 - Concrete Curb & Gutter**

**Section 32 16 13.01 - Concrete Sidewalk**

**SEWER SPECIFICATIONS:**

**Section 33 01 30 - Testing for Sanitary Sewer Gravity Systems**

**Section 33 05 25 - Sanitary Sewer Pipe Bursting**

**Section 33 31 13 - Sanitary Sewer System**

**Section 33 39 13 - Manholes**

**Section 33 39 14 - Sewer Services**

**Section 33 39 14.01 - Connecting New Sewer Lines to Exist. Manholes**

- City of Bryan Record of Excavation
- Policy Utility Installation Notifications

- **Wage Scale**
- **Sales Tax Exemption Permit**
- **General Provisions and Requirements**
- **Sample Certificate of Insurance**
- **Contract**
- **Performance Bond**
- **Payment Bond**
- **Contractor's Affidavit of Bills Paid**

## **DISCLOSURE REQUIREMENTS**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at:

[http://www.bryantx.gov/departments/index.html?name=texas\\_ethics](http://www.bryantx.gov/departments/index.html?name=texas_ethics)

If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. Martin Luther King, Bryan, Texas 77803 or call (979) 209-5500.

**BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.**

## **DISCLOSURE OF INTERESTED PARTIES**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law 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. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The process as implemented by the Commission is as follows:

1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city “at the time the business entity submits the signed contract” to the city.
3. The city must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) .

## **REQUEST FOR BIDS**

Sealed bids will be received by the City of Bryan at the Purchasing Department Office until **September 29, 2016** and publicly opened and read aloud at **2:00 PM CDT**, same date, on the following commodities or services:

### **2016 MISCELLANEOUS COLLECTION LINE REHABILITATIONS**

**City Job No.: D41517**

**Bid Number: 16-068**

The **2016 Miscellaneous Collection Line Rehabilitations** project consists of the following:

- 15,254 LF      6" HDPE SDR 17 Sanitary Sewer Line, via Pipe Bursting 6" Pipe
- 1,870 LF      8" HDPE SDR 17 Sanitary Sewer Line, via Pipe Bursting 8" Pipe
- 6 EA            4' Standard Sanitary Sewer Manhole
- 338 EA        Reinstatement of existing sewer lateral connection

A pre-bid conference is scheduled at **10:00 AM CDT, September 20, 2016**, at the Purchasing Department Conference Room at 1309 E. Martin Luther King, Bryan, Texas 77803.

Bid forms, specifications and drawings may be secured at the Purchasing Department Office at 1309 E. Martin Luther King, Bryan, Texas 77803. These documents are available online at ***<http://brazosbid.cstx.gov/>***.

The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous and to award the bid to the vendor offering the best value to the City of Bryan. Additionally all bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in the determination of the best value including, but not limited to, the proximity of the bidder as it relates to their ability to perform the contract for the City of Bryan.

WEB POST DATE: September 08, 2016

## SCHEDULE OF EVENTS

- September 08, 2016 - Web site post-date.
- September 20, 2016 @ 10:00 a.m. C.D.T.- Pre-bid meeting to be held in the Purchasing Office, 1309 E. Martin Luther King, Bryan, Texas 77803.
- September 21, 2016 @ 10:00 a.m. C.D.T. - Deadline for written requests for clarifications to the RFB.
- September 22, 2016 – Deadline to Issue Final Addendum
- September 29, 2016 @ 2:00 p.m. C.D.T – Sealed bids delivered to the Purchasing Office located at 1309 E. Martin Luther King, Bryan, Texas 77803. Bids received after the time and date set for the opening of the bid will not be accepted and will be returned unopened.
- October/November 2016 Anticipated date of award.

## **PROJECT SCOPE**

### **2016 MISCELLANEOUS COLLECTION LINE REHABILITATIONS**

**City Job No.: D41517**

**RFB # 16-068**

The project involves the rehabilitation and installation of 8" & 6" sanitary sewer lines in several different locations within the City of Bryan. A description of the base bid is as follows:

- 15,254 LF 6" HDPE SDR 17 Sanitary Sewer Line, via Pipe Bursting 6" Pipe
- 1,870 LF 8" HDPE SDR 17 Sanitary Sewer Line, via Pipe Bursting 8" Pipe
- 15 EA 4' Standard Sanitary Sewer Manhole
- 338 EA Reinstatement of existing sewer lateral connection

# BID PROPOSAL INSTRUCTIONS

## (Proposal)

The following items must be included with the bid when it is submitted. The City reserves the right to reject any bid for failure to comply with these requirements.

The bid documents (Proposal Pages) may be removed from the specification booklet and submitted with a bid bond or cashier's check. It is not necessary to include copies of the addendums. A space to acknowledge receipt of addendums is included in the bid documents.

- ❑ An **executed Bidder's Bond** or Cashier's Check for an amount equal to 5% of the greatest amount of the bid. The bidder's original corporate seal must be affixed to the bid bond, or a resolution from the corporation's directors must accompany the bond that authorizes an individual to sign the bid proposal on behalf of the corporation.
- ❑ A **bid proposal** that has been fully completed and signed by the person authorized to represent the company submitting the bid. The proposal must use the same form or a photocopy of the form provided in the bid document. Acknowledgment of the receipt of any and all addenda to the bids must be provided on the proposal.
- ❑ If the bidder is a corporation, a copy of their "**Franchise Tax Certificate of Account Status**" showing all franchise taxes are current.
- ❑ A completed "**Statement of Bidder's Qualifications**" (this item may be submitted to the City within 3 working days of the bid opening for the proposal to be considered.
- ❑ All bidders must submit with their bid the "**Felony Conviction Notification form**" contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Additional information regarding these items is provided in the Proposal Pages that follow.

Bidders on this work will be required to comply with the President's Executive Order No. 11246 regarding non-discrimination in employment. The requirement for bidders and contractors under this order are available at the City of Bryan Engineering Department.

*In order to ensure a fair and public bid process, all questions related to this Request for Bid shall be addressed in writing via the **Brazos Valley Online Bidding System** (<http://brazosbid.cstx.gov/>). **Questions shall be submitted in writing to Karen Sonley ([ksonley@bryantx.gov](mailto:ksonley@bryantx.gov)) prior to 10:00 a.m. CDT on September 21, 2016.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Engineer. Failure to observe this requirement may be grounds for rejection of the Bid.*

**CITY OF BRYAN  
PROPOSAL**

DATE: \_\_\_\_\_

Proposal of \_\_\_\_\_  
a corporation organized and existing under the laws of the State of \_\_\_\_\_;  
or a partnership consisting of \_\_\_\_\_;  
or an individual trading as \_\_\_\_\_:

**TO THE CITY OF BRYAN  
BRYAN, TEXAS**

The undersigned hereby proposes to furnish all labor and material, tools, and necessary equipment, for the construction of the project, and to perform the work required for the construction of the said project, at the locations set out by the plans and specifications, in strict accordance with the contract documents.

The undersigned further agree to execute a contract within 5 business days from the date of notice of intent to award this proposal, or within such time as the City of Bryan may determine, and in case the undersigned fails or neglects to appear to execute the contract within the specified time, of which this proposal, the plans, specifications, special provisions and advertisements are a part, the undersigned will be considered as having abandoned it, and the Cashier's Check or Bidder's Bond in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars accompanying this proposal will be forfeited to the City of Bryan, Texas, by reason of such failure on the part of the undersigned.

The undersigned further agree that the proposal guaranty may be retained by the City of Bryan, Texas provided the under-signed is one of the three lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City of Bryan until the contract has been made by the successful bidder; otherwise, proposal guaranty may be obtained from the City Engineer after forty-eight hours from the time of opening the bids.

The undersigned certify that they are duly authorized to submit this Proposal and that this Proposal is made in good faith without collusion or connection with any other person, persons, partnership, company, firm, association or corporation offering bids on this work, and to do the work for the following bid item unit prices, their associated extended totals and sum of extended totals as listed on the following bid tabulation forms:

**VENDOR NAME:** \_\_\_\_\_

**BID PROPOSAL FOR  
2016 MISCELLANEOUS COLLECTION LINE REHABILITATIONS  
City Job No.: D41517 / RFB # 16-068**

ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
<b>General Construction Items</b>					
1	1	LS	Mobilization, Construction Staking, and Project Overhead		
2	1	LS	Traffic Control, complete and in place		
3	1	LS	(SWPPP), Erosion Control, and Site Restoration, including but not limited to silt fencing, inlet protection, protecting trees, surface restoration, replacing all landscape items, mailboxes, signs, private pavements, etc., removed or damaged by construction, complete in place.		
<b>General Construction Items Subtotal:</b>					
<b>Sanitary Sewer Improvement Items</b>					
4	15300	LF	Furnish & Install 6" HDPE SDR 17 Sanitary Sewer Line, via Pipe Bursting of existing 6" Pipe, complete and in place		
5	2000	LF	Furnish & Install 8" HDPE SDR 17 Sanitary Sewer Line, via Pipe Bursting of existing 8" Pipe, complete and in place		
6	500	LF	Furnish & Install 6" PVC (ASTM D3034, SDR 26) Sanitary Sewer Line, via Open-cut with Non-Structural Backfill, complete and in place		
7	500	LF	Furnish & Install 8" PVC (ASTM D3034, SDR 26) Sanitary Sewer Line, via Open-cut with Non-Structural Backfill, complete and in place		
8	15	EA	Furnish & Install 4' Standard Sanitary Sewer Manhole (6'-8' Depth), Include Tie Into Existing & Proposed Sanitary Sewer Line(s), Bedding, Backfill, & Testing, complete and in place		
9	30	VF	Furnish & Install Standard Sanitary Sewer Manhole additional vertical depth, Include Tie Into Existing & Proposed Sanitary Sewer Line(s), Bedding, Backfill, & Testing, complete and in place		
10	2	EA	Furnish & Install Over-flow Piping reconnects on sheet C5 & C16, as shown, complete and in place.		
11	340	EA	Furnish all labor and equipment for the reinstatement of existing sewer lateral connection of pipe bursting sewer rehabilitated lines using Romac CB Saddles, complete and in place.		

**VENDOR NAME:** \_\_\_\_\_

12	5	EA	Demo, Remove & Dispose of Offsite, existing sanitary sewer manhole, all sizes, as shown, complete and in place		
13	17300	LF	Furnish all labor and equipment to clean and CCTV existing sanitary sewer lines prior to pipe rehabilitation, complete and in place.		
14	17300	LF	Furnish all labor and equipment to clean and CCTV new sanitary sewer lines after pipe rehabilitation has been completed, complete and in place.		
15	750	LF	Furnish and install point repairs, where required, such as dropped joints, intruding service connections, collapsed pipe, sags in main or any other obstructions prior to the pipe bursting, complete and in place.		
16	750	LF	Furnish and install sag corrections, where required, prior to the pipe bursting, complete and in place.		
17	1	LS	Trench Safety, complete and in place		
<b>Sanitary Sewer Improvement Items Subtotal:</b>					
<b>TOTAL BID(General + Sanitary Sewer):</b>					
<b>Number of Working Days:</b>					<b>150</b>

**VENDOR NAME:** \_\_\_\_\_

**FELONY CONVICTION NOTIFICATION**

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**Vendor's Name:**

\_\_\_\_\_  
**Authorized Company Official's Name (Printed)**

\_\_\_\_\_  
Date

**A.** My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

**Signature of Company Official:**

\_\_\_\_\_

**B.** My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signature of Company Official:**

\_\_\_\_\_

**C.** Provide a general description of the conduct resulting in the conviction of a felony.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Company Official:**

\_\_\_\_\_

**D.** Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Company Official:**

\_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

**CERTIFICATION OF BID**

**CERTIFICATION and AUTHORIZATION:**  
**RFB # 16-068**

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

**By submitting a bid/proposal/SOQ, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the City Council of the City of Bryan within the first, second, or third degree of consanguinity (blood) or affinity (marriage).**

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Bid Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Order Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Remit Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Federal Tax ID No.: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned hereby declares that he has visited the sites and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon receipt of notice of intent to award the bid, Contractor will execute a formal contract within five (5) business days, and will deliver a Surety Bond in the amount of 100% of the total bid price for the faithful performance of this contract. The bid security attached, without endorsement, in the sum of (\$\_\_\_\_\_ ) Dollars, is to become the property of the City of Bryan in the event the contract and bond are not executed within the time above set forth, as administrative costs for the delay and additional work caused thereby.

TIME OF COMPLETION: The undersigned agrees to complete the work within 120 working days from the date designated by the Notice to Proceed.

The undersigned further declares that he will provide all necessary tools, and apparatus, do all the work, and furnish all materials, and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth. Additionally, the undersigned affirms that the firm is willing to sign the City's Standard Form of Contract as reflected in the specifications, if awarded the contract.

Acknowledgement for Receipt of Addendums:

Addendum Number _____	Initial _____
Addendum Number _____	Initial _____
Addendum Number _____	Initial _____

Respectfully submitted,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

NOTE: Do not detach bid from other papers. Fill in with ink and submit complete with attached papers.

**VENDOR NAME:** \_\_\_\_\_

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

Bidders who have not had a contract with the City of Bryan within the last five years must furnish sufficient written evidence that single bona fide contract, in excess of two-thirds of the face amount of this bid, have been successfully and satisfactorily completed on work of a similar nature. This evidence shall be furnished on the form that follows. The contractor must show job locations, type of projects, contract amounts, and dates completed. This information must also be furnished for any proposed subcontractors. Failure to submit this evidence shall be just cause for disqualification of the bid. The successful bidder, at the discretion of the City Council, may be required to furnish a complete financial statement prepared and certified to by a Certified Public Accountant.

**STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)**

Name of Company: \_\_\_\_\_

Years in Business: \_\_\_\_\_

**A. REFERENCES:** List projects on which a similar type of work was performed within the past five years.

**1.**

Project Name: _____	Completed Cost: _____
Describe work: _____ _____	
Owner: _____	Date Completed: _____
Contact Person: _____	Phone Number: _____

**2.**

Project Name: _____	Completed Cost: _____
Describe work: _____ _____	
Owner: _____	Date Completed: _____
Contact Person: _____	Phone Number: _____

**3.**

Project Name: _____	Completed Cost: _____
Describe work: _____ _____	
Owner: _____	Date Completed: _____
Contact Person: _____	Phone Number: _____

4.

Project Name:	_____	Completed Cost:	_____
Describe work:	_____ _____		
Owner:	_____	Date Completed:	_____
Contact Person:	_____	Phone Number:	_____

5.

Project Name:	_____	Completed Cost:	_____
Describe work:	_____ _____		
Owner:	_____	Date Completed:	_____
Contact Person:	_____	Phone Number:	_____

6.

Project Name:	_____	Completed Cost:	_____
Describe work:	_____ _____		
Owner:	_____	Date Completed:	_____
Contact Person:	_____	Phone Number:	_____

**STATEMENT OF BIDDER'S QUALIFICATIONS**  
(Continued)

**B.** Superintendent (field) & Project Manager (office) proposed for the project, years of experience in their position, and list of projects, which they managed.

**Projects that were managed by Superintendent:**

Superintendent's Name: \_\_\_\_\_ Number of Years Experience: \_\_\_\_\_

**Projects**

Project Name: \_\_\_\_\_ City/State: \_\_\_\_\_  
Project Name: \_\_\_\_\_ City/State: \_\_\_\_\_

**Projects that were managed by Project Manager:**

Project Manger's Name: \_\_\_\_\_ Number of Years Experience: \_\_\_\_\_

**Projects**

Project Name: \_\_\_\_\_ City/State: \_\_\_\_\_  
Project Name: \_\_\_\_\_ City/State: \_\_\_\_\_

## **CITY OF BRYAN INSURANCE REQUIREMENTS**

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City of Bryan. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to City of Bryan a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City of Bryan's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City of Bryan. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected**.

The City of Bryan reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. Workers' Compensation Insurance & Employers Liability Insurance** - Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.
- B. Commercial General Liability Insurance** - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City of Bryan. The City of Bryan and its agents, officers, officials, and employee shall be listed as an additional insured.
- C. Business Automobile Liability Insurance** - Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.
- D. Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City of Bryan and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.
- E. Deductibles, Coinsurance Penalties & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Bryan. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.
- F. Subcontractors** - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bryan accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**G. Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.

**H. Evidence of Insurance** – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City of Bryan within 10 business days by the successful Contractor’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City of Bryan.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.  
Upon request, Contractor shall furnish the City of Bryan with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:  
City of Bryan  
Risk Management  
PO Box 1000  
Bryan, TX 77805  
Emailed to: mquiroma@bryantx.gov

Failure of the City of Bryan to demand evidence of full compliance with these insurance requirements or failure of the City of Bryan to identify a deficiency shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

**I. Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits** – Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City of Bryan is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City of Bryan reserves the right to withhold payment to Contractor until coverage is reinstated.

**J. Contractor’s Failure to Maintain Insurance** – If the Contractor fails to maintain the required insurance, the City of Bryan shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.

**K. No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City of Bryan’s review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

# **SPECIAL PROVISIONS**

## **2016 MISCELLANEOUS COLLECTION LINE REHABILITATIONS**

**CITY JOB NO.: D41517**

**RFB # 16-068**

## **SPECIAL PROVISIONS-TABLE OF CONTENTS**

<b><u>SECTION NUMBER</u></b>	<b><u>DESCRIPTION</u></b>
SP 1.	City Project Manager & Design Engineer
SP 2.	Technical Specifications
SP 3.	Permits
SP 4.	Site and R.O.W. Preparation
SP 5.	Private Property Access and Notification
SP 6.	Subsurface Exploration
SP 7.	Utility Conflicts
SP 8.	Changes in Alignment
SP 9.	Traffic Control
SP 10.	Work Plan & Progress Meetings
SP 11.	Complaints
SP 12.	On-Site Supervisor
SP 13.	Soil Stratigraphy and Groundwater
SP 14.	Surface Structures
SP 15.	Drainage
SP 16.	Hand Excavation
SP 17.	Mobilization and Project Overhead
SP 18.	Solid Waste Coordination
SP 19.	Bid Quantities

### **SP 1. CITY PROJECT MANAGER & DESIGN ENGINEER:**

The design engineer for this project is **J4 Engineering**. The address of that firm is **PO Box 5192, Bryan TX 77805**. The phone number is **979-739-0567**. In addition J4 Engineering will also serve as the City's Project Manager. The project manager for the design firm is **Glenn Jones, PE-CFM**.

### **SP 2. TECHNICAL SPECIFICATIONS:**

Any reference to the Technical Specifications in this document shall mean the current edition of the Bryan/College Station Unified Standard Specification. For this project the Contractor shall use the 2012 design guidelines and specifications

### **SP 3. PERMITS:**

Contractor is responsible to obtain all necessary permits to accomplish the Work described within these documents. It is the Contractor's responsibility to coordinate with the City in order to determine all requirements and to meet such requirements.

### **SP 4. SITE AND R.O.W PREPARATION:**

The Contractor is to minimize construction activities within the drip line of all trees that are to remain. Protection of all vegetation (i.e. trees, plants, grass, other ground cover, etc) shall be the responsibility of the Contractor and shall be closely coordinated with the City's Project Manager. Removal and disposal of all vegetation shall also be the responsibility of the Contractor and shall only be done when specifically permitted by the City's Project Manager. All areas where existing grass has been disturbed by construction activities shall be revegetated at no additional cost to the project. Unless specifically shown otherwise on the Bid Proposal form, all costs for site and right-of-way preparation, including clearing, grubbing, protection, stripping of topsoil, and replacement of any vegetation shall be incidental to the work and shall be done for no additional compensation. Include all costs in related items of work.

### **SP 5. PRIVATE PROPERTY ACCESS AND NOTIFICATIONS:**

The work shall be conducted as to cause no greater obstruction to the public or property owners than is considered necessary by the City's Project Manager. The Contractor shall maintain access to private drives and public roadways to the extent possible and shall minimize the time of closure in the event closure is necessary. The Contractor shall closely coordinate any closures of public or private roadways and drives with the City's Project Manager. Notification to property owners/tenants of any public or private roadways and drives shall be in accordance with the methods prescribed by the City's Project Manager. Contractor is responsible for providing notification to property owners along the entire route of the project, but is strictly prohibited from inserting any notification flyers or sheets into mailboxes. Contractor shall submit a proposed letter and/or door hanger notification to City's Project Manager for review and approval prior to distributing to property owners. Contractor shall properly notify all emergency service providers, and all other entities deemed necessary by the City's Project Manager, in the event of a public roadway closure and shall maintain thorough records of all closures and notifications throughout the duration of the project. All notifications to emergency service providers shall be closely coordinated with the City's Project Manager. All private driveways shall be accessible by end of the day. In addition, Contractor shall digitally photo document all existing conditions prior to beginning work on private property. No additional compensation will be provided for digital photo documentation. Include all costs in related items of work.

## **SP 6. SUBSURFACE EXPLORATION:**

It is not represented that PLANS show ALL existing storm sewer, sanitary sewer, water, gas, telephone, petroleum or petroleum related pipelines and electrical facilities and other underground structures. 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.

Whenever existing utilities, not indicated on PLANS, present obstructions to grade and alignment of pipe, immediately notify Engineer and City's Project Manager, 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, 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's Project Manager or other entities. No remobilization will be paid.

It is the Contractor's responsibility to install the proposed pipeline and maintain proper clearances with all utilities and meet the regulatory requirements. Any damage to existing sprinklers or sanitary sewer service lines shall be repaired to City Project Manager's satisfaction at no additional cost to the project.

## **SP 7. UTILITY CONFLICTS:**

In the event a utility (known or unknown) including but not limited to (gas, electric, telephone, cable, 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 Project Manager's satisfaction to install the pipeline and avoid any conflict with the utility. The Contractor shall provide all the necessary documentation for performing such efforts. The documentation shall be either telephone conversations, memos, letters, meetings on site or other coordination efforts utilized to identify the unknown utility or pipeline. The City Project Manager will review all the documentation provided by the Contractor. In the event, the City Project Manager determines 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 contacting and coordinating with the utility or the pipeline company). During the period and until the relocation work is complete; the Contractor will move his crew to other project areas at his own expense.

The City will not be responsible for compensation resulting from the delays and coordination efforts by the Contractor. In the event 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.

### **SP 8. CHANGES IN ALIGNMENT:**

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 during construction to avoid conflicts, conditions encountered in the field, and to expedite construction. The Contractor is made aware that the sewer line may be required to be installed at a deeper elevation to avoid conflicts and to maintain clearances with utilities. No additional payment shall be made to the increased installation efforts expended to 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. Any coordination or verification of existing utilities (including but not limited to gas, electric, water, sewer, petrochemical pipeline) resulting from the realignment shall not be paid for separately and shall be incidental to project costs. In the event the Contractor desires additional time due to the conflict, the Contractor shall submit documentation supporting such request to the City Project Manager as per the project specifications. The City Project Manager will evaluate such request on a case by case basis and make appropriate decisions.

### **SP 9. TRAFFIC CONTROL (CITY OR TxDOT):**

Prior to commencing work within any City or TxDOT roadways, right-of-ways or easements, the Contractor shall erect all signs, barricades, lights and other traffic control devices in accordance with the most recent version of the Texas Manual On Uniform Traffic Control Devices to protect the traveling public, both vehicular and pedestrian, from all potential hazards resulting from the proposed construction activities. The Contractor shall be solely responsible for selecting the signs, barricades, lights and other traffic control devices that are appropriate and sufficient for the protection of the public. After initial erection of the traffic control equipment, the Contractor shall be solely responsible for the operation and maintenance of the signs, barricades, lights and other traffic control devices for the duration of the project including cleaning and replacement of damaged or stolen equipment. Upon completion and acceptance of the work, the Contractor shall remove all temporary signs, barricades, lights and other traffic control devices. Payment for the cost of erecting, operating, maintaining, replacing and or removing signs, barricades, lights and other traffic control devices shall be included in the unit price bid for Traffic Control.

### **SP 10. WORK PLAN AND PROGRESS MEETINGS:**

The Contractor shall be required to attend construction Progress Meetings as scheduled by the City's Project Manager throughout the construction of this project. The City's Project Manager may require such meetings as often as necessary to facilitate communication and coordination between the Owner and the Contractor. Before beginning construction and at each Progress Meeting, the Contractor shall submit to the City's Project Manager a detailed construction and sequence schedule (i.e. work plan) for review. The work plan shall be kept updated and detailed enough that the City's Project Manager can determine potential effects on traffic, construction signing and overall project schedule.

### **SP 11. COMPLAINTS:**

The Contractor is responsible for addressing all complaints from Citizens and commercial property owners caused due to the performance of his work. The Contractor shall take appropriate measures to address all complaints from the citizen and commercial property owner's to their satisfaction in a timely manner. The Contractor shall submit to the Engineer a letter from the citizen and commercial property owner acknowledging the complaints have been addressed and any repair work necessary work has been completed by the Contractor.

### **SP 12. ON-SITE SUPERVISOR:**

The Contractor shall have a supervisor present on the site at all times when on-site activities relating to the Work are occurring, except for periods of absence approved by the Engineer or the Owner when: (i) the supervisor's absence from the site is caused by compelling or emergency circumstances, and (ii) the Contractor makes suitable provisions for substitute supervision. The Contractor shall notify the Owner and the Engineer as soon as the need for an absence is known. Approvals of absences will not be unreasonably withheld.

### **SP 13. SOIL STRATIGRAPHY AND GROUNDWATER:**

Soils stratigraphy and groundwater conditions encountered during excavations may vary. The Contractor should collect additional subsurface information as he deems necessary to determine the conditions of the site. No additional payment shall be made nor will the City be responsible for compensation resulting from the delays associated with varying subsurface conditions.

### **SP 14. SURFACE STRUCTURES:**

The Contractor shall remove and replace all fences, mailboxes, structures, plants, landscaping, or other improvements necessary to perform the work at no additional cost to the project. Any temporary measures that may be necessary are subsidiary to the bid items within the proposal. Any surface structures damaged due to Contractor's performance of work, shall be replaced to the City's satisfaction, all at no additional cost to the project.

### **SP 15. DRAINAGE:**

Drainage is of utmost importance to this project. Work necessary to provide drainage during construction, including maintaining existing ditches, swales, channels, culverts, and storm sewers and including temporary construction and maintenance of ditches and drainage ways or diversion pumping, will be considered incidental to the various pay items and no separate payment for this work will be made. All disturbed areas shall be cleaned, regraded and restored to original condition by the Contractor to the City's satisfaction. Yard swales and pipe drains disturbed during construction shall be repaired or replaced with positive drainage towards the street or other existing drainage structure or swale at no additional cost to the City. Any drainage pipes damaged during construction will be replaced by the contractor with no cost to the city.

### **SP 16. HAND EXCAVATION:**

The Contractor shall accomplish the construction by hand excavation while working in close proximity to utilities, structures, landscaping, trees, shrubs, swimming pools, etc. and whenever necessary or as directed by the project representative. Any additional costs associated with utilizing hand excavation shall not be paid for separately and shall be included in the unit price bid for the related item.

### **SP 17. MOBILIZATION AND PROJECT OVERHEAD:**

The bid item "Mobilization and Project Overhead" shall include and not be limited to the following: cost to mobilize and demobilize equipment to the project site, sediment control, construction staking, the cost of bonds and insurance, and all other incidental costs associated with the project. Payment will be made on the following schedule: 25% - first month of work, 50% - upon 50% of project completion, 25% - upon final acceptance.

### **SP 18. SOLID WASTE COORDINATION:**

Construction is not to impede weekly waste collection. Residential waste and brush & bulky service each occur once per week (not typically on the same day). The schedules are available at the City of Bryan's website [www.bryantx.gov](http://www.bryantx.gov) or can be reached directly at the following link [http://gis.bryantx.gov/gis/website/waste\\_collection/viewer.htm](http://gis.bryantx.gov/gis/website/waste_collection/viewer.htm) or obtained through the City of Bryan's Environment Services Department.

The contractor is to work with the City of Bryan Solid Waste Division to make certain the impact to citizens is minimized. The city may be able to schedule pickup early on particular streets so that construction delay is minimized. The contractor is to work with the city as needed including scheduling, assisting in relocating garbage cans, etc. Whenever city garbage collection trucks are denied vehicular access to residential curb side pickup the contractor must collect the filled cans from each property and locate them in an area accessible to the collection truck prior to scheduled pickup. The contractor must also return the empty cans that day. Cans that are not addressed are interchangeable amongst properties. The contractor may want to note on the door hanger notifications that residential waste and brush and bulky pickup will occur on regularly scheduled days but that pick-up will occur as early as 7:00 a.m. during this time to facilitate construction.

### **SP 19. BID QUANTITIES:**

The contractor shall be aware that the quantities shown within this proposal are estimated only at the time of bidding. The contractor shall conduct their own quantity take off for estimating and materials ordering purposes. Line item quantities will be paid based on field measurements of only work completed and materials installed. The City will not be responsible for, or pay for, materials ordered above the installed quantities

# **TECHNICAL SPECIFICATIONS**

## **2016 MISCELLANEOUS COLLECTION LINE REHABILITATIONS**

**CITY JOB NO.: D41517**

SECTION 33 05 25

**SANITARY SEWER PIPE BURSTING**

**ALL OTHER TECHNICAL SPECIFICATIONS**

*(Refer to City of Bryan Specifications & Standard Details, Current Edition)*

<http://www.bcsunited.net>

**SANITARY SEWER PIPE BURSTING**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. The Work of this Section consists of operations, equipment, methods, materials and required incidentals necessary for the replacement of wastewater mains by Pipe Bursting method. The Pipe Bursting process is defined as the trenchless reconstruction of existing wastewater mains by the simultaneous insertion of liner pipe within the bore of the host pipe, by breaking and expanding the host pipe. Only hydraulically and pneumatically operated equipment will be allowed for this method. The scope includes reconnection of existing wastewater service connections.

**1.2 RELATED WORK**

SECTION 31 23 33 - EXCAVATING, TRENCHING, & BACKFILL  
SECTION 31 78 00 - PIPE BORING, JACKING, & TUNNELING  
SECTION 33 31 13 - SANITARY SEWER SYSTEM  
SECTION 33 39 13 - MANHOLES  
SECTION 33 39 14 - SEWER SERVICES

**1.3 MEASUREMENT AND PAYMENT**

- A. Payment for pipe bursting host pipe will be made per foot, per pipe diameter, in accordance with the unit price bid, for furnishing and installing liner pipe, measured from end of pipe to end of pipe at the upstream and downstream manholes.
- B. Payment for building sewer lateral reinstatements will be made per each lateral connection diameter reinstated in accordance with the unit price bid.
- C. Payments will be made by the unit bid prices which will include all costs for the complete installation, including all labor, equipment, materials, supervision, insertion pits, access pits, manhole reconstruction at access pit locations, bypass pumping, embedment (bedding, haunching and initial backfill), field quality control (testing), sealing liner pipe at manholes, grouting annular space(s), building up, shaping and reworking manhole inverts and benches, and pre-installation/post-installation cleaning and television inspection. Any item(s) not specified shall be considered incidental to the work. Contractor shall include all incidental costs in their unit prices.
- D. Mobilization, trench safety systems, site restoration, SWPP, and traffic control, where and if applicable, will be by other bid items and paid for at their respective unit prices.

**1.4 SUBMITTALS**

- A. Shop Drawings:
  - 1. Details of the pipe bursting procedure, liner, and equipment depicting method of installation of both liner and lateral reinstatement.
  - 2. Proposed plan for bypassing sewage during liner pipe installation, if applicable.
- B. Quality Control:
  - 1. Provide pre and post television inspection reports along with digital video.
  - 2. Workers' Qualifications Data:

- i. The Contractor shall be certified by the manufacturer of the pipe bursting system that it is a fully trained licensed installer of their pipe bursting system. Contractor must provide a letter to the Owner documenting this requirement.
- ii. Submit the names and addresses of three (3) previous pipe bursting sewer rehabilitation projects, within the last five (5) years, comparable in all ways to this project. Briefly describe the nature of each project.
- iii. Personnel performing pipe bursting must be certified by manufacturer of pipe bursting system having successfully completed training in:
  1. Operating bursting head
  2. Installing proposed replacement pipe.
  3. Operation and maintenance of all equipment to be used.
- iv. Personnel performing fusing of liner pipe and fittings must be certified by manufacturer of fusing equipment having successfully completed training in:
  1. Handling replacement pipe materials.
  2. Butt fusion of pipe joints, saddle fusion of fittings for service laterals.
  3. Operation and maintenance of all equipment to be used.

C. Product Data:

1. Manufacturer's technical data, details, and specifications giving information on liner material composition, physical properties, and dimensions.
2. Manufacturer's recommended procedures for handling, storing, and installation of the liner, including reinstatement of lateral service connections.

## 1.5 REFERENCES

- A. This specification references the following American Society for Testing and Materials (ASTM) Standard Specifications which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standards unless specifically stated otherwise in this Specification.
1. D618 - Standard Practice for Conditioning Plastics for Testing.
  2. D1248 - Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
  3. D2122 - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings.
  4. D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
  5. D2657 - Standard Practice for Heat Fusion Joining of Polyolefin Pipe and Fittings.
  6. D3212 - Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
  7. D3350 - Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.
  8. *F714 - Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Outside Diameter*

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Liner Pipe: Liner Pipe shall be high-density polyethylene pipe and meet the applicable requirements of ASTM F714, ASTM D1248, and ASTM D3350.
1. Sizes of the insertions to be used shall be as shown on the plans or to renew the wastewater main to its original or greater than original flow capacity.
  2. All pipes shall be made of virgin material. No rework except that obtained from the manufacturer's own production of the same formulation shall be used.
  3. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters or other deleterious faults.
  4. Material color shall be white, gray or light colored, suitable for TV inspections.
  5. Unless otherwise noted in the plans or specifications, the minimum wall thickness of the polyethylene pipe shall meet the following:

<b>Typical Application</b>	<b>Depth of Cover (ft)</b>	<b>Separation Distance from Water Main (ft)</b>	<b>SDR (DIPS<sup>1</sup> HDPE)</b>	<b>Min. Pressure (psi)</b>
Gravity	< 10.0	≥ 9.0	17	100
		< 9.0	11	160
	> 10.0	As Required	11	160
Force Main	As Required	As Required	11	160

<sup>1</sup> Note: Only Ductile Iron Pipe Sizes (DIPS) shall be used unless otherwise specified in the plans.

### **2.2 TESTING REQUIREMENTS**

- A. Field acceptance of the sewer rehabilitation work shall be based on evaluation of the installation from post-installation TV video and direct inspection where possible.
1. Ground water infiltration of the liner shall be zero.
  2. Service connections shall be open, clear, and watertight.
  3. Liners shall be free of visual defects including pinholes, splits, cracks, lifts, kinks, delaminations, and crazing.
  4. Interior surfaces of the liners shall have a smooth appearance, fitted tightly to the shape of the host pipe.
- B. Should inspection reveal a defective liner or unsatisfactory grout sealing, corrective measures shall be taken as approved by the City Engineer and/or his representative, including replacement of the liner and regrouting if deemed necessary.

## **PART 3 – EXECUTION**

### **3.1 DELIVERY, STORAGE, AND HANDLING**

- A. Transport, handle, and store pipe and fittings as recommended by manufacturer. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the City Engineer and/or his representative, at the Contractor's expense, before proceeding further. Deliver, store and handle other materials as required to prevent damage.

### **3.2 PRE PIPE-BURSTING TELEVISION INSPECTION**

- A. A pre pipe-bursting television inspection of wastewater mains shall be performed to locate or confirm the breaks, obstacles, sags, other point repair items, and service connections. The City Engineer and/or his representative must review and approve the television inspection report and video prior to proceeding with any rehabilitation.

### **3.3 OBSTRUCTION REMOVAL**

- A. Identify any point repairs required, such as dropped joints, intruding service connections, collapsed pipe, sags in main or any other obstructions prior to the pipe bursting process. The Contractor shall remove all obstructions to perform pipe bursting operation, as necessary.
- B. All sags and grade problems in existing sewer lines shall be corrected. If the pre-construction television inspection reveals a sag in the sewer line, the Contractor shall be responsible for bringing the proposed sewer pipe to an acceptable grade without a sag. A sag is defined as any sewer line segment more than 3 feet in length which ponds water to a depth greater than 1 inch in the absence of sewer flow. The contractor shall take the necessary measures to eliminate the sag by the method of: pipe replacement or digging a sag elimination pit and bringing the bottom of the pipe trench to a uniform grade in line with the existing pipe invert or by measures that shall be acceptable to the City Engineer and/or his representative.
  - 1. Identification of Sags: Sags shall be identified by television inspection in the absence of sewage flow. Flow shall be blocked at an upstream manhole and diverted to another sewer line or downstream manhole below the segment of pipe to be inspected.
  - 2. Correction of Sags: Sags shall be corrected by open cut replacement or by adding additional bedding, material to bring the sag back to grade where access is available. For pipe enlargement methods, all sags identified on the pre-construction video tapes shall be corrected. With the approval of the Engineer, the Contractor may attempt to remove sags during the pipe bursting process. If the sags is not removed during this process the Contractor shall, at direction of the Engineer, excavate and install additional bedding under the pipe or other methods, if approved by the Engineer. The pipe shall then be backfilled to a point one foot above the exposed pipe with cement stabilized sand.
  - 3. In instances where sags are located under existing structures, the existing sewer line may be relocated using open cut or boring methods. The Engineer shall specifically review potential relocations and evaluate the constructability, economics, and engineering feasibility prior to construction work.

- C. The contractor shall notify the City Engineer and/or his representative for approval to make an excavation after having exhausted all other options to remove any obstruction or retrieve any pipe bursting tool or camera from the wastewater main.

### **3.4 DIVERSION PUMPING**

- A. The Contractor, when and where required, will divert wastewater flows for the cleaning, pipe bursting, television inspection, point repairs, obstruction removals, or other related work in this project as required to complete the work.
- B. The Contractor shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer during the execution of the work.
- C. If sewage backup occurs and enters buildings, the Contractor shall be responsible for cleanup, repair, property damage cost, and claims.

### **3.5 INSERTION PIT AND ACCESS PIT**

- A. Insertion or access pits shall be efficiently located so that total number of pits is minimized and footage of liner pipe installed in a single pull is maximized. Where possible, use existing manholes and excavations at point repair locations for insertion pits.
- B. To facilitate long insertion runs, intermediate insertion pits may be allowed at the most advantageous location to provide for replacement pipe to be installed in both directions. When insertion pits are required in the lanes of traffic, the operation shall be limited to one (1) lane of traffic or one-half (1/2) of the roadway, whichever is less.
- C. Insertion pits shall be only as large as required to accommodate the equipment. All pit dimensions and locations shall be approved by the City Engineer and/or his representative in writing, prior to beginning work.
- D. Manholes may be placed at insertion pit location as directed by the Owner.
- E. In the event the pipe bursting process requires the excavation of an insertion pit, the pipe through the pit shall be bedded in the required bedding material, as seen in Section 33 23 33.

### **3.6 PIPE BURSTING AND LINER INSERTION**

- A. Equipment used to perform the work shall be located away from buildings so as to minimize noise impact. Provide silencers or other devices to reduce machine noise as may be required.
- B. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment required to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances will the pipe be stressed beyond its elastic limit.
- C. The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service lines, sealing of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than four (4) inches, shall be allowed to protrude into the manhole to provide for occurrence.
- D. Following the relaxation period, the annular space may be sealed. Sealing shall be made with materials approved by the City Engineer and/or his representative and shall extend a minimum of eight (8) inches into the manhole wall in such a manner as to form a smooth, uniform, watertight joint.
- E. The new wastewater pipe shall be placed without damaging the pipe joints or completed pipe sections. Any pipe which has been damaged during installation shall be replaced by the Contractor.

### **3.7 PIPE JOINING**

- A. The polyethylene pipe shall be assembled and joined at the site using the thermal butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures used shall be used in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment.
- B. The butt-fused joint shall be true alignment and shall have uniform roll-backbeads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. When cool, all weld beads shall then be removed from both the inside and outside surface such that the joint surfaces shall be smooth. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe. All joints shall be subject to acceptance by the City Engineer and/or his representative prior to insertion. All defective joints shall be cut out and replaced at no cost to the City. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the City Engineer and/or his representative shall be discarded and not used.
- C. Terminal sections of pipe that are joined within the insertion pit shall be connected with a full circle pipe repair clamp. The butt gap between pipe ends shall not exceed one-half (1/2) inch.

### **3.8 EXTERNAL SERVICE CONNECTIONS**

- A. In providing re-connection of existing wastewater services, select service connection pipe diameter must match existing service with a minimum diameter of 4". Any existing service smaller than 4" shall be upsize to minimum of 4".
- B. All wastewater service connections shall be identified, located and excavated prior to the pipe insertion to expedite reconnection. Upon commencement, pipe insertion shall be continuous and without interruption from one manhole to another, except as approved by the Owner. Upon completion of insertion of the new pipe, the Contractor shall expedite the reconnection of services to minimize any inconvenience to the customers.
- C. Mechanical saddles shall be made of polyethylene pipe compound that meets the requirements of ASTM 01248, Class C; have stainless steel straps and fasteners, neoprene gasket and backup plate. Mechanical saddles shall be heat fusion saddles, Strap-On-Saddle Type as manufactured by Driscoplex™ or Tapping Saddle Manufactured by Fernco Joint Sealer Company, DFW Plastics, Inc. or approved equal. Once the saddle is secured in place; drill hole full inside diameter of saddle outlet in pipe liner.
- D. At all points where the polyethylene pipe has been exposed, as in starter excavations, at service connection fittings, outside of manholes, etc., the Contractor shall encase the pipe and fittings in a minimum of 12-inches, in all directions, of cement-stabilized sand.

### **3.9 FIELD TESTING**

- A. Tests for compliance with this specification shall be made as specified herein and in accordance with the applicable ASTM Specification. A certificate with this specification shall be furnished, upon request, by the manufacturer for all material furnished under this specification. Polyethylene plastic pipe and fittings may be rejected for failure to meet any requirements of this specification.

### **3.10 POST-PIPE BURSTING TELEVISION INSPECTION**

- A. Upon completion of pipe bursting operation and reconnection of the service laterals, Contractor shall conduct a video survey, in the presence of the City Engineer and/or his representative, of each rehabilitated sewer section, including service connections, to verify adequacy of the liner installation and repairs in accordance with these specifications. The Contractor shall remove and replace improperly bursted sewer mains at no additional cost to the City. The City Engineer and/or his representative must receive a post-television inspection report and video prior to final completion and acceptance of any rehabilitation work.

### **3.11 FINAL CLEANUP**

- A. Upon completion of installation, testing and inspection, clean and restore project area affected by work of this section.

**END OF SECTION**

City of Bryan  
**Record of Excavation**

**Instructions:** This record must be prepared for each excavation in a readable, descriptive, and accurate manner. All necessary signatures must be present and approved prior to commencement of work. This record must be retained for (3) years.

Division: \_\_\_\_\_ Date of Excavation: \_\_\_\_\_

Period that the Excavation is open: (dates) \_\_\_\_\_

Specific Location: \_\_\_\_\_

Purpose: \_\_\_\_\_

Class of soil determined to be: (check one)  A  B  C  
(See Appendix A to Subpart P)

Soil test used: \_\_\_\_\_

Visual:  Layered  Cohesive  Granular  Gravel  Utilities

Water drains from sides or bottom

Manual:  Plasticity  Dry Strength  Thumb Penetration

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. All public utility systems notified?                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Received permit to dig before digging?                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Time: _____ Date: _____<br>Person: _____                       |                              |                             |
| 3. Hazardous atmosphere tested?                                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Constructed means of egress from excavation?                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Controlled exposure to vehicle traffic?                     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Controlled exposure to falling loads?                       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Warning system for mobile equipment?                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Determined emergency rescue equipment needed and available? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Prepared for hazards of water accumulation?                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 10. Verified stability of adjacent structure?                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 11. Constructed protection from loose rock and soil daily      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 12. Scheduled a worksite inspection plan?                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 13. Prepared for fall protection?                              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**Excavation Diagram: (Include length, width, depth)**

**Diagram / Explain type of excavation protection: (Be specific and note distances)**

**Competent Person in Charge of Excavation:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **POLICY UTILITY INSTALLATION NOTIFICATION**

It is the policy of the City of Bryan Public Works Services Department and its Divisions that all city work forces and/or city contractors performing work involving the installation of underground utilities provide adequate notification to utility companies prior to the commencement of any excavation activity.

Notification of all utility companies shall occur at least 2 Working Days in advance of the planned excavation activity in accordance with Chapter 251 of the State of Texas Utilities Code, Title 5. A record of the notification time, date, and person contacted shall be made and retained for the City of Bryan's records. City work forces under the direction of the Director of Public Works, shall forward a copy of this notification record to the Public Works Services Department's office. Contractors performing work under the direction of the Engineering Division shall forward a copy of the notification record to the City Engineer's office so that it may be filed in the Engineering Division's files. A form entitled "Utility Installation Notification Check-Off List" shall be used to maintain a record of notification activities.

If a utility company that has been duly notified fails to respond to a request for locating their underground facilities within the prescribed period, City of Bryan work forces and/or contractors are advised that they must notify the utility company and/or companies that work will commence on the planned underground excavation within 1 Working Day. It is the responsibility of the various utilities to respond to a request that its lines be located.

In no event should a city work force and/or contractor delay its work activities for a period exceeding 3 Working Days. If an underground utility company has not responded within the prescribed 3 Working Days, city work forces and/or its contractors are advised to commence the underground excavation activity. After the above described notification period has expired, all responsibility for underground utility breaks and/or ruptures become the responsibility of the owning utility company.

The following procedure will be followed when an emergency excavation of underground facilities is required. If the emergency condition will permit notification time, city work forces and/or contractors shall notify all utility companies that an emergency condition exists that may involve underground facilities owned by the utility company. The nature, location and commencement time of the planned excavation work necessary to resolve the emergency condition will be communicated to the utility companies. The utility company or companies shall advise the agency conducting the emergency excavation of the time necessary for them to respond to a location request. City work forces and/or contractors (agencies making emergency excavation) shall not be required to delay emergency repairs for a period exceeding the time to respond indicated by the utility company or companies. In the event that the emergency condition does not provide city work forces and/or contractors time for notification, emergency work will be completed and any damage to underground facilities will be reported to the owning utility company immediately following completion of the emergency work activity. Damage information reported to the utility company involved shall include the type of damage, location, time that the damage occurred, name of city department and/or contractor along with address and telephone number. All damage to facilities resulting from an emergency condition that did not allow notification time for underground locations will be considered the responsibility of the owning utility company.

**UTILITY INSTALLATION NOTIFICATION  
CHECK-OFF LIST**

**CONTRACTOR** \_\_\_\_\_

**PROJECT NO./SUBDIVISION** \_\_\_\_\_

<b>UTILITY</b>	<b>DATE/TIME UTILITY CALLED</b>	<b>DATE/TIME UTILITY RESPONDED</b>	<b>NAME OF UTILITY CONTACT</b>
<b>Texas One Call</b>			
<b>Verizon</b>			
<b>C.O.B. Engineering Dept.</b>			
<b>C.O.B. Water Services</b>			
<b>BTU</b>			
<b>SuddenLink Cablevision</b>			
<b>Atmos Gas</b>			

Miscellaneous: \_\_\_\_\_

**TELEPHONE NUMBERS FOR LOCATION OF CABLES & LINES**

Texas One Call	1-800-245-4545
AT&T	1-800-252-1133
Sprint	1-800-443-1876
Southwestern Bell	1-800-669-8344
Verizon	1-800-344-8377
Southwestern Gas Pipeline	936-878-2482
Bryan Woodbine Gathering	979-778-8046 or 979-776-0285
BWOC	979-778-0069 or 979-776-0121
Exxon Pipeline Company	713-656-3315 or 979-272-8171
Energy Transfer	1-800-375-5702 or 210-403-7300
Atmos Gas	1-800-460-3030
SuddenLink Cablevision	979-846-2229
Wickson Crk. Spec. Utility District	979-589-3030

**WAGE SCALE**

As required by the Department of Labor in Washington, D.C., investigations have been made to determine the prevailing wage rates for the classes of labor expected to be involved in the various classes of labor on this project.

**PREVAILING WAGE RATES IN THE LOCALITY OF THIS PROJECT FOR  
LABORERS, WORKMEN AND MECHANICS**

<b>CRAFT</b>	<b>BASIC HOURLY RATES</b>
Agricultural Tractor	\$12.69
Asphalt Distributor Operator	15.55
Asphalt Paving Machine Operator	14.36
Asphalt Raker	12.12
Boom Truck	18.36
Broom or Sweeper Operator	11.04
Concrete Finisher (Paving)	12.56
Concrete Finisher (Structures)	12.56
Concrete Paving Finishing Machine Operator	15.48
Crane Operator (Hydraulic 80 Tons or Less)	18.36
Crane Operator (Lattice Boom 80 Tons or Less)	15.87
Crane Operator (Lattice Boom over 80 Tons)	19.38
Crawler Tractor	15.67
Directional Drilling Locator	11.67
Directional Drilling Operator	17.24
Electrician	26.35
Excavator (50,000 lbs or Less)	12.88
Excavator (over 50,000 lbs)	17.71
Flagger	9.45
Form Builder/Setter (Structures)	12.87
Form Builder/Setter (Paving and Curb)	12.94
Foundation Drill Operator (Truck Mounted)	16.93
Front End Loader Operator (3cy or Less)	13.04
Front End Loader Operator (Over 3 cy)	13.21
Laborer - Common	10.50
Laborer - Utility	12.27
Loader/Backhoe	14.12
Mechanic	17.10
Milling Machine	14.18
Motor Grader Operator (Fine Grade)	18.51
Motor Grader Operator (Rough Grade)	14.63
Painter - Structures	18.34
Pavement Marking Machine Operator	19.17
Pipe Layer	12.79
Reclaimer/Pulverizer	12.88

**CRAFT**

**BASIC HOURLY RATES**

Reinforcing Steel Worker	14.00
Roller Operator, Asphalt	12.78
Roller Operator, Other	10.50
Scraper Operator	12.27
Servicer	14.51
Spreader Box Operator	14.04
Structural Steel Worker	19.29
Traffic Signal/Light Pole Worker	16.00
Trenching Machine Operator, Heavy	18.48
Truck Driver - Tandem Axle Tractor w/ Semi-Trailer	12.81
Truck Driver - Lowboy/Float	15.66
Truck Driver - Single Axle	11.79
Truck Driver – Single or Tandem Axle Dump Truck	11.68
Truck Driver – Off Road Hauler	11.88
Welder	15.97
Work Zone Barricade Servicer	11.85

# SALES TAX EXEMPTION CERTIFICATE

01-339 (Back)  
(7/01/09)

## TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of Bryan, Engineering Division	
Address (street & number, P.O. Box or Route number) P. O. BOX 1000	Phone (Area code and number) (979) 209-5030
City, State, ZIP code BRYAN, TEXAS 77805	

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

CONTRACTOR: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State, ZIP Code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

All labor, materials, supplies and equipment purchased for and consumed or incorporated in the City of Bryan Construction.

Project: \_\_\_\_\_

Project Manager: \_\_\_\_\_

CIP No.: \_\_\_\_\_

Purchaser claims this exemption for the following reason:

This contract is to be performed for an exempt organization as defined by sections 11.11, 151.309, or 151.310 of the Tax Code of Texas. (Tax I.D. #1-74-6000441)

I understand that I will be liable for payment of sales and use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the contractor for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and depending on the amount of tax evaded, the offense may range from a Class B misdemeanor to a felony of the second degree.

Purchaser's Signature JOE HEGWOOD	Title CHIEF FINANCIAL OFFICER	Date JUNE, 2012
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.  
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.  
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

**CITY OF BRYAN  
GENERAL PROVISIONS AND REQUIREMENTS**

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## ITEM 1 - DEFINITION OF TERMS

- 1.1 **DEFINITION OF TERMS**: Wherever the words, forms or phrases defined herein or pronouns used in their place occur in these specifications, in the contract, in the bonds, in the advertisements, or any other document or instrument herein contemplated, or to which these specifications apply or may apply, the intent and meaning shall be interpreted as follows:
- 1.2 **ABBREVIATIONS**: Whenever the abbreviations defined herein occur on the Plans, in the specifications, contract, bonds, advertisement, proposal, 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:
- 1.3 **ADVERTISEMENT**: All of the legal publications pertaining to the work contemplated or under contract.
- 1.4 **BIDDER**: Any person, persons, partnership, company, firm, association or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.
- 1.5 **CITY**: The City of Bryan, Texas, a Municipal Corporation, acting by and through (a) its governing body, or (b) its City Manager, each of whom is required by Charter to perform specific duties. Responsibility for final enforcement of contracts involving the City of Bryan is by Charter vested in the City Manager.
- 1.6 **CITY ATTORNEY**: The City Attorney of the City of Bryan, Texas or his duly authorized assistants or agents.
- 1.7 **CITY COUNCIL**: The Council of the City of Bryan, Texas.
- 1.8 **CITY ENGINEER**: The City Engineer of the City of Bryan, Texas or duly authorized assistants, employees, or agents, including any inspectors, project managers, or others designated by the City Engineer to assist on the Project.
- 1.9 **CITY MANAGER**: The Manager of the City of Bryan, Texas.
- 1.10 **CITY SECRETARY**: The City Secretary of the City of Bryan, Texas or his duly authorized assistants or agents.
- 1.11 **CONTRACT**: The written agreement covering the performance of the work. The contract includes the advertisement, proposal, specifications, including special provisions, Plans or working drawings and any supplemental changes or agreements pertaining to the work materials thereof, and bonds.
- 1.12 **CONTRACTOR**: The person, persons, partnership, company, firm, association or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.
- 1.13 **CONTRACT BOND**: The security furnished by the Contractor and Surety as a guarantee on the part of the Contractor to execute the work in accordance with the terms of the contract.

- 1.14 **FINAL COMPLETION**: The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.
- 1.15 **INSPECTOR**: The authorized representative of the City Engineer assigned to supervise or inspect any or all parts of the work and the materials to be used therein.
- 1.16 **MAYOR**: The Mayor of the City of Bryan, Texas.
- 1.17 **PLANS**: All drawings pertaining to the contract and made a part thereof, including such supplementary drawings or addenda as the City Engineer may issue in order to clarify other drawings, or for the purpose of showing changes in the work hereinafter authorized, or for showing details not shown thereon.
- 1.18 **PROPOSAL**: The written statement duly filed with the City Engineer by the person, persons, partnership, company, firm, association, or corporation proposing to do the work contemplated, including the approved form on which the formal bids for the work are to be prepared.
- 1.19 **PROPOSAL GUARANTEE**: The security designated in the advertisement and proposal, to be furnished by each bidder as a guarantee of good faith to enter into a contract with the City and execute the required bonds for the work contemplated after the work is awarded him.
- 1.20 **RIGHT-OF-WAY**: The land provided by the City upon which to construct the proposed work.
- 1.21 **SPECIAL PROVISIONS**: The special clauses setting forth the conditions or requirements peculiar to the specific project involved, supplementing the standard specifications, and taking precedence over any conditions or requirements of the standard specifications with which they are in conflict.
- 1.22 **SPECIFICATIONS**: The directions, provisions, and requirements contained herein or in a special specification, supplemented by such "Special Provisions" and "Supplemental Agreements" as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the contract. Where the phrases "Or directed by the City Engineer", "Ordered by the City Engineer", or "To the satisfaction of the City Engineer" occur, it is to be understood that the directions, orders, or instructions to which they relate are within the limitations of the proposal and specifications. "Special Provisions" will cover work appertaining to a particular project and included in the proposal but not covered by the specifications and will govern and take precedence over specifications wherever in conflict therewith. "Supplemental Agreements" are written agreements entered into between the Contractor and the City are approved by the Surety, covering alterations and changes in Plans which are necessary to the proper completion of the work. Reference to standard specifications of Texas Department of Transportation (TxDOT), American Standard of Testing Materials (ASTM) and other organizations shall be interpreted to mean the latest published edition as of the date proposals are opened for this project.

- 1.23 SUBSTANTIALLY COMPLETED:** The term "Substantially Completed" means that in the opinion of the City Engineer the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.
- 1.24 SUPERINTENDENT:** The authorized representative of the Contractor.
- 1.25 SURETY:** The corporate body which is bound with the Contractor as a guarantee of good faith on the part of the Contractor to execute the work in strict accordance with the Plans, specifications and terms of the contract.
- 1.26 THE WORK:** All work, including the furnishing of labor, materials, tools, equipment, and incidentals, to be performed by the Contractor under the terms of the contract.
- 1.27 WORKING DAY:** A working day is defined as a calendar day, not including Saturdays, Sundays or legal holidays in which weather or other conditions not under the control of the Contractor will permit the performance of the principal unit of work underway for a continuous period of not less than seven (7) hours between 7 a.m. and 6 p.m. Work on days other than a "working day" may be requested up to 48 hours in advance and requires approval by the City Engineer. If allowed, a working day will be charged and the Contractor shall pay the City for the cost of inspections services equal to \$30.00 per hour for a minimum of 4 hours.
- 1.28 CALENDAR DAY:** A calendar day includes all 7 days of the week, excluding legal holidays, under which the performance of the principal unit of work shall be performed between the hours of 7 a.m and 6 p.m. A calendar day will be charged regardless of weather or other conditions not under the control of the Contractor, unless the City Engineer approves, in writing, a suspension of time.
- 1.29 BUSINESS DAY:** A business day is defined as a calendar day, not including Saturdays, Sundays, or legal holidays, between the hours of 8 a.m. and 5 p.m, during which business operations generally occur.

## ABBREVIATIONS

A.A.S.H.T.O.	American Association of State Highway and Transportation Officials	Conc.	Concrete
A.S.T.M.	American Society for Testing and Materials	Diam.	Diameter
		Cond.	Conduit
		Corr.	Corrugated
Asph.	Asphalt	Culv.	Culvert
Ave.	Avenue	Dr.	Driveway
Blvd.	Boulevard	Elev.	Elevation
C.I.	Cast Iron	F.	Fahrenheit
C.L.	Center Line	Ft. or '	Foot or Feet
C.O.	Clean Out	Gal.	Gallon
Lb.	Pound	In. or "	Inch or Inches
M.H.	Manhole	Lin.	Linear
Max.	Maximum	R.O.W.	Right-of-Way
Min.	Minimum	Sq.	Square
Mono.	Monolithic	Std.	Standard
No.	Number	St.	Street
%	Percent	Str.	Strength
P.S.I.	Pounds per Square Inch	Vol.	Volume
R	Radius	Yd.	Yard
Reinf.	Reinforced	Cu.	Cubic

Table A

## **ITEM 2 - INSTRUCTIONS TO BIDDERS**

### **2.1 PROPOSAL FORM**

The City will furnish bidders with proposal forms, which will include the following:

- Project Data - Describes general location and work to be performed including any special concerns.
- Bid Proposal - An itemized list of work to be performed, materials to be furnished and the time the work is to be completed.

### **2.2 QUANTITIES IN PROPOSAL FORM**

The quantities of the work and materials set forth in the proposal form or on the Plans approximately represent the work to be performed and materials to be furnished, and are for the purpose of comparing the bids on a uniform basis. Payment will be made by the City to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the Plans and specifications, and it is understood that the quantities may be increased or decreased as hereinafter provided, without in any way invalidating the bid prices. Any item of work not covered in the proposal will not be paid for directly, but shall be considered as subsidiary to a regular bid item.

### **2.3 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK**

Bidders are advised that the Plans, specifications, and other documents on file with the City Engineer shall constitute all the information, which the City will furnish. Bidders are required, prior to submitting any proposal, to read and thoroughly familiarize themselves with the specifications including but not limited to the General Provisions, Special Provisions, Project Data, Current B/CS Unified Technical Specifications and Details, Current Texas Department of Transportation (TxDOT) Standard Specifications, current TxDOT Material Specifications, proposal, contract, and bond forms carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, tests, and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion, and obtain all information required to make an intelligent proposal. No information given by the City or any official thereof, other than that shown on the Plans and contained in the specifications, proposals, and other documents, shall be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal is evidence that the bidder has made the examination, investigations, and tests required herein.

## **2.4 BIDDER QUALIFICATIONS**

Bidders who have not had a contract with the City of Bryan within the last five years must furnish sufficient written evidence that single bonafide contracts, in excess of two-thirds (2/3) of the face amount of this bid, have been successfully and satisfactorily completed on work of a similar nature. This evidence shall be furnished on a statement of bidder's qualifications included with the bid, and shall show job locations, type of projects, contract amounts and dates completed. The bidder must also complete a felony conviction notification form for any person convicted of a felony that will be working on the project. Failure to submit this evidence shall be just cause for disqualification of the bid. The successful Bidder, at the discretion of the City Engineer, may be required to furnish a complete financial statement prepared and certified to by a Certified Public Accountant.

## **2.5 PREPARATION OF PROPOSAL**

The Bidder shall submit his proposal on the forms furnished by the City. All blank spaces in the form shall be correctly filled in and the Bidder shall state the prices numerically, written legibly in ink or typed, for which he proposes to do the work contemplated or furnish the materials required. The numerical unit prices shall govern over all other numbers submitted on the proposal. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association or partnership, the name and address of each member must be given and the proposal signed by a member of the firm, association, or partnership, or person duly authorized. If the proposal is submitted by a company or corporation, the company or corporate name and business address must be given, and the proposal signed by an official or duly authorized agent, Powers of Attorney, authorizing agents, or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

If the Bidder/Contractor is a corporation, the original seal of corporation must be affixed to the bid bond, payment bond, performance bond and contract. If these documents are presented without the corporate seal, bidder/contractor must present a certificate of good standing from the Texas Secretary of State and must also present a separate resolution of the corporation's directors for each document stating that the individual whose signature appears on the document was authorized by directors to sign it on behalf of the corporation.

All addendums shall be acknowledged on the bid proposal; failure to do so may result in an automatic disqualification of the bid.

## **2.6 IRREGULAR PROPOSALS**

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

## **2.7 PROPOSAL GUARANTY**

No proposal will be considered unless it is accompanied by an acceptable Cashier's Check or acceptable Bidder's Bond, payable unconditionally to the City of Bryan, Texas. The cashier's check or bidder's bond shall be in the amount of, not less than, that shown in the bid proposal instructions. All bids shall remain subject to acceptance for 90 business days after the day of the bid opening, unless the City and the bidder mutually agree to extend past the first 90 business days, but the City may, at the City's sole discretion, release any bid and return the bid security before that date. The proposal guaranty is required by the City as evidence of good faith and as a guarantee that if notice of intent to award the contract is issued by the City, the Bidder will execute the contract within five (5) business days and will furnish the required bonds and insurance certificates within seven (7) business days after the receipt of the fully executed contract.

## **2.8 FILING OF PROPOSAL**

No proposal will be considered unless it is filed with the City Engineer's office in Bryan, Texas within the time limit for receiving proposals as stated in the advertisement. Each proposal shall be in a sealed envelope, plainly marked with the word, "Proposal", and the name or description of the project as designated in the Notice to Bidders. The proposal shall include the Proposal Form, Felony Conviction Notice, and Bonds. Statement of Contractor and References may also be submitted as part of the proposal.

## **2.9 WITHDRAWING PROPOSALS**

A Bidder may withdraw his proposal provided his request in writing to do so is in the hands of the officials indicated in the Notice to Bidders by the time set for opening of proposals. A Bidder may change the unit prices in his proposal provided his request to do so is submitted in writing and is in the hands of the City Engineer prior to the time set for opening of proposals. Requests by telephone, fax, or email for changes in bid prices or for withdrawal of proposals will not be considered.

## **2.10 OPENING PROPOSALS**

The proposals filed with the City Engineer will be opened and publicly read aloud as provided for in the Notice to Bidders, and shall thereafter remain on file with the City Engineer. No contract will be entered into based on such proposals until after at least two days have elapsed. Bidders or their agents are invited to be present.

## **2.11 DISQUALIFICATION OF BIDDER**

Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- (a) Reason for believing collusion exists among the Bidders.
- (b) Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated.

- (c) The Bidder being interested in any litigation against the City.
- (d) The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- (e) Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, background investigation by the City, etc.
- (f) Uncompleted work that in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.
- (g) Proposals in which prices are unbalanced (disproportionately allocated among the bid items).
- (h) The City of Bryan is adopting the written criteria for this project that Contractors with two (2) trench failure accidents including one (1) death resulting from trench failure in the last five (5) years will be grounds to disqualify bids. This disqualification is not automatic as the City reserves the right to study the corrective action and present preventative measure implied by Contractors who exceed these criteria.

## ITEM 3 - AWARD AND EXECUTION OF CONTRACT

### 3.1 CONSIDERATION OF BIDS

After proposals are opened, the proposals will be tabulated for comparison on the basis of the bid prices and quantities shown in the proposal. The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City**. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the City; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 6) Unauthorized alteration of bid form. City reserved the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to the ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan, and the bidder's compliance with City ordinances. The City of Bryan may conduct reference checks as needed to evaluate bids. The Contractor will be required to submit a list of 6 references with each bid proposal. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the bidder.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all

standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

### **3.2 AWARD OF CONTRACT**

The City shall award the bid to obtain the best value to the City. The City's determination of best value determination may be based on a number of factors including but not limited to the following:

- (a) the purchase price, including payment discount terms;
- (b) the reputation of the bidder and of the bidder's goods or services;
- (c) the quality of the bidder's goods or services;
- (d) the extent to which the goods or services meet the City's needs;
- (e) the bidder's past relationship with the City;
- (f) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (g) the total long-term cost to the City to acquire the bidder's goods or services; and
- (h) any relevant criteria specifically listed in this bid document.

The City reserves the right to withhold the award of the contract for a period of 90 business days from date of opening proposals. In no case will contract be awarded until at least two business days shall have elapsed from time of opening proposals. The City of Bryan reserves the right to award the bid in order to obtain the best value for the City.

### **3.3 RETURN OF PROPOSAL GUARANTY**

As soon as proposal prices have been tabulated for comparison of bids, the City may, at its discretion, return the proposal guaranties accompanying the proposals which, in its judgment, would not be considered in the award; all other proposal guaranties will be retained by the City until the required contract and bonds have been executed, after which they will be returned. No proposal guaranties will be returned until at least two business days shall have elapsed from time of opening proposals.

### **3.4 PERFORMANCE AND PAYMENT BONDS**

Within seven (7) business days after receiving the fully executed contract, the Contractor shall file with the City a good and sufficient performance bond in an amount equal to one hundred percent of the total amount of the contract, as evidenced by the proposal, guaranteeing the full and faithful execution of the work and performance of the contract.

When the contract amount is \$25,000 or more, a performance and a payment bond in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon faithful performance of the contract in accordance with the plans, specifications and contract documents and payment to all persons supplying labor and materials, and for the protection of the City and all other persons against damage by reason of negligence of the Contractor, or improper execution of the work, or the use of inferior materials shall be executed by the successful bidder and shall accompany the signed contract. Bonds shall

remain in full force and effect for one year after written notice of acceptance of the completed work is received from the City.

No sureties will be accepted by the City who are now in default or delinquent on any bonds or who are interested in any litigation against the City. All bonds shall be made on forms furnished by the City, and shall be executed by an approved surety company authorized to do business in the State of Texas and acceptable to the City. Each bond shall be executed by the Contractor and the sureties.

Should any surety on the contract be determined unsatisfactory at any time by the City Council, notice will be given the Contractor to that effect and the Contractor shall immediately provide a new surety satisfactory to the City. No payment will be made under the contract until the new surety or sureties, as required, have been accepted by the City.

No Performance and Payment bonds shall be required on any City contract less than \$25,000.00. In the event that these bonds are not furnished by the Contractor, only one estimate (final) will be paid and that shall be upon completion of the project.

### **3.5 EXECUTION OF CONTRACT**

The person or persons, partnership, company, firm, association, or corporation to whom a notice of intent to award a contract is provided shall, within five (5) business days after such notice, sign the necessary agreements and return four originals to the City. No contract shall be binding on the City until it has been attested by the City Secretary, approved as to form by the City Attorney, executed for the City by the designated City representative, and delivered to the Contractor.

If the Bidder/Contractor is a corporation, bidder/contractor must present a certificate of good standing from the Texas Secretary of State dated no more than 30 days preceding the date of submission of the bidder's proposal and must also present a separate resolution of the corporation's directors for each document stating that the individual whose signature appears on the document was authorized by directors to sign it on behalf of the corporation. All other business must provide proof of eligibility to conduct business in the State of Texas dated no more than 30 days preceding the date of submission of the bidder's proposal and evidence satisfactory to the City of Bryan that the bid and the contract and related documents have been duly authorized as applicable to the type of business entity.

### **3.6 FAILURE TO EXECUTE CONTRACT**

The failure of the bidder to execute the contract, provide the required bonds or provide proof of the required insurance coverage within the time allotted shall be considered by the City as an abandonment of his proposal and the City may annul the award. By reason of the uncertainty of the market prices of materials and labor, and it's being impracticable and difficult to determine accurately the amount of damages accruing to the City by reason of said bidder's failure to execute the contract, provide the required bond or provide proof of the required insurance coverage within the time allotted, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the City will suffer by reason of such failure on the part of the bidder, and shall thereupon

immediately be forfeited to the City. The filing of a proposal will be considered as an acceptance of this provision.

### **3.7 BEGINNING OF WORK**

The Contractor shall not begin work until notified in writing by the City Engineer to do so.

## **ITEM 4 - SCOPE OF WORK**

### **4.1 INTENT OF PLANS AND SPECIFICATIONS**

The intent of the Plans and specifications is to prescribe a complete work or improvement, which the Contractor undertakes to do in full compliance with the Plans, specifications, special provisions, proposal and contract. Unless otherwise provided, the Contractor shall furnish all labor, tools, materials, machinery, equipment, and incidentals necessary for the proper prosecution and completion of the work.

### **4.2 SPECIAL PROVISIONS**

Should any work or conditions which are not covered by these specifications be anticipated on any proposed work, "Special Provisions" for such work will be prepared by the City previous to the time of receiving the bids, and shall be considered as a part of the specifications and contract and complied by the Contractor.

### **4.3 INCREASED OR DECREASED QUANTITIES OF WORK**

The City reserves the right to alter the quantities of work to be performed by either increasing or decreasing the quantities at any time when it is found necessary, and the Contractor shall perform the work as altered, increased or decreased, at the contract unit prices. Any allowance will not be made for anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

### **4.4 ALTERATION OF PLANS AND SPECIFICATIONS**

The City reserves the right to make such changes in the Plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original Plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract and bond.

### **4.5 EXTRA WORK**

When any work is necessary to the proper completion of the project for which no prices are provided for in the proposal and contract, the Contractor shall do such work, but only when and as ordered in writing by the City Engineer. Payment for extra work will be made by "Supplemental Agreement" as outlined in Item 9 - Measurement and Payment.

### **4.6 STORMWATER POLLUTION PREVENTION**

The Contractor shall comply with the TCEQ Construction General Permit No. TXR 150000 and maintain appropriate SWPPP documentation on site.

The Contractor shall take precaution to prevent the deposition of mud from the construction site on adjoining property, roads, streets and alleys during construction.

These shall remain in a clean and usable condition. The contractor is responsible for providing erosion control measures during all phases of construction. Appropriate use of silt fence and storm sewer inlet protection is the contractor's responsibility and should be maintained throughout the projects duration. The contractor shall place plastic, wood, or another barrier between spoils and paved areas to prevent embedding into the pavement.

For waterline or sewer line construction, the Contractor shall keep adjacent streets and/or alleys in a clean and usable condition as the job progresses. All sedimentation control measures shall be maintained in an effective operating condition during construction. This will prevent removal of sediment and mud from the project by wind or water.

#### **4.7 FINAL CLEANUP**

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work all surplus and discarded materials, temporary structures, and debris of every kind. All equipment shall be removed from the job site after completion or acceptance of the construction work. If excavated material is placed on private property, it shall be the Contractor's responsibility to provide the City Engineer with a written statement signed by the property owner stating that the property owner requested the material and is satisfied with the condition in which the property was left. All excavated material containing any oil based products or asphaltic products must be disposed of at a licensed sanitary landfill. All brush that is not burned must be disposed of at a licensed compost facility. The Contractor will be allowed to burn debris in the right of way, provided that he obtains a permit to burn said debris from the City of Bryan Fire Marshall twenty-four (24) hours in advance of any burning. Permits will be issued on a day to day basis only and the Contractor shall be totally responsible for any damage incurred due to burning. No brush, oil- based soil, or asphaltic products will be allowed to be placed on private property. Material is not to be placed in floodplain without prior approval by the City's Floodplain Administrator. The Contractor shall be totally responsible for any damage incurred due to illegal dumping. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at a licensed sanitary landfill or as directed by the City Engineer. No payment will be made for this work, its cost being subsidiary to the various bid items.

## **ITEM 5 - CONTROL OF THE WORK**

### **5.1 AUTHORITY OF THE CITY ENGINEER**

All work shall be performed under the inspection of the City Engineer in a workmanlike manner and to the satisfaction of the City Engineer and in accordance with the contract, Plans and specifications. The City Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, rate of progress of the work, interpretation of the Plans and specifications, acceptable fulfillment of the Contract, compensations, mutual rights between Contractors under these specifications, and suspension of the work. The City Engineer shall determine the amount and quality of the work performed and materials furnished, and those decisions and estimates shall be final. The City Engineer's estimate of the amount of work done shall be a condition precedent to the right of the Contractor to receive money due him under the contract.

### **5.2 CONFORMITY WITH PLANS**

All work shall conform to the lines, grades, cross-sections, details and dimensions shown on the Plans. Any deviation from the Plans that may be required by the contingencies of construction will be determined and authorized by the City Engineer. All shop or fabrication details shall be furnished by the Contractor and checked and approved by the City Engineer.

### **5.3 EXISTING STRUCTURES**

The Plans show the locations of all known surface and subsurface structures, however, the location of many gas mains, water mains, conduits, sewers, etc. is unknown, and the City assumes no responsibility for failure to show any or all these structures on the Plans or to show them in their exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in the Plans and Proposal, in which case, at the decision of the City Engineer, the provisions in these specifications for extra work shall apply.

The Contractor shall exercise caution while working at a location where proposed construction crosses or comes into proximity with an underground telephone cables or wires, gas line, waterline, sewer line or any other utility line. EXTREME CAUTION shall be taken when working around petroleum pipeline or high pressure gas lines.

It shall be the Contractor's responsibility to contact the utility at least two (2) working days (excluding Saturday, Sunday and Holidays) prior to construction and obtain exact location of all underground utility lines and appurtenances where possibility of a conflict exists. The contractor shall coordinate with BTU for support with existing power poles, relocation of guy wires, and overhead lines. Unnecessary damage to utilities or appurtenances within and outside the limits of construction shall be repaired at the Contractor's expense.

It is the Contractor's responsibility to notify and coordinate any repair of utilities required for the proper construction of this project, including utilities owned by the City. If City of Bryan assistance is required for the repair, the contractor must give advanced notice so that a work order can be issued from the specific department. The attached Utility Notification Check-off List, included within this contract, shall be filled out and kept on-site during construction.

#### **5.4 COORDINATION OF PLANS, SPECIFICATIONS, PROPOSAL AND SPECIAL PROVISIONS**

The Plans, specifications, proposal, special provisions, and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; Plans shall govern over specifications; special provisions shall govern over both Technical Specifications and Plans; quantities shown on the Plans shall govern over those shown in the Proposal. The Contractor shall not take advantage of any apparent error or omission in the Plans and specifications, and the City Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the City Engineer.

#### **5.5 COOPERATION OF CONTRACTOR**

The Contractor shall give the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the City Engineer, his inspectors, and with other Contractors in every way possible. The Contractor shall provide all facilities to enable the City Engineer and his inspectors to inspect the workmanship and materials entering into the work.

#### **5.6 CONSTRUCTION STAKES**

The City Engineer will furnish the Contractor with all grades, lines and measurements necessary for proper prosecution and control of the work. It shall be the responsibility of the Contractor to provide and maintain all construction staking on this project necessary for the proper performance and control of the work. This work is to be performed under the direct supervision of a Registered Public Land Surveyor, licensed in the State of Texas. Certified cut sheets must be provided to the City Engineer before commencing work. All costs associated with surveying shall be subsidiary to the various bid items.

#### **5.7 AUTHORITY AND DUTIES OF INSPECTORS**

Inspectors will be authorized to inspect all work done and all materials furnished. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector will have authority to reject materials or suspend work until the question at issue can be referred to and decided by the City Engineer. The Inspector will not, however, be authorized to revoke, alter, enlarge, or release any requirement of these specifications, not to approve or accept any portion of work, nor to issue instructions contrary to the Plans and specifications. He will

in no case act as foreman, nor perform other duties for the Contractor, nor interfere with the management of the work.

## **5.8 PROJECT SAFETY**

Where trench depths or other excavations exceed a depth of 5 feet, the Contractor must use protective devices as specified on OSHA Standard 29 CFR Part 1926, Subpart P and appendices thereto. A trench shoring plan in accordance with Vernon's Health and Safety Code Section 756.021 shall be submitted by the Contractor prior to issuance of a work order for this project. All soil for this project shall be classified as type "C" soil.

The "City of Bryan Excavation Policy" is hereby made part of these specifications and shall be adhered to for this project. The "Record of Excavation" form that is to be filled out by the Contractor at the time of excavation is included in this contract. A full copy of this policy is available for review at the City of Bryan City Engineering Division, and/or can be mailed upon request. For additional information about this requirement, contact City of Bryan Risk Management Services at (979) 209-5056.

The Contractor will be required to furnish and erect adequate protective devices (barricades, warning signs, lights, etc.) to ensure safe conditions once construction has begun. Barricades shall be painted in a color that will be visible at night.

The Contractor shall submit a Traffic Control Plan to the City Engineer, which must be approved before the Contractor begins work. The City Engineer reserves the right to change the Traffic Control Plan at anytime.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it. Under any and all circumstances signs, barricades, lights, and other traffic control devices shall conform to the requirements of the Texas Manual on Uniform Traffic Control Devices with respect to design, application and maintenance.

## **5.9 INSPECTION**

The Contractor shall furnish the City Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. Any work shall not be done nor materials used without suitable supervision or inspections.

## **5.10 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

All work, which has been rejected or condemned, shall be repaired or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grades having been given, work done beyond the lines or not in conformity with the grades shown on the Plans or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor's risk, and will be considered unauthorized, and at the option of the City Engineer may not be

measured and paid for, and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the City Engineer, the City Engineer will, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due to the Contractor.

#### **5.11 FINAL INSPECTION**

The City Engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the City Engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made.

#### **5.12 PUNCH LIST INSPECTION**

At the request of the Contractor, on or near the date construction has ended, the City shall conduct a punch list inspection to identify additional work to be done, improper or incomplete work to be corrected, or other deficiencies in the work, a list of which shall be provided to the Contractor. If all items on the list are not completed, corrected, or otherwise resolved within 20 calendar days of the date of publication of the list, the City may use the retainage held from the Contractor to complete the items on the list.

#### **5.13 AS-BUILT DRAWINGS**

The Contractor shall furnish to the City, one set of clean, red-lined as-built prints showing elevations, depth of bury for all utility lines, any deviations from contract drawings, etc. prior to final acceptance of the project. The cost of providing "As-Builts" will be subsidiary to the various bid items. Final retainage will not be released until all required documents have been delivered and all changes have been incorporated.

## **ITEM 6 - CONTROL OF MATERIALS**

### **6.1 SOURCE OF SUPPLY OF MATERIALS**

The materials shall be of the best procurable as required by the Plans, specifications and special provisions. The Contractor shall not start delivery of materials until the City Engineer has approved the source of supply. Only materials conforming to these specifications shall be used in the work. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any materials that have become unfit for use will not be permitted in the work.

### **6.2 SAMPLES AND TESTS OF MATERIALS**

Where, in the opinion of the City Engineer or as called for in the specifications, tests of materials are necessary, such tests will be made at the expense of the City unless otherwise provided. The failure of the City to make any tests of materials shall in no way relieve the Contractor of his responsibility of furnishing materials conforming to the specifications. The Contractor shall furnish adequate samples without charge.

The Contractor shall submit to the City Engineer proof (manufacturer's certificates, test reports, mill reports, etc.) that all materials proposed for use in construction of this project meet the appropriate specifications. The City Engineer may require testing or retesting by an acceptable independent testing laboratory of any materials submitted for use in this project. If this testing indicates the materials to be unsatisfactory, the Contractor shall be required to pay for these tests, and supply materials that comply with said specification.

Standard control tests will be made during construction to determine that all materials and construction procedures meet the standards and specifications prescribed. The cost of tests performed on materials that do not comply with specifications shall be deducted from the monthly payments to the Contractor.

The City Engineer reserves the right to have the Contractor submit test reports by an independent testing lab showing construction materials conform to the City of Bryan Standard Specifications or referenced specifications.

### **6.3 STORAGE OF MATERIALS:**

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the City Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection. If material is stored on private property, the Contractor will provide the City Engineer with written approval of the property owner. No materials shall be stored within the limits of the FEMA regulated 100 year floodplain.

#### **6.4 DEFECTIVE MATERIALS**

All materials not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work unless permitted to remain by the City Engineer. Upon failure on the part of the Contractor to comply with any order of the City Engineer made under the provisions of this item, the City Engineer will have authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due to or become due the Contractor.

#### **6.5 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY**

Where the Contractor desires to use City water in connection with any construction work, he shall make complete and satisfactory arrangements with the City for so doing. Where meters are used, the charge for water will be at the regular established rate; where no meters are used, the charge will be as prescribed by ordinance, or where no ordinance applies, payment shall be made on that estimated by the City.

#### **6.6 PRODUCT SUBMITTALS**

The Contractor shall provide product submittals as applicable and as outlined in the technical specifications for each project. These may include but are not limited to the following:

- Work Plan indicating sequence and schedule
- Material storage location
- Subcontractors to be used with the percentage of work those subcontractors will complete
- Test reports for all required tests identified in the specifications and plans
- Hot Mix Asphaltic Concrete Mix Design
- Portland Cement Concrete Mix Design
- Cement sand
- Steel rebar
- Pipe material
- Pipe fittings
- Valves
- Manholes
- Fire hydrants

## **ITEM 7 - LEGAL RELATIONS AND PUBLIC RESPONSIBILITY**

### **7.1 LAWS TO BE OBSERVED**

The Contractor shall at all times observe and comply with all Federal and State laws and City Ordinances and regulations, which in any manner affect the conduct of the work, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment.

No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his sureties shall indemnify and save harmless the City and all its officers, agents and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or order whether by himself or his employees, or sub-contractors.

### **7.2 PERMITS AND LICENSES**

The Contractor shall obtain all permits and licenses, and give all notices necessary and incident to the due and lawful prosecution of the work. All City of Bryan fees for permits will be waived.

### **7.3 STATE AND CITY SALES TAXES**

The Contractor's attention is directed to Texas House Bill 11 (72<sup>nd</sup> Legislature, 1<sup>st</sup> C.S.), which amended the Texas Tax Code Section 151.311. This amendment provides that by the Contractor entering into a separate contract, the Contractor will become a seller of materials purchased for the project, which will obviate paying taxes on materials incorporated into the project.

As a seller, the Contractor purchases materials and issues a resale certificate instead of paying the sales tax at the time of purchase. The City, as an exempt entity, will provide the Contractor with an exemption certificate at the time of the "sale" of the materials to the City, thereby precluding the City, and Contractor, from paying the sales tax on the materials.

Services are not tax exempt. The Contractor will be required to pay all appropriate taxes for all services as set forth herein.

For purpose of these Contract Documents, the following definitions are provided for materials and services:

Materials: Materials are those items that are tax exempt and are physically incorporated into the facility constructed for the City. Materials include, but are not limited to, purchased items such as the filters, pumps, valves, pipe, fittings, concrete, asphalt, road-base and sub-base, electrical equipment, building components, etc.

Services: Services are those items that are not tax exempt and are items used by the Contractor but that are not physically incorporated into the City's facility

and/or are items which are consumed by construction. Services include, but are not limited to items, such as supplies, tools, concrete form, scaffolding, temporary storage buildings, the purchase or rental or lease of equipment, skill and labor, etc.

For further information concerning taxes as they related to materials and services, the Contractor shall refer to House Bill 11 and/or contact the Texas Comptroller of Public Accounts, Austin, Texas.

#### **7.4 PATENTED DEVICES, MATERIALS AND PROCESSES**

If the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyrighted he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually agreed and understood that without exception, contract prices shall include all royalties or costs arising from patents, trademarks and copyrights in any way involved in the work. The Contractor and his sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, materials or process or any trademark or copyright in connection with the work agreed to be performed under this contract and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

#### **7.5 SANITARY PROVISIONS**

The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infectious or contagious diseases and to prevent effectively the creation of a nuisance about the work on any property either public or private, and such regulations as are required by the City Engineer shall be put into immediate force and effect by the Contractor. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as will be approved by the City Engineer, and their use shall be strictly enforced by the Contractor. All sanitary laws and regulations of the State of Texas and the City of Bryan shall be strictly complied with.

#### **7.6 PUBLIC CONVENIENCE AND SAFETY**

Materials stored about the work shall be so placed, and the work shall at all times be so conducted as to cause no greater obstruction to the public than is considered necessary by the City Engineer. The Contractor shall make provisions by bridges or other means at all cross streets, highways, sidewalks, and private driveways for the free passage of pedestrians and vehicles, provided that where bridging is impractical or unnecessary in the opinion of the City Engineer, the Contractor may make arrangements satisfactory to the City Engineer for the diversion of traffic and shall, at his own expense, provide all material and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic.

The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four hours notice in writing to the Contractor, save in cases of emergency, when it shall have

the right to remedy any neglect without notice; and in either case, the cost of such work done by the City shall be deducted from monies due or to become due the Contractor. The Contractor shall notify the City Engineer when any street is closed or obstructed and when directed by the City Engineer shall keep any street or streets in condition for unobstructed use by the fire apparatus. Where the Contractor is required to construct temporary bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures for such crossings.

The Contractor shall conform to all federal, state and local safety regulations and specifically follow those contained in the City of Bryan Safety policy and procedures manual.

### **7.7 PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS AND RIGHT-OF-WAYS**

For the performance of the contract, the Contractor will be permitted to occupy such portion of streets or alleys, or other public places or other right-of-ways as provided for in the ordinances of the City, as shown on the Plans or as permitted by the City Engineer. A reasonable amount of tools, materials and equipment for construction purposes may be stored in such space, but not more than is necessary to avoid delays in the construction. Excavation and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, and not inconvenience occupants of adjoining property. Other Contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other Contractors of the City all reasonable facilities and assistance for the completion of adjoining work. Any additional grounds desired by the Contractor for his use shall be provided him at his own expense.

### **7.8 RAILWAY CROSSINGS**

Where the work encroaches upon any right-of-way of any railway, the City will secure the necessary easement for the work. Where railway tracks are to be crossed, the Contractor shall observe all the regulations and instructions of the railway company as to methods of doing work, or precautions for safety of property and the public. All negotiations with the railway company, except for right- of-way, shall be made by the Contractor. The railway company shall be notified by the Contractor not less than five days previous to time of his intentions to begin work. The Contractor will not be paid direct compensation for such railway crossing, but shall receive only the compensations as set out in the proposal.

### **7.9 BARRICADES, LIGHTS AND WATCHMEN**

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 such barricades, fences, lights, and danger signals, shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being

driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient number to protect the work.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the City Engineer may order the damaged portion immediately removed and replaced by the Contractor at his own expense. The Contractor's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project shall have been accepted by the City.

Under any and all circumstances, signs, barricades, lights and other traffic control devices shall conform to the requirements of the Texas Manual on Uniform Traffic Control Devices with respect to design, application and maintenance. As required by the City Engineer, the Contractor will submit a traffic control plan. The City Engineer reserves the right to modify the plan at any time.

### **7.10 CONFINED SPACE ENTRY**

The Contractor shall verify that safe working conditions are maintained for all confined space entries in accordance with OSHA 29CFR 1910.126 "Permit Required Confined Spaces", ANSI Z117.1 "Safety Requirements for Confined Spaces" and NIOSH 80-106 "Criteria for a Recommended Standard for Working in a Confined Space". All confined spaces must be evaluated as either permit required or low hazard permit spaces by a person knowledgeable in these regulations before entry.

A "Permit Required for Confined Space" is any space employees can bodily enter and perform assigned work, which by design has limited openings for entry and exit, has the potential for engulfment or hazardous gases or which is not intended for continuous employee occupancy.

A "Low Hazard Permit Space" is a permit space where there is an extremely low likelihood that dangerous gases or engulfment hazards could be present and where all other serious hazards have been controlled.

### **7.11 USE OF EXPLOSIVES**

The use of explosives is prohibited on City Projects.

### **7.12 PROTECTION AND RESTORATION OF PROPERTY**

Where the work passes over or through private property, the City will provide the necessary right-of-way. The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the property owner. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to, all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer, and gas lines, to all conduits, to all overhead pole lines, and appurtenances thereof; and to all other public or private property, along or adjacent to the work. The Contractor shall notify the proper representatives of any public utility, corporation, any company or individual, not less than forty-eight hours in advance of any work which might damage or interfere with the

operation of their or his property along or adjacent to the work. The Contractor shall be responsible for all damages or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner of executing the work, or due to his non-execution of the work, or any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted.

When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore or have restored at his own expense such property to a condition equal to or better than that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the owner or the City Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury; the City Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild, or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any monies due or to become due the Contractor under his contract.

#### **7.13 RESPONSIBILITY FOR DAMAGE CLAIMS (INDEMNIFICATION)**

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents (including the Engineer of Record), and employees from all suits, actions, or claims of any character, name and description including attorney's fees, expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work of through the use of unacceptable materials in constructing the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Contractor shall defend, indemnify and save harmless the City, its officers, agents (including the Engineer of Record), and employees in accordance with this indemnification clause regardless of whether the injury of damage is caused in part by the City, its officers, agents (including the Engineer of Record), or employees.

#### **7.14 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED**

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the City Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the contract for the purpose of making such changes or repairs of their property that may be necessary by performance of the contract. The City reserves the right of entering upon the limits of the contract for the purpose of repairing or relaying the sewer and water lines

and appurtenances, repairing structures, etc., and making other repairs, changes, or extensions to any City property.

#### **7.15 USE OF A SECTION OR PORTION OF THE WORK**

Wherever in the opinion of the City Engineer any section or portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the City Engineer, and such usage shall not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or the contract pending final completion and acceptance of the work; all necessary repairs and removals or any section of the work so put into use, due to defective materials or workmanship or to operations of the Contractor shall be performed by the Contractor at his own expense.

#### **7.16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

Until written acceptance by the City Engineer, as provided for in these specifications, the work shall be under the charge and care of the Contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by action of the elements or from any other cause whatsoever, whether arising from the execution or non-execution of the work.

#### **7.17 NO WAIVER OF LEGAL RIGHTS**

Inspection of any order, measurement, quantity, or certificate by the City Engineer, any order by the City for payment of money, any payment for or acceptance of any work, or any extension or time, or any possession taken by the City, shall not operate as a waiver of any provisions of the Contractor or any power therein reserved to the City of any rights or damages therein provided. Any waiver of any breach of Contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the work resulting from such error, dishonesty or collusion, upon the conclusive proof of collusion or dishonesty by the Contractor or his agents, discovered in the work after the final payment has been made.

#### **7.18 CONTRACTOR'S INSURANCE**

The contractor agrees to maintain the coverages, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract.

No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.

- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 The Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Contractor waives all rights against the City of Bryan for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability or umbrella liability insurance obtained by Contractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the Contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City of Bryan shall be listed as an additional insured.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor waives all rights against the City of Bryan for recovery of damages to the extent these damages are covered by the business auto policy or umbrella liability insurance obtained by Contractor or under any auto physical damage coverage. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

WAIVER OF SUBROGATION: Waiver of subrogation in favor of the City of Bryan for each required policy. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION: Any deductibles or self-insured retentions must be declared. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST: The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE: The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CONTRACTOR'S INSURANCE FOR OTHER LOSSES: Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, scaffolding, fences, forms, braces, jigs, screens, bracket, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees. Contractor shall require any applicable insurance for this physical damage to provide a waiver of a right of subrogation against the City.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be given to the City at the following address:

City of Bryan  
Attn: Risk Management Department  
300 S. Texas Ave.  
Bryan, TX 77803

Upon request, the Contractor shall furnish the City of Bryan with certified copies of all insurance policies within 10 days of the City's written request.

#### **INDEMNIFICATION:**

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents (including the Engineer of Record), and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the City. Contractor shall defend, indemnify and save harmless the City, its officers, agents (including the Engineer of Record), and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by the City, its officers, agents or employees.

#### **7.19 ANTITRUST**

Contractor hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).

## **ITEM 8 - PROSECUTION AND PROGRESS**

### **8.1 SUBLETTING THE WORK**

If the Contractor sub-lets any part of the work to be done under this contract, he will not under any circumstances be relieved of his responsibility and obligations. All transactions of the City Engineer will be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen, and shall be subject to the same requirements as to character and competency. The City will not recognize any subcontractor on the work as having any binding authority relative to the contractual obligations of the Contractor. The Contractor shall at all times, when the work is in progress, be represented by a qualified designated representative. Contractor shall remove and replace subcontractors or workers if Contractor or City deem it necessary to prevent harm to workers, the work or City's property. The contractor shall provide the City with qualification statements from all subcontractors.

### **8.2 ASSIGNMENT OF CONTRACT**

The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his rights, title or interest in or to the same, or any part thereof, without the previous consent of the City expressed by resolution of the City Council and concurred in by the sureties. If the Contractor does, without such previous consent, assign, transfer, convey or otherwise dispose of the contract or of his right, title or interest therein, or any part thereof to any person or persons, partnership, company, firm or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws, of any state, attempt to dispose of the contract or make default in or abandon said contract, then the contract may at the option of the City be revoked and annulled, unless the sureties shall successfully complete said contract, and any monies due or to become due under said contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

### **8.3 PROSECUTION OF THE WORK**

The Contractor shall begin the work to be performed under the contract within fifteen (15) calendar days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall notify the City Engineer at least twenty-four (24) hours before beginning work at any point. He shall not open up work to the detriment of work already begun. The beginning, sequence, and prosecuting of the work shall be governed by the orders of the City Engineer, and the Contractor shall conduct his operations so as to impose a minimum interference to the public. The Contractor shall be required to attend construction progress meetings as scheduled by the City Engineer throughout the construction of this project. The City Engineer may require these meetings as often as necessary to facilitate communication and coordination between the owner and Contractor. Before the beginning of construction and at each progress meeting, the Contractor shall submit to the City Engineer a detailed construction and sequence schedule for review. The work plan shall be continually updated and detailed enough so that the City Engineer can determine potential effects on traffic, construction signing, and the overall project schedule.

#### **8.4 LIMITATION OF OPERATIONS**

The work shall be so conducted as to create a minimum amount of inconveniences to the public. At any time when in the judgment of the City Engineer the Contractor has obstructed or closes or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the City Engineer may require the Contractor to finish the sections of work which is in progress before operations are started on any additional section.

#### **8.5 CHARACTER OF WORKMEN AND EQUIPMENT**

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent, and the City Engineer may demand the dismissal of any person or persons employed by the contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the City Engineer, and such person or persons shall not be employed thereon again without the written consent of the City Engineer.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner, and at a satisfactory rate of progress.

#### **8.6 COMPUTATION OF CONTRACT TIME FOR COMPLETION**

The Contractor shall complete the work within the number of working days or calendar days stated in the contract. For the purpose of computation, working days will begin on the date indicated in the written authorization by the City Engineer to proceed.

The City Engineer will furnish the Contractor a monthly statement on forms furnished by the City, showing number of working days charged during the month, total number of working days allowed in contract, and the working days remaining under the contract. The Contractor will be allowed ten (10) days in which to protest the correctness of the statement, otherwise the statement will stand. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts or quantities than those set forth in the contract, then additional working days or suspension of time charge will be allowed the Contractor equal to the time which, in the opinion of the City Engineer, the work as a whole is delayed.

#### **8.7 SUBSTANTIAL COMPLETION**

The Contractor shall notify the City Engineer when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given the City Engineer written notice that the work has been Substantially Completed, the City Engineer shall inspect the work for the preparation of a final punch list.

- (a) If the City Engineer and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City Engineer shall not be required to provide a list of unfinished work.

(b) If the City Engineer and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

## **8.8 FINAL COMPLETION**

The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion and shall notify the City Engineer. If the City Engineer and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City Engineer as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

## **8.9 FAILURE TO COMPLETE ON TIME**

The time of completion is the essence of the contract. For each working or calendar day that any work shall remain uncompleted (including any remaining items of work 30 days beyond Substantial Completion) after the time specified in the Proposal and the Contract, or the increased time granted by the City, or as increased by work or materials ordered as provided in Section 8.6, the sum per day given in the following schedule, unless otherwise specified in the Special Provisions, will be deducted from the monies due the Contractor, not as a penalty but as administrative costs.

AMOUNT OF CONTRACT \$ TO \$	AMOUNT OF ADMINISTRATIVE COSTS PER DAY \$
0 to 10,000	200
10,000 to 25,000	300
25,000 to 50,000	400
50,000 to 100,000	500
100,000 to 500,000	600
500,000 to 1,000,000	700
1,000,000 to 2,000,000	800
2,000,000 to _____	1000

The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of administrative damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City Engineer, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum as shown on the table above for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as administrative costs incurred by the City as a result of the Contractor's delay. It is specifically understood that the assessment of administrative costs may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable administrative costs, since it would be impracticable and extremely difficult to fix the actual losses incurred by the City as a result of the Contractor's delay.

## **8.10 SUSPENSION BY COURT ORDER**

The Contractor shall suspend such part or parts of the work ordered by the Court, and will not be entitled to additional compensation by virtue of such court order. Neither will he be liable to the City in the event the work is suspended by such Court Order.

## **8.11 TEMPORARY SUSPENSION**

The City Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary due to unsuitable weather conditions or any other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, he shall provide suitable drainage about the work and erect temporary structures where necessary. The Contractor shall not suspend work without written authority from the City Engineer, and shall proceed with the work promptly when notified by the City Engineer to resume operations. The "Time Charge" will be suspended during any such period of suspension.

## **8.12 SUSPENSION OF WORK AND ANNULMENT OF CONTRACT**

The work or any portion of the work under contract shall be suspended immediately on written order of the City Engineer, a copy of such notice to be served on the Contractor's sureties, or the contract may be annulled by the City for any good cause or causes, among others of which special reference is made to the following:

- (a) Failure of the Contractor to begin the work within the time specified.
- (b) Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified time.
- (c) Failure of the Contractor to provide sufficient and proper equipment for properly executing the work.
- (d) Substantial evidence that the Contractor has abandoned the work.
- (e) Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work.
- (f) Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the City Engineer as provided for in these specifications.
- (g) Failure of the Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the City Engineer.
- (h) Substantial evidence of collusion for the purpose of illegally obtaining a contract or perpetrating fraud on the City in the construction of work under contract.

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City shall designate, whereupon the sureties may at their option assume the contract or that portion thereof which the City has ordered the Contractor to discontinue, and may perform the same or may, with the written consent of the City, sub-let the work or that portion of the work so taken over, provided, however, that the sureties shall exercise their option within 15 days after the written notice to discontinue the work has been served upon the Contractor and upon the sureties or their agents. The sureties in such event shall assume the Contractor's place in all respects, and shall be paid by the City for all work performed by them in accordance with the terms of the contract. All monies remaining due the Contractor at the time of his default shall thereupon become due and payable to the sureties as the work progresses, subject to all terms of the contract. In case the sureties do not, within the herein above specified time, exercise their right and option to assume the contract or that portion thereof which the City has ordered the Contractor to discontinue, then the City shall have the power to complete by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary, and the Contractor hereto agrees that the City shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of this work and to procure other tools, equipment and materials for the completion of the same, and to charge to the account of the Contractor the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due the Contractor under and by virtue of the contract or any part thereof. The City shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the Contractor, then in such case the City may pay to the Contractor the difference in the cost, provided that the Contractor shall not be entitled to any claim for damages or for loss of anticipated profits. In case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, then the Contractor and his sureties shall pay the amount of such excess to the City on notice from the City of the excess due. When any particular part of the work is being carried on by the City by contract or otherwise under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the contract, and in such manner as in no wise to hinder or interfere with the performance of workmen employed as above provided by the City.

### **8.13 TERMINATION OF CONTRACT**

The contract will be considered fulfilled, save as provided in any maintenance stipulations, bond, or by law, when all work has been completed, the final inspection made by the City Engineer, and final acceptance and final payment made by the City.

## **ITEM 9 - MEASUREMENT AND PAYMENT**

### **9.1 MEASUREMENT OF QUANTITIES**

The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the City Engineer in writing, will be made by the City Engineer, based on measurements made by the City Engineer. These measurements will be taken according to the U.S. Standard measurements used in common practice and will be the actual length, area, solid contents, numbers and weights.

### **9.2 SCOPE OF PAYMENT**

The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all labor, tools, materials, equipment and incidentals; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work, or from the action of the elements; for any unforeseen defects or obstruction which may arise or be encountered during the prosecution of the work, and before its final acceptance by the City Engineer; for all risks of whatever description connected with the prosecution of the work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks, or copyrights, and for completing the work in an acceptable manner according to the Plans and specifications. The payment of any current or partial estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace, at his own expense, any defects or imperfections in the construction, or in the strength or quality of the materials used in or about construction of the work under contract and its appurtenances nor any damage due or attributed to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the work. The City Engineer shall be the sole judge of such defects, imperfections, or damage, and the Contractor shall be liable to the City for failure to correct the same, as provided herein.

Any item of work not covered in the proposal will not be paid for directly, but shall be considered as subsidiary to a regular bid item.

### **9.3 PAYMENT FOR EXTRA WORK**

The extra work done by the Contractor and authorized and approved by the City Engineer will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents and timekeepers services, all insurance, bond and all other overhead expense incurred in the prosecution of the extra work. Payment for extra work will be made by one of the following methods:

- (a) Method "A" - By unit prices agreed on in writing by the City Engineer and approved by the City before the said work is commenced, subject to all other conditions of said contract.

- (b) Method "B" - By lump sum price agreed on in writing by the City Engineer and the Contractor and approved by the City before said extra work is commenced, subject to all other conditions of the contract.

For emergency field changes, the Contractor shall not proceed with any work that would require a Change Order to the contract without verbal approval, followed up by written approval of the City Engineer. The Contractor shall execute a project Change Order within one (1) working day of the Notice to Proceed with Emergency Work.

Under normal working conditions (non-emergency), the Contractor will not proceed with the required work identified in a Change Order until an approved Change Order is provided to the Contractor.

#### **9.4 PARTIAL ESTIMATES**

By the 5th day of each month, the Contractor will make an approximate estimate of the value of the work done during the month under these specifications and submit the estimate to the City Engineer for review. The City Engineer will review the payment request and an approved payment will be made by the 25<sup>th</sup> day of the same month. The partial estimate may include acceptable non-perishable materials delivered to the worksite for which an invoice on vendor letter head is provided. The percent retained by the City will be ten percent (10%) on all partial estimates of the total amount of work completed. Five percent (5%) will be retained by the City on all partial estimates if the contract amount is four hundred thousand dollars (\$400,000) or more. The Contractor shall furnish the City of Bryan such detailed information as requested to aid in evaluating partial estimates. It is understood that the partial monthly estimates and payments will be subject to review and correction by the City of Bryan of the estimate rendered following discovery of an error in the current and any previous estimate, and no such estimate shall in any respect be taken as an admission of the City of the amount of work done or of its quality of sufficiency nor as an acceptance of the work or the release of the Contractor of any of his responsibility under the contract. No partial or monthly estimates will be made on contracts with a value of less than twenty five thousand dollars (\$25,000).

#### **9.5 FINAL ACCEPTANCE**

Whenever the improvement provided for by the contract shall have been completely performed on the part of the Contractor, the Contractor shall notify the City Engineer that the improvements are ready for final inspection. The City Engineer will then make such final inspection, and if the work is satisfactory and in accordance with the Specifications and Contract, he will give the Contractor a written Letter of Acceptance.

#### **9.6 FINAL PAYMENT**

Whenever the improvements provided for by the contract shall have been completely performed on the part of the Contractor as evidenced by the City Engineer in the Letter of Acceptance, a final estimate showing the value of the work will be prepared by the City Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate less any sums previously paid under the provisions of the contract, will be paid the Contractor

within thirty (30) days after final acceptance provided the Contractor has furnished the City satisfactory evidence that all sum of money due for any labor, materials, apparatus, fixtures, or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment. The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall release the City from all claims and liabilities under the contract or for any act or neglect of said City relating to or connected with the contract.

Prior to Final Payment, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and supplies incurred have been paid in full, that any claims from manufacturers, suppliers, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified. Failure to do so will result in liquidated damages at a rate as specified in the Contract.

## **9.7 GUARANTEE OF WORK**

The Contractor shall guarantee the work which he does against defective materials and workmanship for a period of one (1) year from the date of a letter of final acceptance by the City of Bryan, Texas. Should defective materials or workmanship occur, the Contractor shall have seven (7) working days, after written notice of same is given to him by the City of Bryan, Texas, to make any and all repairs at his own expense. If the Contractor fails to correct the defect within the seven (7) working days, then the City may make the necessary repairs and charge the Contractor with the actual cost of all labor, materials and equipment time required.

The Contractor shall have his Performance Bond to continue for one (1) year after final acceptance of the work to cover the guarantee as set forth above.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<h1>SAMPLE</h1>	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A :	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Bryan shall be named as additional insured on all Commercial General Liability policies. Workers Compensation and Employer's Liability policies to include a Waiver of Subrogation in favor of the City of Bryan. (All endorsements must be provided when available.)

## CERTIFICATE HOLDER

## CANCELLATION

City of Bryan  
 Attn: Risk Management Department  
 300 S. Texas Ave  
 Bryan, Tx 77803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CONTRACT**

**THE STATE OF TEXAS }  
COUNTY OF BRAZOS }**

**THIS MEMORANDUM OF AGREEMENT** this day made and entered into by and between the City of Bryan, a Municipal Corporation, and

\_\_\_\_\_  
"Contractor",

**WITNESSETH**

**1.**

That for the consideration hereinafter agreed to be paid by the City of Bryan, the said Contractor undertakes, covenants, and agrees to perform the work herein contracted to be done, in every detail conforming to the advertisement, proposal, specifications including special provisions, general provisions, plans or working drawings, and special agreements, on a certain public work described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ for the not to exceed sum of \_\_\_\_\_  
\_\_\_\_\_. (\$ \_\_\_\_\_)

**2.**

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a work order of the City Engineer, and to complete fully all work hereunder within \_\_\_\_\_ working days thereafter. The Contractor further agrees to pay as administrative costs the sum of \_\_\_\_\_ for each consecutive calendar day used over and above the above mentioned work time.

**3.**

The City agrees that by the 5th day of each month the Contractor will make an approximate estimate of the value of the work done during the month under the Contract. Whenever the said estimates of work done since the last previous estimate exceeds \$500.00 in amount, 90% of such estimated sum will be paid to the Contractor on or before the 25th day of the same month. When the contract amount is \$400,000.00 or more, 95% of such estimated sum will be paid. The partial estimate may include acceptable, non-perishable materials delivered to the work. Such payment will be allowed on a basis of 100% of net invoice value. The Contractor shall furnish the City of Bryan such detailed information as may be requested to aid as a guide in evaluating partial estimates.

**4.**

It is further mutually agreed that should it appear to the City, or to the Engineer in charge that at any time during the existence of this Contract, the sureties on the said Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the said Contract, the City may demand the said Contractor to furnish additional security in some approved surety company satisfactory to the City: the act of the City or the Engineer, with reference to demanding new or additional security, shall never be construed to relieve the original sureties of their obligation under the said Contract, or in any way to relieve the Contractor. The City may stop the said work under the Contract until additional security has been furnished by the said Contractor, and the City shall in no case be liable to the said Contractor on account thereof. The City may exercise its rights as provided in the attached specifications to take charge of the said work in the event of the refusal or failure of the Contractor to comply with the demands of the City with reference to furnishing additional security.

**5.**

That in consideration of the Contractor fully and faithfully complying with all the terms, provisions, and stipulations of this contract, the City of Bryan undertakes, covenants, and agrees to pay to the said Contractor for the furnishing of all material and labor, and the performance of the work herein contracted for the following sums or prices as shown by the attached proposal of bid of the Contractor, which said prices shall be the full compensation to be received by the said Contractor under the terms of this contract: Performable and enforceable in Brazos County, Texas.

**IN TESTIMONY WHEREOF**, the City of Bryan has caused this instrument to be signed in its corporate name, and on its behalf, by its Mayor thereof, attested by its City Secretary, with its corporate seal affixed, and the said \_\_\_\_\_  
\_\_\_\_\_thereby binding themselves, their heirs, successors, assigns, and representatives for the faithful and full performance of the terms and provisions of this contract, individually, jointly and severally.

EXECUTED in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Bryan, Texas, where this contract is performable and enforceable.

Approved as to Form:

\_\_\_\_\_  
Janis Hampton – City Attorney

Prepared and Recommended:

\_\_\_\_\_  
Jayson Barfknecht - Public Works Director

Approved for Council:

\_\_\_\_\_  
Kean Register – City Manager  
Director of Public Works

Party of the First Part  
CITY OF BRYAN, TEXAS

Approved:

BY: \_\_\_\_\_  
Jason P. Bienski - Mayor

Attest:

\_\_\_\_\_  
Mary Lynne Stratta - City Secretary

Party of the Second Part  
(CONTRACTOR)

BY: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_

**PERFORMANCE BOND**

**STATE OF TEXAS  
COUNTY OF**

**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 the City of Bryan  
of Brazos County, Texas (Owner), in the penal sum of \_\_\_\_\_  
\_\_\_\_\_(\$ \_\_\_\_\_ ) for the payment whereof,  
the said Principal and Surety bind themselves and their heirs, administrators, executors,  
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 \_\_\_\_\_, 20\_\_\_\_, to furnish all labor, materials and  
equipment necessary for completing \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 duly 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, and  
according to the true intent and meaning of said Contract and the Plans and the Specifications  
hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of  
Chapter 2253, Government Code, Vernon’s Texas Civil Statutes and all liabilities on this bond  
shall be determined in accordance with the provisions of said Code to the 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. Performable and enforceable in Brazos County, Texas.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

**PAYMENT BOND**

**STATE OF TEXAS  
COUNTY OF**

**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  
the City of Bryan of Brazos County, Texas (Owner), in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
for the payment whereof, the said Principal and Surety bind themselves and their heirs,  
administrators, executors, 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 \_\_\_\_\_, 20\_\_\_\_, to furnish all labor, materials and equipment necessary for  
completing \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 materials 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 the provisions of  
Chapter 2253, Government Code, Vernon's Texas Civil Statutes and all liabilities on this bond  
shall be determined in accordance with the provisions of said Code to the 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. Performable and enforceable in Brazos County, Texas.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

**ALL BILLS PAID AFFIDAVIT – CITY OF BRYAN**

**THE STATE OF TEXAS**       §  
  §  
**COUNTY OF BRAZOS**       §

BEFORE ME, the undersigned authority, on this day personal appeared Company Name, hereinafter referred to as “CONTRACTOR” for all work having been performed at Address.

The City of Bryan, the owner or agent for owner of said property, hereinafter referred to as “CITY”, has contracted with CONTRACTOR for work to be performed at the address shown herein and evidenced by separate contract, Contract No. Number, hereinafter referred to as the “Contract”.

CONTRACTOR now testifies that all work has been completed and all materials are in place as agreed to in the Contract and that ALL BILLS for labor, materials, and other items CONTRACTOR may be responsible for as outlined in the Contract have been PAID IN FULL by CONTRACTOR, except for the following:

<b>Name of Payee</b>	<b>Address</b>	<b>Telephone Number</b>	<b>Amount Owed</b>
Payee Name 1	Address 1	Phone Number 1	Amount Owed 1
Payee Name 2	Address 2	Phone Number 2	Amount Owed 2
Payee Name 3	Address 3	Phone Number 3	Amount Owed 3
Payee Name 4	Address 4	Phone Number 4	Amount Owed 4
Payee Name 5	Address 5	Phone Number 5	Amount Owed 5

*Additional information regarding outstanding claims may be attached to this affidavit.*

Other than the above specified bills owed to the above referenced persons, CONTRACTOR is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or materialmen for or in connection with the furnishing of labor or materials, or both, for the construction, renovation, or repair of improvements located on or related to the subject Property.

In consideration of the funds paid to CONTRACTOR by CITY in reliance on this affidavit, CONTRACTOR waives and releases all of CONTRACTOR's statutory and constitutional mechanic's lien rights connected with the construction of the Project, conditioned on the actual payment or collection if payment is made by check or draft.

CONTRACTOR further agrees and understands that if any BILLS, for any items, which CONTRACTOR is responsible for as shown in the Contract, are presented after the signing of this Final Bills Paid Affidavit, then CONTRACTOR will be liable for prosecution by law, as well as remaining financially responsible for full payment of ANY and ALL BILLS.

CONTRACTOR further understands that this Final Bills Paid Affidavit is being given pursuant to and in accordance with Sections 53.085 of the Texas Property Code and that the intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.

CONTRACTOR further agrees, by the signing of the Final Bills Paid Affidavit, that this statement is true and correct, and that this AFFIDAVIT may be used against CONTRACTOR in any and all proceedings at law, civil or criminal.

CONTRACTOR Signature: \_\_\_\_\_

If D/B/A, Show Business Name: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_