



**CONTRACT FOR
FUEL CENTER RECONSTRUCTION AT MUNICIPAL SERVICE CENTER
City Job No. 700-ME-2525**

A-1 PUMP, INC.

This Contract, dated _____, 2025 is between the **City of Bryan**, a Texas home-rule municipal corporation (City) and **A-1 Pump, Inc.**, a Texas corporation (Contractor). City and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. Scope of Work

The work is generally described as reconstruction of the fuel center at the Municipal Service Center located on Waco Street in Bryan, in response to **RFP #25-007**, incorporated by reference and made part hereof. The work is more particularly described in attached **Exhibit A**.

2. Payment

The City shall pay the Contractor as set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all work provided under this Contract may not exceed **\$1,339,384.08**.

3. Time of Performance

A. The Contractor shall commence work under this Contract on the date specified in the work order of the Public Works Director and fully complete all work hereunder within **360** working days thereafter. The Contractor further agrees to pay as administrative costs the sum of **\$800** for each consecutive calendar day used over and above the specified work time.

B. Time is an important and material consideration of this Contract. The Contractor shall be prepared to provide the work and other services in an expedient and efficient manner in order to complete the work by the times specified in Section 3.A.

C. There shall be no extension of this contract unless approved in writing by the City. The Contractor shall bid this job with the intent of completing it within the required time.

4. Performance Standards, Indemnification, and Release

A. As an experienced and qualified Contractor, the Contractor agrees that the services provided by the Contractor reflect the professional and industry standards, procedures, and performances. The Contractor agrees that the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Contractor agrees that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Contractor, its employees, associates, agents, or subcontractors.

B. The Contractor shall promptly correct any defective work furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the scope of work itself shall in no way alter the Contractor's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.

D. The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the locations where the work is performed. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Contractor shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Contractor's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such 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 and employees in accordance with this indemnification clause only for that portion of the damage caused by Contractor's negligence.

F. **Release.** The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor negligent performance of the work. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Termination

A. The City may terminate this Contract at any time upon thirty (30) calendar days' written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor five (5) calendar days' written notice. The Contractor will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

6. Insurance Requirements

Contractor agrees to have and maintain the policies set forth in the insurance requirements attached as **Exhibit C**. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required coverage shall be a breach of this Contract.

7. Governmental Contract Requirements

A. Contractor must submit a disclosure of interested parties to the City, as applicable under Section 2252.908 of the Texas Government Code, for any contract that requires approval by City Council. The disclosure must be submitted at the time the Contractor submits the signed contract to the City on a form prescribed by the Texas Ethics Commission.

B. Contractor verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

C. Contractor verifies, to the extent authorized by law and as applicable under Section 2271.002 of the Texas Government Code, that for any contract that has a value of \$100,000 or more, it does not, and will not for the duration of the contract, boycott Israel.

D. Contractor verifies that neither it, nor its parent company, is (1) majority owned or controlled by individuals who are citizens of China, Iran, North Korea, or Russia, or by a company or other entity that is owned or directly controlled by the government of China, Iran, North Korea, or Russia; (2) headquartered in any of these countries, as prohibited by Section 2272.0102 of the Texas Government Code.

8. Bond Requirements:

For contracts over \$100,000.00, a Performance Bond and a Payment Bond in an amount of not less than 100% of the Contract price, conditioned upon faithful performance of the Contract and payment of all persons supplying labor and furnishing materials, shall be executed by the successful proposer and accompany this signed Contract.

9. Miscellaneous Terms

A. This Contract shall be subject to and governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas. The parties agree that venue for purposes of any and all lawsuits, causes of action, or any other dispute(s) shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

**The City of Bryan
Attn: Mark Jurica
P.O. Box 1000
Bryan TX 77805**

**A-1 Pump, Inc.
Attn: J.W. Polka
PO 42889
Bryan TX 77805**

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

F. The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Any provision or part of this Contract held to be void or unenforceable under law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

H. The exhibits attached to this Contract are incorporated herein and shall be considered a part of this Contract. In the event of a conflict between this Contract and any exhibits or attachments to this Contract, the provision of this Contract shall prevail.

I. The Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016). Contractor shall include the substance of this clause in subcontracts under this contract in which the subcontractor may have City contract information residing in or transiting through its information system.

J. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

CITY OF BRYAN

PREPARED AND RECOMMENDED

Mark Jurica
Treatment & Compliance Manager

APPROVED FOR PROCESSING

Jayson Barfknecht, P.E., Ph.D.
Director of Public Works

APPROVED AS TO FORM

Thomas A. Leeper, City Attorney

APPROVED FOR COUNCIL

Kean Register, City Manager

APPROVED

Bobby Gutierrez, Mayor

ATTEST

Melissa Brunner, City Secretary

Date: _____

CONTRACTOR: A-2 Pump Inc.

By: J.W. Polka

Printed Name: J.W. Polka

Title: SALES MANAGER

Date: 01-02-2025

EXHIBIT A

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR FUELING CENTER RECONSTRUCTION AT MUNICIPAL SERVICE CENTER

CITY JOB NO. 700-ME-2525

RFP #25-007



CITY OF BRYAN
The Good Life, Texas Style.™

PREPARED BY

GLS

4077 Cross Park Drive #100

Bryan, Texas 77845

979-776-9700

www.glstexas.com

Date Issued November 12, 2024

Proposal Opening via Zoom December 3, 2024 @ 2:00 PM

CITY OF BRYAN
PUBLIC WORKS DEPARTMENT
November 2024

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
FUELING CENTER RECONSTRUCTION AT MUNICIPAL SERVICE CENTER
CITY OF BRYAN JOB NO. 700-ME-2525
RFP #25-007**

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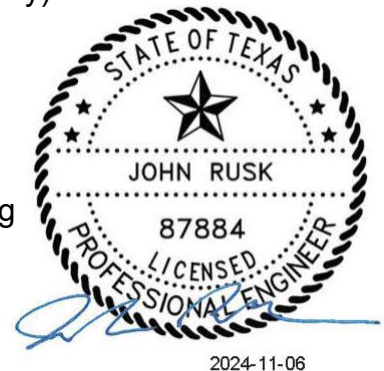
Section

- **Disclosure Requirements**
- **Additional Certifications**
- **Request for Competitive Sealed Proposals**
- **Anticipated Schedule of Events**
- **Project Scope, Budget and Completion Date**
- **Proposal Pages (RETURN THIS SECTION WITH PROPOSAL)**
- **Special Provisions**
- **Technical Specifications**
- **Drawings-Separate Attachment**

**CITY OF BRYAN STANDARD SPECIFICATIONS
(Not included but made part of this contract)
<http://www.bcsunited.net/>**

GENERAL:

- Spec 01 30 00 Digital Construction Pictures
- Spec 01 58 00 Project Identification (City of Bryan Only)
- Spec 01 71 13 Mobilization
- Spec 01 71 23 Construction Surveying
- Spec 02 41 13.13 ... Removal of Existing Concrete
- Spec 03 30 00 Concrete
- Spec 31 23 23.53 ... Cement Stabilized Sand Backfill
- Spec 31 23 33 Excavating, Trenching, and Backfilling
- Spec 31 25 13 Erosion and Sedimentation Control
- Spec 31 50 00 Trench Safety
- Spec 33 05 01 Polyvinylchloride Pipe and Fittings
- Spec 33 05 02 Ductile Iron Pipe



STREET:

- Spec 31 11 16 Subgrade Preparation and Compaction
- Spec 32 13 13 Concrete Pavement

DRAINAGE:

- Spec 33 40 01 Storm Drainage System
- Spec 33 40 03 Standard Storm Sewer Inlets
- Spec 33 40 04 Reinforced Concrete Riprap
- Spec 33 40 05 Reinforced Concrete Headwalls and Endwalls

SUPPLEMENTAL INFORMATION:

- 02230.....Drilled Footings
- 03311.....Concrete Structures
- 05120.....Steel Structures
- 16100.....Electrical Service & Distribution
- 16500.....Lighting

- **City of Bryan Record of Excavation**
- **Policy Utility Installation Notifications**
- **Wage Scale**
- **Sales Tax Exemption Permit**
- **General Provisions and Requirements**
- **Sample Contract**
- **Performance Bond**
- **Payment Bond**
- **EXHIBIT C – Insurance Requirements**
- **Contractor’s Affidavit of Bills Paid**
- **APPENDIX A - City of Bryan Contractor Registration Program Instructions**

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/purchasing-services/#vendorethics>

If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 205 E. 28th Street, Bryan, Texas 77803 or call (979) 209-5505.

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/filinginfo/1295/>.

Additional Certifications

Pursuant to Texas Government Code 2252.152, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations are prohibited; a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Government Code Sections 806.051, 807.051, or 2252.153.

Pursuant to Government Code 2270.002, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Confidential Information

Any information deemed to be confidential or proprietary by Proposer should be clearly annotated on the pages where confidential or proprietary information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential or proprietary by Proposer may not be confidential or proprietary under Texas Law, or pursuant to a Court order. Pursuant to Government Code, Chapter 552, the City must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the Public Information Act: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; identity of the parties to the Contract; execution and effective dates; and information connected to a vendor or contractor's performance on the Contract. Additionally, information regarding performance under the Contract, including breaches of the Contract, Contract variances, amendments, liquidated damages, and other penalties for non-performance, must generally be released under the Public Information Act.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and the contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Pursuant to Chapter 2269 of the Texas Government Code and other applicable law, the City of Bryan (the "City") is soliciting Competitive Sealed Proposals from qualified Offerors interested in providing construction services in connection with the construction of

**Fueling Center Reconstruction at Municipal Service Center
CITY OF BRYAN JOB NO. 700-ME-2525**

MANDATORY PRE-PROPOSAL MEETING: **WEDNESDAY, NOVEMBER 20, 2024 @ 10:00 AM C.S.T.** Meeting to be held in person at:

City of Bryan Municipal Service Center
1111 Waco Street
Bryan TX 77803
(979) 209-5900

SEALED Proposal packages will be accepted until **2:00 PM CST, December 3, 2024** and publicly opened and read aloud at the location via *zoom. The outside of the envelope must clearly be labeled with the proposer's name, the RFP name/number and the due date. Any Proposal received after the aforementioned closing time will be returned unopened. Deliver the sealed envelope to:

Please ensure bid number is written on the **OUTSIDE** of sealed package

RFP #25-007

**Catherine Benavides, Buyer
City of Bryan, Purchasing Department
205 E. 28th Street
Bryan, Texas 77803**

*Proposal Opening zoom information:

<https://us02web.zoom.us/j/87576550860?pwd=19wEepdkELrfQrbXxKHElvWXgQUySM.1>

MEETING ID: 875 7655 0860

PASSCODE: 115681

DIAL IN: 1-346-248-7799 (U.S.)

*In order to ensure a fair and public process, all questions related to this Request for Proposals shall be addressed in writing, via the **Brazos Valley Online Bidding System** (<https://brazosbid.ionwave.net>) to the individual identified above prior to **10:00 AM CST on November 26, 2024**. Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Supervisor. Failure to observe this requirement may be grounds for rejection of the Proposal.*

Plans, Specifications and Information for Proposers are online at <https://brazosbid.ionwave.net> or may be examined at the Purchasing Department Office at 205 E. 28th Street, Bryan, Texas, (979) 209-5505. *No Proposal may in any way qualify, modify, substitute or change any part of the specifications or contract documents.*

The City believes that the data contained in these specifications is sufficient for the preparation of Competitive Sealed Proposals. Requests for additional information will be considered depending on the proposal time frame and the availability of the requested information. Such information will be submitted to all known Proposers simultaneously on

the website mentioned above.

Pursuant to Government Code Chapter 2269, subchapter D, the City of Bryan may enter into a contract with the Offeror meeting all the qualifications and specifications that submits the Competitive Sealed Proposal that offers the best value to the City. The City will evaluate and rank Proposals considering the selection criteria and weighted value set forth in the request for Proposals. The City of Bryan reserves the right to accept or reject any or all Proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous and to award the Proposal to the vendor offering the best value to the City of Bryan. Additionally, all Proposers 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 Proposer as it relates to their ability to perform the contract for the City of Bryan.

ANTICIPATED SCHEDULE OF EVENTS

- **November 12, 2024** – Web site post date
- **November 20, 2024 @ 10:00 AM. CST – MANDATORY** Pre-Proposal meeting to be held in person at:
City of Bryan Municipal Service Center
1111 Waco Street
Bryan TX 77803
(979) 209-5900
- **November 26, 2024 @ 10:00 AM CST** - Deadline for written requests for clarifications to the RFP.
- **November 27, 2024 @ 3:00 PM CST** – Deadline to Issue Final Addendum
- **December 3, 2024 @ 2:00 PM CST** – Sealed Proposals delivered to the Office of the Purchasing Department, City of Bryan, 205 E. 28th Street, Bryan, TX. Proposals received after the time and date set for the opening of Proposals will **not** be accepted and will be returned unopened. The proposal opening will be held virtually via Zoom. Below is the meeting ID number and passcode.

<https://us02web.zoom.us/j/87576550860?pwd=19wEepdkELrfQrbXxKHElvWXgQUySM.1>
MEETING ID: 875 7655 0860
PASSCODE: 115681
DIAL IN: 1-346-248-7799 (U.S.)
- **December 2024** – Anticipated date of Notice of Intent to Award
- **January 14, 2025** – Anticipated date of Contract Award by City Council
- **January 21, 2025** – Anticipated date of Notice to Proceed
- **January 16, 2026** – Targeted Completion Date

PROJECT SCOPE, BUDGET AND COMPLETION DATE

**FUELING CENTER RECONSTRUCTION AT MUNICIPAL SERVICE CENTER
CITY OF BRYAN JOB NO.700-ME-2525
RFP #25-007**

Architect/Engineer: The Project has been designed by
GLS
4077 CROSS PARK DRIVE, SUITE 100
BRYAN, TEXAS 77802

Location: The Project is located on Waco St., inside of Municipal Service Center

Project Scope: The City anticipates the scope of work for the Project to consist of the following responsibilities and the following items:

- Canopy Structure
- Light Fixtures
- Concrete Pavement Repair
- 2,700-gallon aboveground DEF tank
- 30,000-gallon underground diesel fuel tank
- 30,000-gallon underground fuel tank (24,000-gallon unleaded and 6,000-gallon diesel)
- Fuel dispenser with RFID reader, pumps, conduit and related piping
- Software integration, programming and startup services

The Project will be designed and constructed so as to meet all applicable federal, state, and local accessibility standards.

The selected Offeror will be also responsible for: obtaining all applicable permits and inspections; providing all necessary performance and payment bonds and insurance certificates; and providing the Owner with all manufacturers' warranties and all operations and maintenance (O & M) manuals for all equipment installed.

The selected Offeror may be required to perform some or all of the following pre-construction and construction services. Preconstruction Services may include, but not necessarily be limited to, planning and value engineering the Work. Construction Services may include, but not necessarily be limited to, all work associated with construction, occupancy and warranty of the facilities.

Project Estimated Budget: The proposed estimated budget for construction costs for this Project is **\$1.5M** inclusive of all incidental and contingent expenses associated with the construction of the entire scope of the Project.

Project Estimated Completion Date: The City has established a target commencement date for construction activities as **January 21, 2025**. The projected completion date is estimated to be 360 working days. The City reserves the right to modify the commencement date, subject to Owner and Contractor availability, phase the construction of the Project, or modify the schedule as needed and determined by the City due to modifications in scope.

PROPOSAL INSTRUCTIONS

The following items must be included with the Competitive Sealed Proposal (CSP) when it is submitted. The City reserves the right to reject any CSP for failure to comply with these requirements. The Proposal Pages may be removed from the specification booklet and submitted with a proposal 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 RFP documents.

- ❑ All Proposals shall be accompanied by a **proposal bond** in the amount of five percent (5%) of the total proposal amount payable to the City of Bryan, from a surety company authorized to do business in Texas as a guarantee that the Proposer will enter into a contract and provide required insurance within five (5) business days after receiving a Notice of Intent to Award, and will provide to City all submittals required by this contract within ten (10) business days from Notice of Intent to Award, and will provide to the City executed Performance and Payment bonds within seven (7) business days after City Council Award of Contract. The bond shall be on the forms provided, each in the amount of 100% of the contract price from a Surety Company holding a permit in the State of Texas and approved by the Federal Government, and must bear the impressed seal of the surety company and the name of the Proposer, and be signed by the Proposer and an authorized representative of the surety company. Powers of attorney must be attached to the bid bond.
- ❑ A **proposal** that has been fully completed and signed by the person authorized to represent the company submitting the CSP. The proposal must use the same form or a photocopy of the form provided in the RFP document. Acknowledgment of the receipt of any and all addenda to the proposals must be provided on the proposal.
- ❑ If the Proposer is a corporation, a copy of their "**Franchise Tax Certificate of Account Status**" showing all franchise taxes are current (this item may be submitted to the City within 3 working days of the proposal opening for the proposal to be considered).
- ❑ All Proposers must have submitted a Contractor's Registration packet and received a score of 70 or better prior to the date of the CSP opening for the proposal to be considered.
- ❑ Should the scope of work for these CSP documents fall outside of the construction classifications approved by the Contractor's Registration process, a "**Statement of Qualifications**" shall be submitted as part of the CSP. Additional qualifications would be limited to the activities not previously presented under the Contractor Registration program.
- ❑ All Proposers must submit the "**Felony Conviction Notification form**" contained within this RFP package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the CSP to be rejected.

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

Proposers on this work will be required to comply with the President's Executive Order No. 11246 regarding non-discrimination in employment. The requirements under this order are available at the City of Bryan Purchasing Department.

PROPOSAL SELECTION CRITERIA

Evaluation Process:

A selection committee appointed by the City will evaluate Proposals submitted in response to this solicitation. The following selection criteria and associated weighted value will be used by the City to rank the Proposals received. In the event of a tie in the rankings, the City shall break the tie based upon the City's determination of which Proposal will provide the best value to the City. Subjective judgment on the part of the City is implicit in the criteria selection process. Once the Proposals have been ranked, the City will begin contract negotiations with the first ranked Proposer. If the City is unable to come to terms with the selected Proposer, discussions will be terminated in writing and the City will proceed to negotiate with the next ranked Proposer and repeat the process until a contract agreement is reached or all Proposals are rejected. Upon reaching an agreement the contract will be placed in writing and executed by both parties and a purchase order will be issued by the City for the contract amount.

After opening and ranking, an award may be made on the basis of the initially submitted proposal, without discussion, clarification or modification, or the City may discuss with the selected Proposer, options for a scope or time modification and any price change associated with the modification. Proposers must indicate any and all modifications or exclusions to the contract with their proposal. Any Proposal may be considered unacceptable if the committee determines it fails to provide adequate technical or pricing information in the Proposals as specified in these Proposal Instructions.

Selection Criteria: (Contractor may submit additional information relevant to the Selection Criteria listed below. Failure to submit all required documentation in the following order may lead to the rejection of the Proposal.)

A. Cost Proposal– 55 Points

1. Completed Competitive Sealed Proposal Form including the Contract Sum and all itemized line items, acknowledgement of all Addenda received, and all required information and signatures in a legible written format.
2. Scoring will take into account the comparison of total contract sum and its relationship to the stated Project Budget.
3. Signed letter from Contractor's Surety stating Contractor's ability to acquire bonding in the full contract amount.
4. Value Engineering: Scoring will take into account any proposed substitutions accepted by the City. The total contract sum compared to the stated Project Budget will reflect those substitutions. Please provide any proposed substitutions separately from the original cost proposal.

B. Proposed Schedule – 15 Points

1. Scoring will take into account the comparison of Project Completion date stated in the RFP to the provided schedule milestones.
2. Provide Project Schedule (Gantt Chart) indicating the following:
 - a. First Available Start date
 - b. Total Contract Time to Substantial Completion and Final Completion
 - c. Detailed sequence of construction events

- d. Total number of projected rain days in project schedule
3. Value Engineering: Scoring will take into account proposed substitutions accepted by the City that result in an overall positive impact to the project schedule. Please provide any proposed substitutions separately from the original project schedule.

C. Contractor Personnel and Relevant Experience – 15 Points

1. Organizational Chart including the following required information
 - a. Project Manager
 - b. Site Superintendent
 - c. Safety Manager
 - d. Other Key Personnel
2. Resumes for Project Manager, Site Superintendent, Safety Manager and other Key Personnel not already listed under the Contractor Registration Program including years of experience in their position, and a list of projects which they managed.
3. Company trade organizations / associations / affiliations
4. List of 5 completed projects showing relevant experience with project name, owner/architect/engineer contact information, original project budget and final project cost, original project completion time and actual completion time, and year completed – list contractor Project Manager and Site Superintendents for each.

D. Reputation of Contractor, Quality Assurance & References -10 Points

1. Provide two written references (discussing quality and timeliness on previous projects) from Owners outside the City of Bryan
2. Provide two written references (discussing quality, responsiveness, and timeliness on previous projects) from Architects/Engineers
3. Scoring will take into account the responses received from project references provided in selection criteria C (4).
4. List of 3 most recently completed Projects for the City of Bryan
 - a. Number of Change Orders per project and costs
 - b. Date of Completion
 - c. Number of working days used versus number of working days per the contract

E. Proximity of the Contractor to Perform Work- 5 Points

1. Provide address of contractor's office from which personnel will operate from
2. Approximate distance from the office to work site in miles.

SPECIAL PROVISIONS

**FUELING CENTER RECONSTRUCTION AT MUNICIPAL SERVICE CENTER
CITY OF BRYAN JOB NO. 700-ME-2525
RFP #25-007**

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

- SP1 CITY PROJECT MANAGER:** The City of Bryan's official representative shall be Mark Jurica, Treatment & Compliance Manager. He can be reached at P.O. Box 1000, Bryan, TX 77805, 979-209-5932.
- SP2 DESIGN ENGINEER:** The design engineer for this project is John Rusk, P.E. of GLS. He can be reached at 4077 Cross Park Drive, Suite 100 Bryan, Texas 77802 or (979) 776-9700.
- SP3 CONTRACT DOCUMENTS:** The Contract Documents are set forth in the Contract. This Project shall use the standard City of Bryan Construction Contract, Uniform General Conditions of Construction Contracts, Plans, Specifications, payment and performance bonds, and Special Conditions, if any. The Special Conditions are shown in the Project Manual and on the Construction Drawings. Should a conflict occur, the Special Conditions in the Project Manual shall be considered superior. All construction shall be in accordance with the current City of Bryan 2020 B/CS Unified Technical Specifications. **Where the specifications conflict, the more stringent shall apply.**
- SP4 MOBILIZATION AND PROJECT OVERHEAD:** The proposal item "Mobilization and Project Overhead" shall include and not be limited to the following: cost to mobilize and demobilize equipment to the project site, construction surveying and staking, the cost of bonds and insurance, and all other incidental costs associated with the project.
- SP5 DEMOLITION:** The Contractor shall excavate and properly dispose of all material required in constructing this work. When a trench is created during the demolition of an item and the trench falls under the proposed pavement, the trench shall be backfilled with cement stabilized sand. Testing per plans & specifications are to be followed. This included contaminated soil stockpile, containment and disposal.
- SP6 SUBMITTALS:** The Contractor shall submit to the City's Project Manager for review and approval all items required in the specifications and the following items prior to beginning work:
- a. Organizational chart showing the Project Superintendent and all subcontractors planned for the project.
 - b. Work Plan indicating sequence and schedule
 - c. Material Storage Location(s)
 - d. Subcontractors to be used if applicable
 - e. Storm Water Pollution Control Plan
 - f. Concrete and Cement Stabilized Sand Mix Design
 - g. Pipe materials, valves, manholes, fittings, grates, precast boxes
 - h. Fuel System & RFID Read & Related Items

Each submittal shall include a cover sheet with the following identifying information:

1. Submittal Number and Revision (beginning with Submittal No. 1, and Revision 0)
2. Fueling Center Reconstruction at Municipal Service Center and COB Project Number
3. Contractor Name
4. Nature of Submittal: product, materials, traffic control plan, schedule, etc.
5. Supplier or Manufacturer of materials submitted (if applicable)
6. Pertinent Drawing Number (if applicable)
7. Pertinent Detail (if applicable)
8. Specification Number
9. Deviations (identify any deviations from the contract documents)
10. Contractor shall submit each submittal certifying that it has been reviewed for conformance to plans and specification. The contractor shall sign each submittal for this conformance. Submit drawings, data and samples to the City at least 14 working days prior to date the Contractor needs the reviewed submittals returned. Contractor shall revise and resubmit as required, identifying changes made since previous submittal.

Submittals delivered electronically may include this information in the content of the transmittal e-mail.

SP7 CONTENT OF PROJECT: Contractor is to furnish project complete as required in the Contract Documents, including the plans and specifications. Items not specifically covered in these documents which comprise a part of the project shall be considered incidental to the project. Contractor is to consider all incidental work necessary for a satisfactory and completed project and is to include any related costs in the original price proposal.

SP8 FUEL SYSTEM CERTIFICATIONS: Contractor shall provide the license level and name of the individual that will be doing the UST On-Site Supervisor work. A combination A/B License will satisfy the need of this job and allow consolidation of responsibilities into a single individual. This individual's name and credentials is to be provided prior to contract award.

Gasboy requires commissioning and startup of their equipment to Gasboy Authorized Service Contractors only. The name of the firm and/or individual fulfilling this requirement is required to be provided prior to contract award.

SP9 CONTINUOUS WORKING DAYS: The contractor shall perform work continuously throughout the duration of the project. If weather or other unforeseen issues cause a disruption in work progress, such that no other aspect of work on the project can be completed as agreed upon by the Engineering Inspector, no administrative cost will be assigned. Otherwise, after the fifth working day without any work progression, administrative cost will be applied per the contract.

SP10 DIGITAL PHOTO DOCUMENTATION OF PROJECT: Contractor shall take digital photos of the work on a daily basis throughout the entire duration of the project documenting the work progress. Hard copy digital photo images shall be printed in color on a daily basis and stored with "As Built" drawings in a catalog that is kept orderly, labeled, and indexed using dates and locations (i.e., stations or descriptive locations with directions). Contractor shall also record two (2) complete sets of all digital photos taken during a week onto separate compact discs (CD). At the end of each week, one CD will be given to the Owner's representative immediately after it is recorded and one CD will be retained in a protective case with the "Record" Drawings. The complete set of compact diskettes retained with the "Record" Drawings and the hard copy catalog will be given to the Owner at the end of the project such that the Owner will end up with two (2) complete sets of digital photos on CDs and a catalog of hard copies.

Contractor shall take a sufficient number of digital photos to adequately document the work and shall work closely with Owner's representative to determine the number and location of digital photos to be taken each day. Digital photos should generally include such items as fittings, major crossings of other utilities or petroleum pipelines, any unmapped utilities or pipelines, and items that may be the subject of future controversy or difficult to see after construction, or any items related to extra work claims. No additional compensation will be provided for digital photo documentation. Include all costs in related items of work.

SP11 GENERAL: The Proposers are expected to familiarize themselves thoroughly with the requirements contained in the General Specifications, Special Provisions, Project Data, and Technical Specifications. The provisions contained herein shall govern in case of conflict with any item in the General Specifications. All references to the 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, unless specifically referenced by date or version.

Two trench failure accidents in the last 5 years or one death caused by a trench failure accident in the last 5 years will constitute grounds for disqualification of a proposer. This is not automatic however. The City will review corrective action taken and preventative measures employed by firms that exceed the foregoing criteria.

The Proposer will accomplish the entire contract with his own forces unless City of Bryan is notified, prior to proposal opening, and has approved any planned work by authorized subcontractors. Proposers shall identify the names of subcontractors they intend to employ and the approximate percent work to be performed by each subcontractor. This information shall be furnished with proposals. In order to ensure a fair and public process, any inquiries concerning this project prior to Proposal Opening shall be addressed in writing, via the Brazos Valley Online Bidding System (<https://brazosbid.ionwave.net>) or to Catherine Benavides, Buyer at purchasing@bryantx.gov.

- SP12 SILT FENCING & STORM WATER POLLUTION PREVENTION PLAN:** The Contractor shall be responsible for creation, implementation, maintenance, and inspection of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other practices. Contractor's construction operations shall be in accordance with the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Permit, as stated in the Federal Register Vol. 57 No. 175, issued by the Environmental Protection Agency on September 9, 1992.
- SP13 PROJECT STANDARDS:** All work shall comply with the design standards included in the design plans; the latest versions of the Bryan/College Station Unified Design Manual, Technical Specifications, & Standard Construction Details; City of Bryan Building Codes; Texas Commission on Environmental Quality Standards (TCEQ). If conflicts exist among the requirements, the more stringent apply.
- SP14 TEXAS ADMINISTRATIVE CODE:** The fueling center and all components shall conform to title 30, Texas Administrative Code, Chapter 334.

TECHNICAL SPECIFICATIONS

FUELING CENTER RECONSTRUCTION AT MUNICIPAL SERVICE CENTER
CITY OF BRYAN NO. 700-ME-2525

RFP #25-007

CITY OF BRYAN STANDARD SPECIFICATIONS
(Not included but made part of this contract)
Available at <http://www.bcsunited.net/>

ADDITIONAL SPECIFICATIONS: (Included herein)

02230	Drilled Footings
03311	Concrete Structures
05120	Steel Structures
16100	Electrical Service & Distribution
16500	Lighting
	COMcheck

SECTION 02230

DRILLED FOOTINGS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Include all labor, materials, equipment, and services for excavations for drilled footings.
- B. Drilling equipment must be heavy duty type, capable of drilling to the depth required and through the soil types encountered.
- C. Provide underreamer equipment with a bucket on the bottom and drill pier hole size approximately 1'-0" deeper than bottoms of underream portion of footings to accommodate removal of mud, sludge, and / or water if encountered.
- D. Underreamer shall be equipped with stop to achieve proper diameter, size and shape of footing.
- E. Provide a measuring device, and verify drilled footing depths and underream diameters.
- F. Lighting: Provide a means of lighting the bottom of the excavation for the footings; suitable for observation of the excavated space.

PART 2 – PRODUCTS

- 2.1 Excavated Soil: remove from building area
- 2.2 Concrete and Reinforcing Steel: As specified in Section 003311 – Concrete Structures.
- 2.3 Portland Cement: to absorb small amounts of water seepage
- 2.4 Casings: Steel – use only if required to prevent caving of soil and / or to seal against water seepage into hole.

PART 3 – EXECUTION

3.1 General

- A. Comply with geotechnical report prepared by the soils consulting engineer. Refer to Sections 00300 and 01410
- B. Drilled footings excavations shall comply with the Drawings and Specifications and the consulting soils engineer's instructions.
- C. Footing depths shall be per the geotechnical report prepared by the soils consulting engineer referenced in 3.1A above. If actual soil conditions vary from that shown in the geotechnical report, notify the consulting soils engineer.

- D. Drill no more holes at one time than can be filled with concrete without danger of caving. Any cavings shall be removed. Use steel casing if required to prevent caving.
- E. Do not leave excavated holes for footings open and / or unfilled with concrete overnight.
- F. A tolerance of 1" out of plumb for each 20'-0" of vertical height will be permitted for footing shaft and 1" off centerline for footing shaft will be permitted.
- G. Pumping: Provide heavy duty pump to keep excavated areas free from water seepage or other causes.
- H. Clean bottom of excavations for footings after drilling and before placing of concrete. Secure observation of each excavation for footing prior to placement of reinforcing steel and concrete. All loose soil shall be removed.
- I. Steel Casing: Shall be used when required to prevent caving soil or substantial amounts of water in footing excavations. Temporary casings shall be withdrawn only as the concrete is placed – the bottom of the casing always being below the top of the concrete until reaching stable soil free of seepage. Bottom of footings shall be of soil not damaged by caving or water seepage at the time of the pour. Drill footing excavation deeper as required to achieve an undisturbed bottom.
- J. Dry Portland Cement may be used to absorb a small amount of water in the bottom of footing excavations (one cubic foot - 7 ½ gallons maximum). Use one or two sacks of dry Portland Cement to "dry up" water.
- K. Reinforcing Steel: Place cage at center of shaft and use supports to maintain this position during placing of concrete.
- L. Concrete: Place concrete in a manner to prevent segregation of concrete materials.
- M. It shall be understood that all references to the consulting soils engineer includes the consulting soils engineer's representative.

END OF SECTION

SECTION 03311

CONCRETE STRUCTURES

GENERAL

1.1 DESCRIPTION

- A. This item governs for construction of concrete structures, foundations, paving and slabs-on-ground.

1.2 RELATED WORK

- A. 00300 – INFORMATION AVAILABLE TO BIDDERS (Subsurface Exploration)
- B. 01410 – TESTING LABORATORY SERVICES
- C. 02220 – STRUCTURAL EXCAVATION AND BACKFILL
- D. 07190 – WATERPROOFING

1.3 SUBMITTALS

- A. Submit mix designs for strength.
- B. Samples – Submit samples of the following for testing:
 - 1. Aggregate samples indicating full range of size and type.
 - 2. Admixtures proposed for use.
 - 3. Cement proposed for use.
- C. Tests – Make test specimens maintain check on concrete strength throughout job. Refer to SECTION 01410 – TESTING LABORATORY SERVICES.
- D. Provide manufacturer literature on any proposed additive, including accelerators, retarders, and curing agents. Do not use any additive until approved by Engineer.
- E. Contractor assumes responsibility for design of concrete.

1.4 REFERENCE STANDARDS

ACI 117	Standard Specifications for Tolerances for Concrete Construction and Materials
ACI 211	Recommended Practice for Selecting Proportions for Normal Weight Concrete
ACI 301	Specifications for Structural Concrete for Buildings
ACI 305	Recommended Practice for Hot Weather Concreting
ACI 306	Recommended Practice for Cold Weather Concreting
ACI 315	Detailing Reinforced Concrete Structures
ACI 318	Building Code Requirements for Reinforced Concrete
ASTM A185	Specifications for Welded Wire Fabric
ASTM A615	Specifications for Deformed Reinforcing Steel
ASTM C33	Specifications for Concrete Aggregates
ASTM C94	Specifications for Ready Mixed Concrete

ASTM C150 Specifications for Portland Cement
 ASTM C260 Specifications for Air Entraining Admixtures for Concrete

PART 2 - PRODUCTS

2.1 CONCRETE

Ready mixed conforming to ASTM C94 or site mixed.

- A. Cement – ASTM C150, Type 1; no caked cement; one brand for one structure; deliver in bags for site mixing. No fly ash or cement substitute is allowed to replace required cement content.
- B. Water – Free from oils, acids, alkalis, organic matter, salts, or other deleterious substances.
- C. Coarse Aggregate – ASTM C33. Refer to ACI 301-3.6 for maximum size, other than the following:
 - 1. Slabs-on-Ground: 1-inch maximum.
 - 2. Grade Beams: 1-inch maximum.
 - 3. Drilled Piers: 1-inch maximum.
 - 4. Above Ground Floor Slabs: ½-inch maximum.
- D. Fine Aggregate Natural sand meeting requirements of ASTM C33.
- E. Admixture
 - 1. Water Reducer and Set Retarder – ASTM C494; A, B, or D. Do not use chlorides.
 - 2. Air Entrainer – ASTM C260. Not to be used in building slabs or steel trowel finished concrete surfaces.
 - 3. Approved Manufacturers – Obtain written approval for admixture manufacturers other than:
 - a. W.R. Grace.
 - b. Sika Chemical Corp.
 - 4. Super Plasticizer – (Contractor's Option) Provide a high range water reducer conforming to ASTM C494, Type F. Use amount recommended by the manufacturer.
 - a. "WRDA 19" as manufactured by W.R. Grace.
 - b. "Sikament" as manufactured by Sika Chemical Corp.

F. Classification

Class	Type	Min. 28-day Compress. Strength (lbs./in ²)	Max. Water/Cement Ratio	Min. Cement (lbs./yd ³)	Consistency Range in Slump (in.)	Air Content (%)
A	Curbs, Walks, Paving, Slope Paving, Floor Slabs	3,000	0.55	470 (5 bags)	3 to 6	4 to 6
B	Concrete Slabs, Foundations or other surfaces to receive a steel trowel finish.	3,000	0.55	470 (5 bags)	3 to 6	Entrapped only

C	Fill, Pipe Blocking, Seal Slabs	2,000	0.74	376 (4 bags)	3 to 6	3 to 5
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Include in maximum water, free water in aggregate minus absorption of aggregate based on a thirty-minute absorption period. Class A Structural concrete is to be used for structures, foundations, and slabs unless otherwise specified on plans. Slump ranges may be exceeded when super plasticizers are used.

2.2 REINFORCING STEEL

A. Bars – ASTM A615 (Deformed)

1. No. 3 Bars, Stirrups and Ties – Grade 40
2. No. 3 Bars, Main Reinforcing – Grade 60
3. No. 4 and Larger Bars – Grade 60

B. Welded Wire Fabric – ASTM A185.

2.3 EXPANSION JOINT

A. Unless otherwise shown expansion joint material to be asphalt or asphalt impregnated fiber joint in accordance with ASTM D994 or ASTM D1751-83 respectively.

B. Performed rubber or cork in accordance with ASTM D1752-84, per Reflex of J.D. Russell Co., (800) 826-7008.

2.4 CURING MATERIAL

A. Water - Free from oils, acids, alkalis, salts, or other deleterious materials.

B. Cotton Mats - Filling material of cotton "bat" (min. 12 oz. per sq. yd.) with unsized cloth covering (min. 6 oz. per sq. yd.)

C. Curing Agents

1. Sonneborn "Kure-N-Seal," or approved equal, may be used at exterior applications where floor finishes are not scheduled. Products which discolor when exposed to sunlight are prohibited. Follow manufacturer's requirements.

2.5 FLOOR HARDENER

A. Use two coats Lapidolith as manufactured by Sonneborn Building Products; apply as follows: clean floors of all concrete, plaster, stains, etc. use steel wool or sandpaper as required. New concrete shall thoroughly cure and dry for a full 28 days prior to application of Lapidolith solution.

First Coat – 1-part Lapidolith, 3 parts water. Flush on floor and distribute with long handled brush. Mop up excess solution. Allow floor to dry before second application.

Second Coat – 2 parts Lapidolith to one part water applied as for the first coat. Installed as soon as concrete finish is dry enough to receive Lapidolith. Do not wait until equipment is installed in the rooms or until grease is on the floors. Follow manufacturer's instructions in all cases and conditions. Use in interior locations where in the Room Finish Schedule" is Sealed Concrete (SC) Finish.

Do not delay application of floor hardener.

2.6 FORM LUMBER

- A. Seasoned, of good quality, and free from loose or unsound knots, knot holes, twists, shakes or decay.

2.7 GROUT

- A. Grout - One part Portland Cement to two parts sand.
- B. Non-Shrinking Grout - Pre-mixed grout which is non-metallic, non-corrosive, and non-staining; containing specially selected silica sands, cement, shrinkage compensating agents, plasticizing and water reducing agents.
 - 1. Conform to requirements of Corps of Engineers CRD-C588. Test method CRD-C589.
 - 2. Yield of 0.9 cubic foot to 1.0 cubic foot per 100 pounds.
 - 3. Mixing water per 100 pounds:
 - Stiff - 2 gallons
 - Plastic - 2.25 gallons
 - Flowable - 2.5 gallons
 - 4. Minimum 28-day compressive strength of 8,000 psi.
 - 5. Maintain grout temperature during placement between 50°F and 90°F.

2.8 PERMANENT MOISTURE BARRIER

- A. Moisture barrier shall be per Section 07190.

2.9 CONCRETE BONDING AGENT

- A. "Daraweld-C" as manufactured by W.R. Grace and Company, or "Bond Crete-S" as manufactured by Burke Concrete Accessories, Inc.

PART 3 - EXECUTION

3.1 FORMS

- A. Lumber - Mortar tight; smooth surface; true to line and grade, and adequately braced.
- B. Provide plywood or masonite surfaces for concrete faces to be rub finished.
- C. Remove dirt, sawdust, nails, and other foreign material from formed spaces.

3.2 BUILT-IN ITEMS

- A. Install pipe, sleeves, bolts, anchors, and other cast-in-place items securely. Use templates to set built-in items accurately.

3.3 JOINTS

- A. No horizontal joints will be permitted in concrete work except as shown on the drawings. Make stops in concrete placing with vertical bulkheads at locations approved by the Engineer prior to placement.

3.4 REINFORCING STEEL

- A. Bend, clean, place and tie in accordance with ACI Standards. Support slab steel on chairs as approved by Engineer.
- B. Splice bars with calculated stress in accordance with ACI Standards, Class C, unless noted.
- C. Lap welded wire fabric by one full pattern width in each direction.

3.5 OBSERVATION

- A. Do not place concrete until forming, reinforcement, and built-in items have been field observed and approved by the Engineer.

3.6 SUBGRADE

- A. Dampen subgrades not covered with membrane by sprinkling immediately before placing concrete. Omit when subgrade is already damp.
- B. Dry out soggy subgrade before placing slabs unless wetting is uniform and placing can be done without damage to subgrade.
- C. Place slab screeds to precise elevations.
- D. Obtain the Engineer's approval of subgrade and screeds prior to concrete placement.

3.7 MIXING CONCRETE

- A. Mix and deliver in accordance with ASTM C94.
- B. Clean and maintain equipment for good operation.
- C. Job mix concrete in approved type mixer for minimum of one and one-half minutes for one cubic yard batch. Add 15 seconds for each half yard increase over one yard batch.

3.8 PLACING CONCRETE

A. General Requirements

1. Give notice before placement.
2. Discharge within one hour after start of mixing.

B. Handling and Transporting

1. Use method to prevent segregation.
2. Use buckets, chutes, buggies, pipes, troughs, or pumping.
3. Protect against sun and wind, to prevent loss of slump and workability.
4. Use of aluminum equipment not permitted.

C. Depositing

1. Continuous horizontal layers twelve inches thick in structures and foundations.
2. Concrete shall not be placed when the temperature is below 40° F and falling, or when the temperature is above 95° F and rising. Concrete may be placed when the temperature is between 40° F and 95° F. Excavations and reinforcing shall be free of all frost.
3. Slabs and Flatwork:
 - a. Drop concrete in position; do not draw or rake concrete laterally to position.
 - b. Place concrete continuously in any one part of the work. If a whole part of the work cannot be placed monolithically, place to construction joints indicated on drawings, or as approved. Retighten forms, clean hardened surfaces, and cover with bonding compound before placing against hardened concrete.
 - c. Place sloped concrete from bottom up.
 - d. Use temporary screeds to maintain levels and slopes as required. Provide adequate support for screeds to maintain accurate elevations.
4. Limit free fall to five feet.
5. Use tremies for free fall over five feet.
6. Maintain temperature above 40°F.
7. Use retarding agent for air temperatures above 85°F.
8. Provide thermometer for temperature verification.
9. In forms over 8" deep, vibrate concrete after placement. **DO NOT USE VIBRATOR TO CAUSE CONCRETE TO FLOW.** Extend wand full depth of pour, allowing wand to vibrate a maximum of 5 seconds per extension. Vibrate placement every 12 to 18 inches, depending on depth and width of form.

3.9 CURING CONCRETE

- A. Cure for six consecutive curing days.
- B. Cure high-early-strength concrete for three consecutive curing days.
- C. "Curing Day" is a calendar day whose temperature is above 50°F for at least 19 hours.

3.10 FORM REMOVAL

- A. Remove forms under slabs, beams, or girders after seven days.
- B. Remove all other forms after two days.

3.11 PATCHING CONCRETE

- A. Patch honeycomb and tie holes.

3.12 DEFECTIVE WORK

- A. Repair or replace immediately after form removal at contractor's expense.

3.13 SLAB FINISH

- A. Slope – Confirm lack of slope before proceeding, when the plans show walks, drives, paving or gutters without slope.
 - 1. Walk cross slope not to be greater than 1.5%, or less than 1.0%.
 - 2. Landing shall not be greater than 1.5%.
- B. Edging – 3/8" radius edging shall be provided at walk and paving edges, expansion joints and other places where needed to form neat appearance.
- C. Jointing for Walks and Paving
 - 1. Expansion Joint Width – 3/4-inch thick with wrapped, smooth dowels to maintain alignment.
 - 2. Control Joint Depth – 1/5 of the slab thickness unless shown otherwise. Control joints in concrete slabs to be saw cut within 6 to 10 hours of concrete placement.
 - 3. Tool joints in sidewalks for good appearance and then saw if necessary to achieve 1/5 of slab thickness to control cracking.
- D. Finishes
 - 1. Floor Slabs
 - a. Steel trowel finish, class BX
 - b. Depression in floor between high spots shall not be greater than 1/8-inch below a 3-foot straight edge. Level slabs shall not vary more than 1/2-inch in 30 feet.
 - c. Slope floor at 1/8" per linear foot toward floor drain.
 - 2. Walks, Curbs, Steps – Steel trowel with soft broom finish.
 - 3. Paving Ramps and Drives
 - a. Stiff broom finish.
 - b. Score ramps as shown on the drawings.
 - 4. Foundations – Wood Float finish.

3.14 RUB-FINISHED SURFACES

- A. Rub-finished exposed vertical and battered surface from six inches below final ground line or low water to top.
- B. Provide two (2) rubbings.
 - 1. First with No.16 carborundum stone.
 - 2. Second with No.30 carborundum stone.
- C. Finish to provide clean, smooth, uniform surface.

3.15 CLEAN-UP

- A. Clean area from time to time during construction and clean area completely after completion of concrete work.

END OF SECTION

SECTION 05120

STEEL STRUCTURES

PART 1—GENERAL

1.1 DESCRIPTION

- A. Extent of Work - This Section governs fabrication and erection of structural steel including attachments of structural members and anchor devices for attachment to concrete.

1.2 RESPONSIBILITY FOR PERFORMANCE

- A. Coordinate the requirements of the Structural Drawings with the requirements of this Section. Notations on the Structural Drawings take precedence.
- B. No trademarks or manufacturer's names shall appear on exposed members.

1.3 MINIMUM COMPLIANCE STANDARDS

- A. Applicable Codes and Specifications
 - 1. AISC "Code of Standard Practice for Steel Buildings and Bridges", latest edition.
 - 2. AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings" and including the "Commentary of the AISC Specification", latest edition.
 - 3. AWS D1.1 2010, "Structural Welding Code". (or latest edition)
 - 4. ASTM A6 "General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use".
 - 5. International Building Code, latest edition.
 - 6. OSHA, "Occupational Safety and Health Standards".
- B. Test
 - 1. Inspection tests for each production lot of A325 bolts.
 - 2. Mill tests to verify materials meet applicable ASTM A36, A501, or A992 specifications.
 - 3. Field tests and inspection for conformance with "Applicable Codes and Specifications" listed herein.

1.4 WELDER QUALIFICATION

- A. Each welder performing Work on the Project shall be qualified in accordance with American Welding Society Structural Welding Code, AWS D1.1 not more than six months prior to commencement of welding on this Project.
- B. Copies of each Welder's qualification records shall be available to the Engineer.

1.5 SUBMITTALS

A. Shop Drawings

1. Structural steel, connections, base plates, and splices.
2. Camber and erection diagrams.
3. Erection drawings showing sequence of erection, location of falsework, and location of ground and air splices.

B. Anchor Bolt Drawings - Prepare setting Drawings, indicating locations of structural bolts, and fastening holes for other Work.

1.6 PROTECTION

A. Handle material so as to prevent its injury or damage.

B. Store material on skids above ground and keep clean, properly drained, and protected from elements causing corrosion.

C. Store beams upright and prevent excessive deflection.

PART 2—PRODUCTS

2.1 MATERIALS

A. Rolled Steel Shapes - ASTM A992.

B. Steel Plates - ASTM A36 or ASTM A992 to tolerances of ASTM A6.

C. Structural Tubing

1. Steel Pipe Columns – ASTM A501, ASTM A53, Types E or S, Grade B
2. Structural Tubing Columns – ASTM A500, Grade B

D. Bolts

1. Standard bolts - ASTM A307-76b.
2. High-strength bolts - ASTM A325-76b.

E. Welding - AWS E70 Series Welding Electrodes.

F. Bearing Pads - As shown on plans, provide reinforced fluorocarbon TFE bearing pads fabricated from materials conforming to ASTM D1457, as manufactured by the Fluorocarbon Company, Pine Brook, NH 07058.

G. Shrinkage-Resistant Grout

1. Type - Premixed, non-shrink, non-metallic grout.
2. Applicable Standards - Corps of Engineers CRD-C 621-82B.

3. Brands and Manufacturers
 - a. Master Builder's "Masterflow 713".
 - b. Gifford-Hill "Supreme".
 - c. Sauereisen "Sauereisen F-100".

2.2 FABRICATION

- A. Connections – Shall be designed by a well experienced Structural Engineer in Structural Steel design, and shop drawings shall be sealed with a State of Texas seal indicating license and name.
 1. Shop – Welded
 2. Field – High Strength ASTM A325 bolts
- B. Connections - Bolted
 1. 3/4-inch diameter high strength bolts for bolted connections in main structural steel.
 2. 3/4-inch diameter standard bolts for bolted connections in secondary steel; i.e., stair treads, handrail posts, and ladders.
 3. Bolted connections to meet requirements of AISC and beam connection shall be designed for $\frac{1}{2}$ of total allowable uniform load listed in AISC Beam Tables x(1/2 W). Use 3/8" thick (minimum) angles for connections. Where beams support concentrated loads, design connections to support maximum allowable web shear load (V). Use 3/8" thick (minimum) steel angles for connections. Use AISC Manual for framed beam connections tables.
 4. Two bolts per connection, minimum.
 5. Gusset plates 3/8-inch minimum thickness unless noted otherwise.
 6. Design high-strength bolted connections as bearing-type with threads included in shear plane.
- C. Connections - Welded
 1. Welded connections to meet requirements of AISC and AWS and shall be designed for $\frac{1}{2}$ of total allowable uniform load listed in AISC Beam Tables x(1/2 W). Use 3/8" thick (minimum) angles for connections. Where beams support concentrated loads, design connections to support maximum allowable web shear load (V). Use 3/8" thick (minimum) steel angles for connections. Use AISC Manual for framed beam connections tables.
 2. Welded connections to be seal welded for exterior exposure.
 3. Assemble and weld using balanced methods to avoid warpage.
 4. Grind exposed fillet and flush welds smooth, dress, and fill with body solder as required, where exposed to view on exterior or within finished interior spaces.
- D. Galvanizing (where shown on plans)
 1. Structural steel shapes, plates, bars, tubing to meet requirements of ASTM A123.
 2. High-strength and standard bolts, nuts, and washers to meet requirements of ASTM A153.
 3. Assembled products to meet requirements of ASTM A384, A385, & A386.

4. Preparation for Galvanizing
 - a. Complete fabrication and assembly.
 - b. Remove rough spots and burrs.
 - c. Remove welding flux.
 - d. Clean steel of oil, grease, and paint.
 - e. Remove rust, mill scale, and other deposits.

2.3 SHOP PRIMER

- A. Preparation - Remove loose mill scale, loose rust, and other foreign materials to the SSPC Standards.
- B. Acceptable Primers - Any primer that meets Federal SSPC specifications for use over the specified preparation. Three such primers are F.S. TT-P-86, Type I or II, SSPC-Paint 4-64T or F.S. TT-P636D iron oxide zinc chromate alkyd primer. Do not prime pieces required to be fire proofed.
- C. Proprietary Primers - Use is permissible when performance properties equal those mentioned above.
- D. Thickness - 2.0 mils minimum dry film, except for minor deficiencies.
- E. Physical Damage - Touch up erection damages.

2.4 MARKING

- A. Clearly mark each piece for erection identification.
- B. Location of marks on each piece to correspond to location shown on erection drawings.
- C. Ship bolts, nuts, and washers in containers clearly tagged or marked as to size.

PART 3—EXECUTION

3.1 RECEIPT OF PRODUCT

- A. Inspect products for damage concurrent with unloading.
- B. Products to be segregated at unloading to facilitate identification in erection.

3.2 ERECTION

- A. General
 1. Steel work to be plumb and level.
 2. Maintain structural stability during erection.
 3. Erection bolts shall be replaced with permanent bolts and connections and completed as soon as possible after structure is plumb and level.
 4. Clean bearing surfaces and other surfaces before assembly which will be in permanent contact.

5. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
6. Install grout under base plates and where shown per Manufacturer's specification.

B. Field Bolting

1. Bolted connections to meet requirements of fabrication drawings.
2. Tighten bolts to meet requirements of "Specification for Structural Joints using ASTM A325 or A490 Bolts" as endorsed by AISC.
3. Drifting required for assembly shall not distort the steel or enlarge holes. Holes reamed to larger size to have larger bolts installed.

C. Field Welding

1. Meet requirements of AISC and AWS.
2. Seal weld welded connections with exterior exposure.
3. Exposed Welded Construction - Remove erection bolts, fill holes with plug welds, and grind smooth at exposed surfaces.

D. Field Painting and Touch-Up

1. Field Painting - Where shown on plans, conform to Specification "Painting".
2. Repair damaged galvanized surfaces with zinc rich paint per manufacturing requirements. Color to match galvanized finish.
3. Touch up primed or painted steel as required.

3.3 ADJUSTMENT AND CLEANING

- A. Do not use gas cutting torches for correcting fabrication errors in structural framing, except on secondary members.
- B. Finish gas-cut sections equal to a sheared appearance.
- C. Remove excess material, falsework, and debris after completion of work.

END OF SECTION

SECTION 16100

ELECTRICAL SERVICE AND DISTRIBUTION

PART 1—GENERAL

1.1 DESCRIPTION

This section governs for furnishing, installing, testing and placing in service electrical systems.

1.2 QUALITY ASSURANCE

- A. Comply with all National Electrical Code (NEC) requirements, local ordinances, and State and Federal regulations as applicable to this project.
- B. Manufacturer – Furnish products of manufacturers named unless otherwise approved.

1.3 STORAGE AND HANDLING

Maintain materials and equipment in like-new condition. Prevent accumulation of construction dirt and excess condensation.

1.4 INSPECTIONS AND TESTS

- A. Pre-Energization and Operating Tests – The complete electrical system shall be performance tested when first installed on-site. Each protective, switching, and control circuit shall be adjusted in accordance with the recommendations of the protective device study and tested by actual operation using current injection or equivalent methods as necessary to ensure that each and every such circuit operates correctly to the satisfaction of the authority having jurisdiction.
 - 1. Instrument Transformers – All instrument transformers shall be tested to verify correct polarity and burden.
 - 2. Protective Relays – Each protective relay shall be demonstrated to operate by injecting current or voltage, or both, at the associated instrument transformer output terminal and observing that the associated switching and signaling functions occur correctly and in proper time and sequence to accomplish the protective function intended.
 - 3. Switching Circuits – Each switching circuit shall be observed to operate the associated equipment being switched.
 - 4. Control and Signal Circuits – Each control or signal circuit shall be observed to perform its proper control function or produce a correct signal output.
 - 5. Metering Circuits – All metering circuits shall be verified to operate correctly from voltage and current sources, similarly to protective relay circuits.
 - 6. Acceptance Tests – Complete acceptance tests shall be performed, after the station installation is completed, on all assemblies, equipment, conductors, and control and protective systems, as applicable, to verify the integrity of all the systems.

7. Relays and Metering Utilizing Phase Differences – All relays and metering that use phase differences for operation shall be verified by measuring phase angles at the relay under actual load conditions after operation commences.
- B. Test Report – A test report covering the results of the tests required in NEC 225.56(A) shall be delivered to the authority having jurisdiction prior to energization.

PART 2—PRODUCTS

2.1 ELECTRICAL

- A. Conductors – To be copper unless otherwise specified and of size and type to conform to the requirements of National Electric Safety Code for loading and location
- B. Switches and Controls – To be the size specified and comply with the National Electric Manufacturers Association (NEMA) standards. Devices, controls and material shall be subject to applicable codes and regulations. Deviation from plans and specifications shall have the prior approval of the Engineer.
- C. Conduit-Outdoor
1. Underground and Under Foundations and Slabs – Schedule 40 electrical grade PVC for horizontal runs. At stub-ups from underground, install galvanized heavy wall rigid steel (UL) for the last three feet of horizontal run, radius, and vertical riser, unless noted otherwise. Install 9” wide yellow “Electrical Warning” tape 6” directly above underground conduit.
 2. Outdoor Exposed – Galvanized heavy wall rigid steel (UL) conduit.
- D. Conduit-Indoor – Inside buildings, covered or protected areas use Electrical Metallic Tubing (EMT) conduit.
- E. Flexible Conduit – “Sealtite,” type US, by American Brass Company or Anaconda.
- F. Conduit Fittings – Crouse-Hinds, Appleton, or Killark. Unless noted otherwise, provide setscrew connections and couplings.
- G. Electrical Panels – Plug-in type circuit breakers with capacity as required. Approved Manufacturers: G.E., Westinghouse, Cutler-Hammer, Square-D, or Allen-Bradley.
- H. Indoor Receptacles – Heavy Duty, 20A min. “specification” grade, with wiring clamps with large head screws for positive clamping of wiring for back and side wiring method, equal to Hubbell 5362. Finish to match existing receptacles where applicable. Finish per Architect for new construction.
- I. Switches – Heavy Duty, 20A min. “specification grade,” equal to Hubbell 1221. Where show on plans 3-way switches shall be Heavy Duty, 20A min. “specification grade,” equal to Hubbell 1223. Finish to match existing switches where applicable. Finish per Architect for new construction.
- J. Outdoor Receptacles – Weatherproof spring cover and conduit box (code approved) with GFCI protection.

K. Photoelectric/Timer Lighting Controls

1. Photocells

- a. Photocells to be U.L. listed and electronic.
- b. Load capacity to be 1800 VA minimum but not less than 125% of load including power factor correction.
- c. Photocells to have integral surge/lightning protection.
- d. Photocell to have delay action to prevent de-energizing load due to light from headlights or lightning.
- e. Acceptable brand names include: Tork, Paragon, & Intermatic. Photocell brand to match timer brand.

2. Timers

- a. Timers to be U.L. listed and mechanical.
- b. Load capacity to be rated at a minimum of 125% of load including power factor correction.
- c. Timer to provide 24-hour control. Provide one ON and one OFF tripper; timer to be capable of at least 3 on/off operations by adding additional trippers.
- d. Provide manual override.
- e. Acceptable brand names: Tork, Paragon, & Intermatic. Timer brand to match photocell brand.

3. Installation – Install all controls per manufacturer's recommendations.

- a. Relays can be eliminated if contacts are rated for the actual load.
- b. Do not use latching contactors.
- c. Mount photocells in an upright position facing toward natural light and away from artificial lights, tree shadows, and building shadows.

PART 3—EXECUTION

3.1 GENERAL

- A. Install all equipment and materials in accordance with recommendations of each equipment manufacturer.
- B. Space allocations and utility rough-ins have been designed on the basis of equipment items named by manufacturer and model number. If any equipment not so named is offered which differs substantially in dimensions or configuration from the named equipment, provide scaled shop drawings showing that the substitute can be installed in the same space available without interfering with other trades or with access for operation and maintenance in the completed project. The Installer shall coordinate final rough-in locations with actual equipment furnished.
- C. Use only workmen skilled in this type of work.

3.2 INSTALLATION

A. CONDUIT

- 1. Steel Conduit Installation Practices: AISI Handbook "Steel Electrical Raceways" for steel.

2. Sleeves through footings for exterior runs to be "OZ" Series FSK, WSK, G and W, or 3M.
3. Exposed raceways to be installed parallel or perpendicular to walls, structural members of intersections, or vertical planes and ceilings.
4. Screw clamp backs to be used with conduits run on walls or ceilings.
5. Place an approved (OZ, Crouse-Hinds, Appleton) expansion fitting where crossing building expansion joints.
6. Install 9" wide yellow "Electrical Warning" tape 6" above outdoor buried conduit.

B. WIRE AND CABLE

1. Size – Type THHN or THWN stranded, 75°C min. not smaller than No. 12 AWG, except control wire to be as required by the manufacturer. No. 12 AWG may be stranded or solid.
2. Branch circuit grounding conductors in conduit to be insulated unless otherwise noted.
3. Color coding – In accordance with NEC for color code control wires.
4. Connections and Splices in Dry Locations – For circuits loaded at less than 600 Volts AC, pressure connectors may be used (except for motors). Use compression lugs at motor terminals. Use compression sleeves for splices of No. 8 AWG and larger. Use electrical spring connectors (Scotchlock or 3M) for connections and wire joints in lighting and receptacle outlet boxes, and control junction boxes with terminal strips. Maximum wire size No. 8 AWG for spring connectors. Cover all splices, joints, and free ends of conductors with insulation equivalent to that of conductors or with insulating device suitable for the purpose.

C. PANELS

1. Top operating handle not to exceed 6 feet and 6 inches from finished floor.
2. Label all circuits on director card with embossing tape prior to job completion.
3. Three-layer laminated nameplates shall be 3/32" inch thick, lengths as required to accommodate lettering, and in 3/4" and 1 1/4" widths. Each plate shall have adhesive backing with pull-apart resistance of at least 100 PSI and be attached to panels with screws. Plates shall be laminated type with black background and white letters.
4. All sub panels shall have nameplate installed inside panel door stating the panel it is powered from.

D. FLEXIBLE CONDUIT CONNECTIONS

Minimum of 2 feet to be provided for equipment subject to vibration or movement and to all motors. Arrange to facilitate motor removal.

E. DISCONNECT SWITCHES

1. Unless noted otherwise provide non-fused disconnect switches for all outside equipment, including but not limited to, air conditioning condensing units and roof-mounted exhaust fans.
2. Provide local disconnect for all appliances as required by NEC not within 50ft and line-of-sight of associated circuit breaker.

END SECTION

SECTION 16500

LIGHTING

PART 1—GENERAL

1.1 SCOPE

- A. Work of this Section shall include the following items:
 - 1. Interior LED
 - 2. Exterior LED
 - 3. Emergency Lighting System

1.2 SUBMITTALS

- A. Submittals that deviate or substitute products or items differing from those specified shall provide cut sheets of both the specified item and the proposed substitution for product comparison. **Submittals not following this procedure will not be reviewed.**

PART 2—PRODUCTS

2.1 LIGHTING FIXTURES AND LAMPS

- A. Provide fixtures including interior and exterior fixtures and emergency battery pack type fixtures as indicated on the plans and described in the schedule.
- B. All battery packs supplying emergency lighting fixtures shall be capable of sustained operation for at least 90 minutes without any degradation in performance and without going into deep cell discharge.
 - 1. When the fixture is powered by the battery pack, at least one third of the normal light output shall be available for emergency lighting unless otherwise noted on the plans.
 - 2. All emergency lights shall have a lighted push-to-test button clearly visible and accessible.
 - 3. All battery packs shall be NICAD unless noted otherwise on the plans.
- C. Fixtures shall be complete with lamps as indicated, internal wiring, drivers, transformers, brackets, fittings, lenses, louvers, guards, reflectors, pole supports and accessories as required, indicated or detailed.
- D. Fixture make and model designations are shown in the lighting schedule on the Project drawings. Acceptable manufacturers are Lithonia Lighting, Cooper Lighting, Cree, Philips, RAB Lighting, and Hubbell/Prescolite provided substitutions meet the design intent and specifications of the scheduled fixtures including, but is not limited to color, shape, size, and output. Substitutions for products other than those stipulated will be considered by the Architect up to 3 days before the receipt of bids. The burden of proof of equality rests with the Prime Bidder. **Substitutions shall be by Architect's written approval only and may require submission of samples.**

- E. Provide a transformer/driver for LED lights that meets the manufacturer's requirements. Verify with the manufacturer the minimum and maximum number of fixtures that can be powered from a single transformer/driver so as to provide stable, flicker-free operation and long life.

2.2 CONTROLS

- A. Provide controls as indicated on the plans and described in the schedule.
- B. Power packs shall be furnished with dual voltage transformer (120/277 VAC) to 15 VDC for powering remote sensors. Each power pack shall be capable of switching lighting loads on and off using internal relays. Installation of power packs shall be connected via elongated chase nipple mounted directly through a 1/2" knockout into a junction box with wire leads connected to 18 to 22 AWG low voltage cable running to the sensors. For plenum rated ceilings the power pack shall be enclosed in an adjacent junction box. All power packs shall be capable of powering a minimum of 10 sensors.
- C. Ceiling mounted sensors shall be dual technology large motion (360°). Each shall be capable of mounting to finished ceilings (e.g., ceiling tiles, sheetrock, plaster). Dual technology shall be considered as Passive Infrared (PIR) and Microphonic where occupants are stationary for long periods of time. All sensors shall have a radial coverage of approximately 2000 ft² when mounted at 9 feet.
- D. Wall or corner mounted sensors shall be dual technology capable of detection of movements up to 40 feet away.
- E. Sensor shall be capable of being wired together or along with any other low voltage sensors.
- F. Wall switches with sensor shall be low profile, soft-click buttons, and provide small motion detection up to 20 feet utilizing dual technology. Switches shall also be compatible with 0-10V dimming luminaires.

PART 3—EXECUTION

3.1 LIGHTING FIXTURES

- A. Installation methods for each fixture shall be as indicated or detailed and as recommended by the fixture manufacturer for the application. Supports such as mounting brackets, hangers, clamp, etc., shall be provided in the best practical manner consistent with good workmanship and appearance.
- B. Any fixture damaged during construction prior to final acceptance of the project shall be replaced or repaired to the satisfaction of the Engineer.
- C. Contractor shall note architectural finish schedules and existing conditions and furnish proper mounting accessories or trim as required to properly mount each fixture type.
- D. Recessed fixtures shall be provided with mounting frames or rings and shall finish flush to the ceiling without light leaks. Fixtures shall be connected by means of 3/8"

flexible metal conduit (max 6'-0" length) from outlet boxes mounted above or alongside the fixture. "Daisy-chaining" will not be permitted

- E. Fixtures exposed to outdoor temperatures shall be rated for 0-degree Fahrenheit operation.

END OF SECTION



COMcheck Software Version COMcheckWeb Envelope Compliance Certificate

Project Information

Energy Code: 2018 IECC
Project Title: Fueling Center Reconstruction
Location: Bryan (Brazos), Texas
Climate Zone: 2a
Project Type: New Construction

Construction Site:
1111 Waco St.
Bryan, Texas 77803

Owner/Agent:
City of Bryan
1111 Waco St.
Bryan, Texas 77803
979-209-5900

Designer/Contractor:
GLS
4077 Cross Park Drive #100
Bryan, Texas 77802
979-776-9700

Additional Efficiency Package(s)

Credits: 1.0 Required 1.0 Proposed
Reduced Lighting Power, 1.0 credit

Envelope Assemblies

(a) Budget U-factors are used for software baseline calculations ONLY, and are not code requirements.

Envelope TBD: Reduced Lighting Power efficiency option invalid - requires lighting



COMcheck Software Version COMcheckWeb Interior Lighting Compliance Certificate

Project Information

Energy Code: 2018 IECC
Project Title: Fueling Center Reconstruction
Project Type: New Construction

Construction Site: 1111 Waco St. Bryan, Texas 77803	Owner/Agent: City of Bryan 1111 Waco St. Bryan, Texas 77803 979-209-5900	Designer/Contractor: GLS 4077 Cross Park Drive #100 Bryan, Texas 77802 979-776-9700
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Additional Efficiency Package(s)

Credits: 1.0 Required 1.0 Proposed
Reduced Lighting Power, 1.0 credit

Allowed Interior Lighting Power

Proposed Interior Lighting Power

Interior Lighting TBD: No lighting fixtures specified



COMcheck Software Version COMcheckWeb

Exterior Lighting Compliance Certificate

Project Information

Energy Code: 2018 IECC
 Project Title: Fueling Center Reconstruction
 Project Type: New Construction
 Exterior Lighting Zone: 2 (Light industrial area with limited nighttime use (LZ2))

Construction Site: 1111 Waco St.
 Bryan, Texas 77803
 Owner/Agent: City of Bryan
 1111 Waco St.
 Bryan, Texas 77803
 979-209-5900
 Designer/Contractor: GLS
 4077 Cross Park Drive #100
 Bryan, Texas 77802
 979-776-9700

Allowed Exterior Lighting Power

A Area/Surface Category	B Quantity	C Allowed Watts /	D Tradable Wattage	E Allowed Watts (B X C)
Fueling center (Emergency services, loading area)	2800 ft ²	0.35	No	980
Total Tradable Watts (a) =				0
Total Allowed Watts =				980
Total Allowed Supplemental Watts (b) =				400

- (a) Wattage tradeoffs are only allowed between tradable areas/surfaces.
- (b) A supplemental allowance equal to 400 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

Proposed Exterior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixture	D Fixture Watt.	E (C X D)
<u>Fueling center (Emergency services, loading area, 2800 ft²): Non-tradable Wattage</u>				
LED: W1: Canopy LED: Other:	0	18	52	936
Total Tradable Proposed Watts =				0

Exterior Lighting PASSES: Design 0.0% better than code

Exterior Lighting Compliance Statement

Compliance Statement: The proposed exterior lighting design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed exterior lighting systems have been designed to meet the 2018 IECC requirements in COMcheck Version COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Justin Farley, P.E. - Electrical Engineer
 Name - Title

Signature

1-5-2024
 Date



COMcheck Software Version COMcheckWeb
Mechanical Compliance Certificate

Project Information

Energy Code: 2018 IECC
 Project Title: Fueling Center Reconstruction
 Location: Bryan (Brazos), Texas
 Climate Zone: 2a
 Project Type: New Construction

Construction Site: 1111 Waco St. Bryan, Texas 77803	Owner/Agent: City of Bryan 1111 Waco St. Bryan, Texas 77803 979-209-5900	Designer/Contractor: GLS 4077 Cross Park Drive #100 Bryan, Texas 77802 979-776-9700
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Additional Efficiency Package(s)

Credits: 1.0 Required 1.0 Proposed
 Reduced Lighting Power, 1.0 credit

Mechanical Systems List

Quantity System Type & Description

Mechanical Compliance Statement

Compliance Statement: The proposed mechanical design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed mechanical systems have been designed to meet the 2018 IECC requirements in COMcheck Version COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Name - Title _____ Signature _____ Date _____



Inspection Checklist

Energy Code: 2018 IECC

Requirements: 0.0% were addressed directly in the COMcheck software

Text in the "Comments/Assumptions" column is provided by the user in the COMcheck Requirements screen. For each requirement, the user certifies that a code requirement will be met and how that is documented, or that an exception is being claimed. Where compliance is itemized in a separate table, a reference to that table is provided.

Section # & Req.ID	Plan Review	Complies?	Comments/Assumptions
C103.2 [PR8] ¹	Plans, specifications, and/or calculations provide all information with which compliance can be determined for the exterior lighting and electrical systems and equipment and document where exceptions to the standard are claimed. Information provided should include exterior lighting power calculations, wattage of bulbs and ballasts, transformers and control devices.	<input checked="" type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C406 [PR9] ¹	Plans, specifications, and/or calculations provide all information with which compliance can be determined for the additional energy efficiency package options.	<input checked="" type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	

Additional Comments/Assumptions:

1	High Impact (Tier 1)	2	Medium Impact (Tier 2)	3	Low Impact (Tier 3)
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Section # & Req.ID	Rough-In Electrical Inspection	Complies?	Comments/Assumptions
C405.2.5 [EL28] ^{null}	Manual controls required by the energy code are in a location with ready access to occupants and located where the controlled lights are visible, or identify the area served and their status.	<input checked="" type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.2.6 [EL30] ^{null}	Automatic lighting controls for exterior lighting installed. Controls will be daylight controlled, set based on business operation time-of-day, or reduce connected lighting > 30%.	<input checked="" type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.6 [EL26] ²	Low-voltage dry-type distribution electric transformers meet the minimum efficiency requirements of Table C405.6.	<input checked="" type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.7 [EL27] ²	Electric motors meet the minimum efficiency requirements of Tables C405.7(1) through C405.7(4). Efficiency verified through certification under an approved certification program or the equipment efficiency ratings shall be provided by motor manufacturer (where certification programs do not exist).	<input checked="" type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.8.2, C405.8.2.1 [EL28] ²	Escalators and moving walks comply with ASME A17.1/CSA B44 and have automatic controls configured to reduce speed to the minimum permitted speed in accordance with ASME A17.1/CSA B44 or applicable local code when not conveying passengers.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input checked="" type="checkbox"/> Not Applicable	
C405.9 [EL29] ²	Total voltage drop across the combination of feeders and branch circuits <= 5%.	<input checked="" type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	

Additional Comments/Assumptions:

1	High Impact (Tier 1)	2	Medium Impact (Tier 2)	3	Low Impact (Tier 3)
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Project Title: Fueling Center Reconstruction
 Data filename:

Report date: 01/05/24
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Section # & Req.ID	Final Inspection	Complies?	Comments/Assumptions
C405.5.1 [FI19] ¹	Exterior lighting power is consistent with what is shown on the approved lighting plans, demonstrating proposed watts are less than or equal to allowed watts.	<input checked="" type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	See the Exterior Lighting fixture schedule for values.
C408.1.1 [FI57] ¹	Building operations and maintenance documents will be provided to the owner. Documents will cover manufacturers' information, specifications, programming procedures and means of illustrating to owner how building, equipment and systems are intended to be installed, maintained, and operated.	<input checked="" type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	

Additional Comments/Assumptions:

1 High Impact (Tier 1)	2 Medium Impact (Tier 2)	3 Low Impact (Tier 3)
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Project Title: Fueling Center Reconstruction
Data filename:

Report date: 01/05/24
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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: Plasicity 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: _____ | | |
| 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 workforces 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 _____

UTILITY	DATE/TIME UTILITY CALLED	DATE/TIME UTILITY RESPONDED	NAME OF UTILITY CONTACT
Texas One Call			
Frontier			
C.O.B. Engineering Dept.			
C.O.B. Water Services			
BTU			
Altice / SuddenLink			
Atmos Gas			

Miscellaneous: _____

TELEPHONE NUMBERS FOR LOCATION OF CABLES & LINES

Texas One Call	811
AT&T	1-800-225-5288
Sprint	1-866-866-7509
Frontier	1-800-921-8101
Southwestern Gas Pipeline	903-536-7012
Bryan Woodbine Gathering	979-776-0121
BWOC	972-934-3800
Exxon Pipeline Company	1-800-537-5200
Energy Transfer	1-800-375-5702 or 210-404-2730
Atmos Gas	1-800-545-6005
Altice / SuddenLink	877-778-2486
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**

CRAFT	BASIC HOURLY RATES
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 WILLIAM SMITH	Title CHIEF FINANCIAL OFFICER	Date January, 2024
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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**

General Provisions
November 2016

I N D E X
GENERAL PROVISIONS AND REQUIREMENTS

ITEM 1 - DEFINITION OF TERMS

- 1.1 Definition of Terms**
- 1.2 Abbreviations**
- 1.3 Advertisement**
- 1.4 Proposer**
- 1.5 City**
- 1.6 City Attorney**
- 1.7 City Council**
- 1.8 City Engineer**
- 1.9 City Manager**
- 1.10 City Secretary**
- 1.11 Contract**
- 1.12 Contractor**
- 1.13 Contract Bond**
- 1.14 Final Completion**
- 1.15 Inspector**
- 1.16 Mayor**
- 1.17 Plans**
- 1.18 Proposal**
- 1.19 Proposal Guarantee**
- 1.20 Right-of-way**
- 1.21 Special Provisions**
- 1.22 Specifications**
- 1.23 Substantially Completed**
- 1.24 Superintendent**
- 1.25 Surety**
- 1.26 The Work**
- 1.27 Working Day**
- 1.28 Calendar Day**
- 1.29 Business Day**

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- 2.2 Quantities in Proposal Form**
- 2.3 Examination of Plans, Specifications & Site of the Work**
- 2.4 Proposer Qualifications**
- 2.5 Preparation of Proposal**
- 2.6 Irregular Proposals**
- 2.7 Proposal Guaranty**

- 2.8 Filing of Proposal**
- 2.9 Withdrawing Proposals**
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- 5.7 Authority and Duties of Inspectors**
- 5.8 Project Safety**
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- 9.3 Payment for Extra Work**
- 9.4 Partial Estimates**
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- 9.7 Guarantee of Work**

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 **PROPOSER**: 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 the City Attorney's 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 the City Secretary's 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 Purchasing Manager by the person, persons, partnership, company, firm, association, or corporation proposing to do the work contemplated, including the approved form on which the formal proposals for the work are to be prepared.
- 1.19 **PROPOSAL GUARANTY**: The security designated in the advertisement and proposal, to be furnished by each Proposer as a guaranty 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 \$75.00 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 AM and 6 PM. 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 AM and 5 PM 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 PROPOSERS

2.1 PROPOSAL FORM

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

- Project Data - Describes general location and work to be performed including any special concerns, the Project Budget and Planned Completion Date and/or contract days.
- Cost Proposal - An itemized list of work to be performed, materials to be furnished and the time the work is to be completed.
- Selection Criteria and Weighting
- Felony Conviction Notification Form

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 proposals 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 proposal 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 proposal item.

2.3 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

Proposers 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. Proposers 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. Proposers 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 Proposer has made the examination, investigations, and tests required herein.

2.4 **PROPOSER QUALIFICATIONS**

As of February 1, 2019, Proposer qualifications are established by the Contractor Registration program. A copy of the registration form and instructions on how to complete the form is included in Appendix A. Should the scope of work for these RFP documents fall outside of the construction classifications approved by the Contractor's Registration process, a "**Statement of Qualifications**" may be required. Additional qualifications would be limited to the activities not previously presented.

In that event, the Proposer must furnish sufficient written evidence that single bona fide contracts, in excess of two-thirds (2/3) of the face amount of this Proposal, have been successfully and satisfactorily completed on work of a similar nature. This evidence shall be furnished on a statement of qualifications included with the Proposal, and shall show job locations, type of projects, contract amounts and dates completed. The Proposer 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 Proposal. The successful Proposer, 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 Proposer shall submit his proposal on the forms furnished by the City. All blank spaces in the form shall be correctly filled in and the Proposer 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 Proposer/Contractor is a corporation, the original seal of corporation must be affixed to the proposal bond, payment bond, performance bond and contract. If these documents are presented without the corporate seal, Proposer/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 Proposal; failure to do so may result in an automatic disqualification of the Proposal.

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 Proposals, 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 Proposer's Bond, payable unconditionally to the City of Bryan, Texas. The cashier's check or proposer's bond shall be in the amount of, not less than, that shown in the proposal instructions. All Proposals shall remain subject to acceptance for 90 business days after the day of the Proposal opening, unless the City and the Proposer mutually agree to extend past the first 90 business days, but the City may, at the City's sole discretion, release any Proposal and return the proposal 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 Proposer will execute the contract and provide required insurance within five (5) business days and will provide to City all submittals required by this contract within ten (10) business days from Notice of Intent to Award and will furnish the required Payment and Performance 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 Purchasing office at 205 E. 28th Street, 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 Proposers. The proposal shall include the Proposal Form, Felony Conviction Notice, Certification and Bonds. Statement of Contractor and References may also be submitted as part of the proposal.

2.9 WITHDRAWING PROPOSALS

A Proposer may withdraw his proposal provided his request in writing to do so is in the hands of the officials indicated in the Notice to Proposers by the time set for opening of proposals. A Proposer 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 Purchasing Manager prior to the time set for opening of proposals. Requests by telephone, fax, or email for changes in proposal prices or for withdrawal of proposals will not be considered.

2.10 OPENING PROPOSALS

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

2.11 DISQUALIFICATION OF PROPOSER

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

- (a) The Proposer has not submitted a Contractor's Registration packet and received a score of 70 or better prior to the date of the Proposal opening for the proposal being considered.
- (b) Reason for believing collusion exists among the Proposers.
- (c) Reasonable grounds for believing that any Proposer is interested in more than one proposal for the work contemplated.
- (d) The Proposer being interested in any litigation against the City.
- (e) The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- (f) Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, background investigation by the City, etc.
- (g) Uncompleted work that in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.
- (h) Proposals in which prices are unbalanced (disproportionately allocated among the line items).
- (i) 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 Proposals. 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 PROPOSALS

After proposals are opened, the proposals will be tabulated for comparison on the basis of the selection criteria shown in the proposal. Pursuant to Government Code Chapter 2269, subchapter D, the City of Bryan may enter into a contract with the Offeror meeting all the qualifications and specifications that submits the Competitive Sealed Proposal that offers the best value to the City considering the selection criteria and weighted value set forth in the request for proposals and the ranking evaluation of the proposals received. The City of Bryan reserves the right to accept or reject any or all Proposals, 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 proposal may include but shall not be limited to the Proposer's current violation of any City ordinance, the Proposer's current inability to satisfactorily perform the work or service, or the Proposer's previous failure to properly and timely perform its obligations under a contract with the City. Proposers 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 guaranty (**if Bid Bond required**); or 6) Unauthorized alteration of proposal form. City reserved the right to waive any minor informality or irregularity.

All Proposers 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 Proposer as it relates to the ability to perform the contract for the City of Bryan, the delivery date, the reputation of the Proposer and the Proposer's goods or services, the quality of the Proposer's goods or services, the Proposer's past performance under contracts with the City of Bryan, and the Proposer's compliance with City ordinances. The City of Bryan may conduct reference checks as needed to evaluate Proposals. The Contractor will be required to submit a list of 5 references with each 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 Proposer.

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 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. 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 Proposer product any less usable for the purpose for which it is intended.

3.2 AWARD OF CONTRACT

The City shall award the Proposal to obtain the best value to the City. Proposals will be reviewed for quality and completeness. These proposals will be scored by the selection committee based on the scoring criteria listed in the Request for Competitive Sealed Proposals. 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 Proposer and of the Proposer's goods or services;
- (c) the quality of the Proposer's goods or services;
- (d) the extent to which the goods or services meet the City's needs;
- (e) the Proposer'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 Proposer's goods or services; and
- (h) any relevant criteria specifically listed in this Proposal document.

3.3 RETURN OF PROPOSAL GUARANTY

As soon as proposal prices have been tabulated for comparison of Proposals, 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.

A Performance Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract exceeds \$100,000).

A Payment Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract amount exceeds \$50,000).

The successful proposer will be required to furnish performance and payment bonds, if required as stated above, in the contract amount on the approved forms attached hereto this RFP, the Project specifications, or the latest edition issued with the contract at the time of award. The bonds must be issued by one or more corporate sureties authorized to do business in Texas as acceptable to the City. All Bonds for values in excess of \$100,000 shall be issued by Sureties that are a holder of certificate from the US Secretary of the Treasury or had reinsured the amount in excess of \$100,000 by a reinsurer holding such certificate.

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.

If the Contract is for \$50,000 or less and no performance or payment bond is furnished, the City hereby notifies the Proposer that no money will be paid to the contractor until completion and acceptance of the work or fulfillment of the purchase obligation to the City.

If the Contract is \$25,000 or less, no performance or payment bond will be required and the City hereby notifies the Proposer that no money will be paid to the contractor until completion and acceptance of the work or fulfillment of the purchase obligation to the City.

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 two originals to the City with required insurance attached. 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 Proposer/Contractor is a corporation, Proposer/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 Proposer'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 Competitive Sealed Proposal (CSP) and evidence satisfactory to the City of Bryan that the CSP 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 City of Bryan reserves the right to retain any proposal bond, not as a penalty but as liquidated damages, in the event the Proposer withdraws its Proposal after the proposals are opened and before official rejection of the Proposal by the City, or, if after receipt of a Notice of Intent to Award the contract, the successful Proposer fails to enter into the contract, fails to provide required submittals, or fails to furnish satisfactory performance and payment bonds within timeframes specified.

3.7 COMMENCEMENT OF WORK

The Contractor shall not commence work until notified in writing in a Notice to Proceed by the City Engineer. A Notice to Proceed will not be issued by the City Engineer until a signed contract, required insurance documents, and Performance and Payment Bonds are received by the City.

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 Proposals, and shall be considered as a part of the specifications and contract and complied with 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 ensure 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 project's 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 Marshal 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 items of work.

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 items of work.

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

The Contractor will adhere to all safety rules and regulations pertaining to trenching and excavation work as stated in the OSHA standard 29CFR 1926, Subpart P, Excavation.

Texas Health and Safety Code, Title 9, Subtitle A, Chapter 756, Subchapter C, 756.021, 756.022 and 756.023 are also applicable while performing trench and excavation work as a part of this contract.

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 "Record of Excavation" form, included in this contract, is to be filled out by the Contractor at the time of excavation.

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 any time.

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 **RECORD DRAWINGS**

The Contractor shall furnish to the City, one set of clean, red-lined record drawings showing as-built conditions such as 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 "Record Drawings" will be subsidiary to the various items of work. Final retainage will not be released until all required documents have been delivered and all changes have been incorporated. Record Drawings should contain certifications by the contractor and the engineer as follows:

The "record" drawings shall be prepared by the design engineer, under the guidance of the contractor, and shall bear a certification from the design engineer on the cover sheet as follows:

"(Date)_____To the City of Bryan:

I certify that the improvements shown in this set of plans reflect any revisions of design of which I authorized, and/or any and all field changes of which I am aware."

The certification shall be executed by, and shall bear the seal and original signature of the professional engineer licensed in the state at the date of such certification.

The cover sheet shall also bear a certification from the general contractor as follows:

"(Date)_____To the City of Bryan:

I certify that the improvements shown on in this set of plans were actually built, and that said improvements were built according to these plans. I further certify, to the best of my knowledge, that the materials of construction and sizes of manufactured items, if any, are stated correctly hereon."

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 submittals are due to the City within ten (10) business days of receiving a Notice of Intent to Award the contract. 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 BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS

The Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Contractor shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

7.3 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.

7.4 STATE AND CITY SALES TAXES

The Contractor's attention is directed to Texas House Bill 11 (72nd Legislature, 1st 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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 rights-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.

7.9 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.

7.10 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 that must be sealed by a registered professional engineer and approved by the City of Bryan prior to implementing work. The City Engineer reserves the right to modify the plan at any time.

7.11 CONFINED SPACE ENTRY

The Contractor shall verify that safe working conditions are maintained for all confined space entries in accordance with OSHA 29CFR 1910.146 "Permit Required Confined Spaces", ANSI Z117.1 "Safety Requirements for Confined Spaces" and NIOSH 80-106 "Criteria for a Recommended Standard: Working in Confined Spaces". 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.

7.12 USE OF EXPLOSIVES

The use of explosives is prohibited on City Projects.

7.13 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.

7.14 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, NEGLIGENCE 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.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 CONTRACTOR'S INSURANCE

Contractor agrees to have and maintain the policies set forth in the insurance requirements attached as **Exhibit C**. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required coverage shall be a breach of this Contract.

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, NEGLIGENCE 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.

7.20 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. All subcontractors must be approved under the Contractor's Registration program prior to commencing any work. This approval can be either under the Prime Contractor's submission or under a separate registration. 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) Work on the project is being performed by subcontractors not registered under the Contractor's Registration program.
- (c) Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified time.
- (d) Failure of the Contractor to provide sufficient and proper equipment for properly executing the work.
- (e) Substantial evidence that the Contractor has abandoned the work.
- (f) Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work.
- (g) 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.

- (h) 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.
- (i) 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 proposal 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 item of work.

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 25th 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.

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 _____,
202__.

Notary Public in and for the State of Texas

My Commission Expires: _____

APPENDIX A

CITY OF BRYAN CONTRACTOR REGISTRATION PROGRAM

One (1) electronic copy in PDF format must be submitted to ConReg@bryantx.gov.



CITY OF BRYAN

The Good Life, Texas Style.™

CITY OF BRYAN CONTRACTOR REGISTRATION PROGRAM

FOR PUBLIC INFRASTRUCTURE CONTRACTORS
&
PRIVATE UTILITY CONTRACTORS

PROGRAM OVERVIEW APPLICATION INSTRUCTIONS

PREPARED BY:

CITY OF BRYAN
ENGINEERING DEPARTMENT
April 2022

CITY OF BRYAN CONTRACTOR REGISTRATION PROGRAM OVERVIEW

The objective of the registration program is to substantiate that contractor have the experience, equipment, knowledge, insurance, bonding capacity and stability to safely and efficiently construct the public infrastructure that will service the citizens of Bryan and operate safely in public rights of ways.

This Registration applies to Contractors hired by:

1. the City to construct public infrastructure and the bid opening occurs on or after December 1, 2018.
2. private developers to construct infrastructure to be dedicated to the public and the Pre-Construction Conference is held on or after December 1, 2018.
3. land owners or private utilities to work in Public Rights of Ways or public easements and permit issuance is on or after December 1, 2018.

Valid registration is required to be considered a qualified proposer for any City of Bryan construction contract involving public infrastructure. Similarly, private developers building public infrastructure will be required to hire a registered company in order for the City of Bryan to accept the public infrastructure. Contractors wanting to construct private facilities in public right of way or easements must be registered. A registered contractor cannot subcontract to a non-registered contractor. If registration is denied by the City, the business entity may not compete for or otherwise seek a contract with the City including public infrastructure until valid registration is obtained.

Registration does not guarantee work, but rather allows the contractor to bid on public infrastructure work or perform public infrastructure construction for private developers or private utilities in public right of way or easements. Registration will be based upon the Contractor's response submitted as part of the Registration process. A certificate will be issued by the City of Bryan to the contractor listing the dates covered by the registration. Annual renewal of the registration is required.

There are multiple classifications in which to obtain registration. Select the appropriate application for the classification in which the organization is seeking registration for.

The City of Bryan application requires the contractor to submit a listing of prior work experience relative to the classification they are seeking registration for. Prior work experience should include contact names and phone numbers for each project listed. Safety of the public as well as the contractor is paramount to the City of Bryan therefore the contractor shall demonstrate as part of the application the training given to their employees on topics such as work zone safety, trench safety, equipment safety, etc. As part of the application, it is required that each of the contractor's crew leaders or foreman demonstrate a record of continuing education as required in the application.

Contractors will be required to provide information on the contractor's bonding and insurance capabilities to perform contracts, the equipment and personnel the contractor has available.

Review of the application takes place by a committee of City staff who will have 30 days to carefully review the application, after such time the applicant will be notified of the results. A registration application can be submitted at any time; however, the application must be submitted 30 days prior to any bid opening.

For more information or to ask questions about this Registration Process, please contact the City Engineer's Office at 300 S. Texas Avenue, Bryan, TX 77803 or by phone at 979-209-5030.

REGISTRATION PROCESS

All answers and other entries on the forms, except signatures, should be filled in on a typewriter or printed. Applicants may generate their own computer forms provided that the layout and formats are the same. It is the responsibility of the applicant to provide all requested information and materials. Failure to do so can affect registration score. See the format requirements section below.

All answers and entries must be specific and complete in detail. The application is reviewed for each class of work requested. You should request registration only for the classes of work your Company performs with its own forces; not work that is subcontracted out. Project history must be included for all classes of work requested.

The registration application shall be signed by the applicant or in the case of a partnership, corporation, or limited liability by a partner, corporate officer, or member, in affidavit form, on the last page of the application, the affidavit being properly executed and sworn to as the form indicates. The signatory of the statement guarantees the truth and accuracy of all statements and of all answers to questions, and to any additional information submitted to process this application.

USE OF ATTACHMENTS:

Schedules, reports and other forms of statements may be used as attachments to the requested information, provided that the City of Bryan finds the information contained therein helpful in evaluating the registration application.

PLACE OF SUBMISSION:

Registration applications shall be addressed to the City of Bryan Engineering Services, 300 S. Texas Ave., Bryan, Texas 77803. Telephone (979) 209-5030.

TIME OF SUBMISSION:

A registration application can be submitted at any time; however the application must be submitted at least 30 days prior to the bid opening of a project the contractor is pursuing. The application renewal date will be December 31st of each year.

NOTIFICATION OF ACTION TAKEN BY THE CITY OF BRYAN:

The applicant will be notified of the action of the City on their application. The applicant will then be allowed to bid only on projects within the classifications for which their registration is approved.

APPEAL FROM REJECTION OF APPLICATION OR LIMITATIONS THEREON:

An applicant, who has applied for registration within the prescribed time limits prior to the scheduled bid on a particular project, may appeal from the total or partial rejection to the Bryan City Manager.

PERIOD DURING WHICH A REGISTERED CONTRACTOR REMAINS REGISTERED:

A contractor who has been registered will usually remain registered until annual registration date of December 31. Unless such contractor is otherwise notified by the City of Bryan, they will be permitted to submit proposals for any and all projects within their registration classification for which proposals are to be received prior to the annual anniversary date.

REQUIREMENT OF CONTINUING REGISTRATION:

Contractors who have once been qualified and who desire to maintain an uninterrupted registration standing are required to submit an annual update either recertifying previous information or providing new information. These may be submitted not earlier than 60 days prior to but no later than December 31st.

CHANGES TO EXISTING REGISTRATION:

Requests for the revision of the registration standing of any contractor will be considered whenever the contractor can make a showing of materially improved ability. With or without a request from the registered contractor, the registration standing and any limitation on class of work may be reviewed by the City and modified as found appropriate. The registered contractor will be notified in writing of any such revision.

MANDATORY DENIAL OF REGISTRATION

A business entity shall be denied registration if the evidence supports a finding as to any of the following:

1. A business entity, or any of its officers or principal owners, are currently debarred by a federal, state or local public authority;
2. The business entity has knowingly submitted false information on the registration questionnaire or in response to any follow-up inquiries from the City; or
3. The business entity has declined to submit to the City information requested by the City Engineer as part of the registration process.

PERMISSIVE DENIAL OF REGISTRATION

The City may, in its sole discretion, deny registration to a contractor if the evidence supports a finding as to the business entity, or their principals or officers, of any of the following:

1. Commission of civil or criminal fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement, or transaction;
2. Violation of federal or state antitrust statutes, including, but not limited to, those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging.
3. Commission of embezzlement, theft, forgery, bribery, making false statements, submitting false information, attempting to commit fraud against the City or other public entity, receiving stolen property, making false claims to any public entity, obstructing justice or fraudulently obtaining public funds;
4. Violation of federal guidelines for disadvantaged business entity status including, but not limited to, a violation of 49 CFR part 26 et seq., or misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors;
5. Conviction for non-compliance with the prevailing wage requirements of the Texas labor law, or similar laws of any other state;
6. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement;
7. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction;
8. Commission of any act or omission, or engaging in a pattern or practice, which tends to demonstrate that the business entity lacks the quality, fitness or capacity to perform a contract with the City, including, but not limited to, deficiencies in on-going contracts, false certifications or statements, fraud in performance or billing, or the lack of the financial resources necessary to perform contractual obligations;
9. Indictment or conviction for an offense which indicates a lack of business integrity or business honesty;
10. Willful failure to perform in accordance with the terms of one or more contracts;
11. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction;
12. Performance or conduct on one or more private or public agreements or transactions in a manner which negatively impacts or threatens the health or safety of the business entity's employees, the employees of any other entity involved with the transaction, the general public or any real property.

13. Knowingly has entered into a business relationship with a business entity while that entity was debarred by the City.
14. Violation of the City policy regarding a drug-free workplace.
15. Violation of any non-discrimination laws or provisions included in any public agreement or transaction;
16. Violation of any labor laws, including but not limited to, child labor violations, failure to pay wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies;
17. Violation of a licensing, sub-letting or subcontractor-listing law.
18. Failure to comply with Texas corporate registration, federal, state and local licensing requirements;
19. Violation of a material provision of any settlement of a denial of registration or validation action;
20. A history of failure to perform, or of unsatisfactory performance of one or more contracts including, without limitation, default on contracts with the City or another public agency;
21. Has had its corporate status, business entity's license or any professional certification suspended, revoked, or has otherwise been prohibited from doing business in the State of Texas in the past three years.
22. Has undisputed or finally adjudicated and unresolved tax liens with federal, state or local taxing authorities; or
23. Any other cause so serious or compelling in nature that it affects the present responsibility of the business entity, the quality of its work, and/or its fitness or capacity to perform on a contract with the City.

INVESTIGATIONS, DETERMINATIONS AND REFERRALS

The City shall review the available information related to each business entity seeking registration and may conduct such further investigation as he or she deems necessary. City officials having information regarding a business entity they know to be seeking registration where such information is reasonably likely to bear on the registration determination shall promptly provide such information to the City Engineer for consideration.

Based upon all the information obtained, the City Engineer shall make a determination consistent with this policy as to whether a business entity seeking registration shall be granted registration.

If information obtained during the registration process is of a sufficiently serious nature to warrant further investigation and possible action beyond the denial of registration, the City Engineer shall refer the matter to the City Legal staff and/or other appropriate official for possible debarment or suspension.

All actions of the City Engineer pursuant to this policy shall be considered to be actions within the course and scope of the City Engineer's employment with the City and shall be subject to the protections for public employees.

CERTIFICATE OF REGISTRATION

Upon a finding that a business entity is approved for registration, the City Engineer shall promptly provide that business entity with a Letter of Registration.

NOTICE OF DENIAL OF REGISTRATION

If the City Engineer denies registration, a notice shall be promptly given by letter to the business entity.

Such notice shall be deemed sufficient notice if served personally or by mail. Any attempt by a business entity to avoid service shall not prevent the denial of registration from becoming effective as of the date the City attempts notice as set forth in this paragraph.

EFFECT OF REGISTRATION DENIAL

A denial of registration for a business entity shall constitute a denial of the right to obtain or compete for a contract with the City until such time as the business entity is granted registration. Whether a denial of registration will extend to every division or other organizational element of the business entity will depend upon the structure of the business entity. However, if the application for registration is not limited to specific divisions or organizational elements of the business entity, a denial of registration shall apply to all affiliates, divisions, and/or organizational elements.

A denial of registration to a particular business entity for a particular solicitation shall not necessarily result in the suspension or deferral of the solicitation schedule, regardless of whether an appeal from a denial of registration has been filed. Any suspension or deferral of the solicitation schedule will be within the sole discretion of the City Engineer.

A denial of registration for a business entity then under contract with the City, where the denial of registration is based upon evidence which could support a cause for debarment, shall result in an immediate review of the status of that business entity's existing contracts with the City to determine whether action is appropriate.

A denial of registration shall extend for an indefinite period of time unless the denial is overturned through an appeal. A business entity subject to a denial of registration may again apply for registration after six months have elapsed from the date of notice of denial of registration, or at any time upon showing of changed circumstances.

APPEAL OF REGISTRATION DENIAL

Any business entity that has been issued a notice of denial of registration may appeal that decision to the City Manager. The appeal letter, together with all supporting documentation shall be submitted to the City Manager within 10 working days of receipt of the notice of denial of registration.

If a business entity which has been served with a notice of denial of registration fails to file a timely written appeal as described in this section, the denial of registration shall become final.

If the City Manager reverses the denial of registration, a Letter of Registration shall be issued within 15 working days from the date of the reversal.

FORMAT REQUIREMENTS

- A cover letter / memo, completed application, contractor questionnaire and required certifications should accompany your submittal.
- The format should conform to the Registration Evaluation Criteria (outlined below). Applications that do not contain straightforward and concise responses to each of the requirement items may be considered incomplete and may be rejected by the City of Bryan.
- **One (1) electronic copy in PDF format must be submitted to ConReg@bryantx.gov. If the submittal is too large to send via email, a single CD-ROM or flash drive will be accepted. Failure to submit in the manner prescribed may cause the application to be rejected.**



CITY OF BRYAN CONTRACTOR REGISTRATION PROGRAM

CLASS I CAPITAL PROJECTS

Application of:

- An Individual
- A Co-Partnership
- A Corporation
- Joint Venture
- Member of Joint Venture
- LLC/LLP/LP

Registered in What State (if applicable)? _____

Official Address _____
(Street) (P.O. Box)

City _____ State _____

Phone Number _____ Fax Number _____ (Zip Code)

E-Mail _____ Cell Phone _____

Contact Person _____ Date Application Prepared _____

OFFICIAL USE ONLY				
Date Received	Received By	Omitted Documents Requested	Omitted Documents Received	Contractor Notice of Approval

Registration Class	Description
I. Capital Project	This registration class is for contractors that desire to bid and construct public infrastructure projects for the City of Bryan. A Sub-contractor may receive stand-alone registration for work on public projects through the class registration. Holders of this registration are automatically registered for Class II, III, and IV.
II. Development	Construction of privately funded infrastructure projects that are inspected, accepted by, and ultimately maintained by the City of Bryan. This includes excavation and embankment, paving, sidewalks and other flatwork, underground utilities, storm sewer and stormwater detention facilities.
III. Vicinity & Repair	Private utility installation and repair within City of Bryan right-of-way, easements, and alleys. This work may include, but is not limited to, telecommunication and wireless node construction, gas line construction, pipeline installation, water lines, and subsurface utility locations requiring excavations.
IV. Residential ¹	Above ground improvements on residential property including: driveways, driveway repair and replacement, culvert installation, walkways, sidewalk construction and repair, masonry mailboxes, etc. Class IV projects will only include shallow excavations (< 18" in depth).

Construction Elements	Registration Class			
	I	II	III	IV
Reinforced concrete street pavement, sidewalk, misc. flatwork	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Asphalt street pavement	<input type="checkbox"/>	<input type="checkbox"/>		
Street pavement grinding/milling	<input type="checkbox"/>	<input type="checkbox"/>		
Gravity sewer pipe (sanitary or storm)	<input type="checkbox"/>	<input type="checkbox"/>		
Pressure sewer pipe (force main)	<input type="checkbox"/>	<input type="checkbox"/>		
Water pipe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sanitary Sewer Lift (pump) Station	<input type="checkbox"/>	<input type="checkbox"/>		
Excavation / Grading	<input type="checkbox"/>	<input type="checkbox"/>		
Drilled piers / pile driving	<input type="checkbox"/>	<input type="checkbox"/>		
Wastewater Treatment Plant Construction / Modification	<input type="checkbox"/>	<input type="checkbox"/>		
Water Well Drilling / Groundwater monitoring wells	<input type="checkbox"/>			
Water Storage Tank (Concrete or Steel)	<input type="checkbox"/>			
Water Production Plants	<input type="checkbox"/>			
Traffic Signalization	<input type="checkbox"/>	<input type="checkbox"/>		
Traffic Control (signage, striping, barricades)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telecommunications / Fiber			<input type="checkbox"/>	
Gas Main			<input type="checkbox"/>	
Boring (wet, dry, directional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Park Improvements	<input type="checkbox"/>	<input type="checkbox"/>		
Landscaping ²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subsurface utility locations requiring excavations			<input type="checkbox"/>	

¹ Please refer to the [Design Manuel for Right-of-Way Installations](#) - Chapter II Section C. - Registration Information.

² Landscaping – for Class III will only include the repair and/or replacement of disturbed earth and/or flora.

I certify by my signature that:

1. All information provided is truthful and accurate; and, as a contractor working within the Bryan city limits and ETJ, we will comply with all applicable Federal, State and local codes, ordinances, standards, specifications and regulations.
2. I agree to immediately notify the City of any damage to utilities or other public infrastructure that occurs during the work we perform.
3. I acknowledge that all repairs resulting from damage to City facilities will be repaired as prescribed by the City of Bryan Design Manual for Right of Way Installations.

Applicant Name: _____

Title: _____

Applicant Signature _____

State of _____

County of _____

Before me on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

Notary Public Signature
(seal)

CONTRACTOR REGISTRATION EVALUATION SCORING

Information supplied in the application will be evaluated upon the criteria as described below. The “Pages” column represents the maximum number of pages allowed for submittal in each specific evaluating criteria. Wherever used, “page” refers to single spaced, 10-point minimum font. The “Points” column represents the maximum points the city can place on evaluating each criteria. The “Points Awarded” column represents the points the city will score for each criteria. See below for additional information regarding requested information.

<i>No business entity may be deemed registered unless a minimum score of 70 points is achieved from the mandatory criteria in Categories A-E listed below</i>			
Criteria	Pages	Points	Consideration Items
A	5	10	Company Introduction, Organization, and Integrity
B	10	15	Demonstrate the Competence and Qualifications of the Project Managers / Job Superintendents who will be Directly Responsible for the Management and Delivery of the Proposed Work
C	20	15	Training and Technical Adequacy of the Onsite Personnel
D	30	25	Demonstrate the Experience of the Company Based Upon Previous Public Infrastructure Construction
E	30	15	Demonstrate the Company’s Philosophy Relating to Project Planning, Issue Resolution, Staffing, and Quality Assurance
F	5	10	Knowledge of Local Construction Criteria and Site Conditions in Bryan
G	5	10	Construction Equipment Availability and Condition
Total		100	

CONTRACTOR REGISTRATION CONSIDERATION ITEMS

The following is a description of the consideration items that will be scored as part of the City of Bryan Contractor Registration Program.

Consideration Item (a): *Company Introduction, Organization and Integrity*

Briefly introduce your Company, providing a summary of the administration, organization and staffing of your Company, including multiple offices, if applicable. Provide completed Performance and Integrity Questionnaire.

- (1) Provide an organizational chart indicating the positions and names of the core management team including down to the job superintendent level. Please include all sub-contractors and where they fit within the organizational structure.
- (2) Identify the name and address of your organization. Please include federal ID or Social Security number. If maintaining multiple offices, list all.
- (3) Indicate the name, title, and address of the contact person in your organization authorized to negotiate/expedite a bid quotation/contract. Also include telephone number, facsimile number, and E-mail address.
- (4) Submit proof of the ability to obtain insurance in accordance with the City’s requirements. Please reference pg. 2 of the appendix for an example certificate of insurance with required limits.
- (5) Indicate the bonding capacity expressed in dollars for which the applicant can be bonded (per project and aggregate capacity). State the following information for the company that will act as a surety on bonds:
 - company name ▪ address
 - contact person ▪ phone number

CONTRACTOR REGISTRATION CONSIDERATION ITEMS

Consideration Item (a): *Continued*

- (6) List names, addresses and phone numbers of banks, equipment suppliers, material suppliers, and subcontractors with whom you have done a major volume of business with in the last 3 years (do not include bank account numbers).
- (7) State if your Company is a Historically Underutilized Business (HUB) or Disadvantaged Business Enterprise (DBE).
- (8) Complete the Performance and Integrity Questionnaire³ included in the Appendix.

Consideration Item (b): **Demonstrate the Competence and Qualifications of the Project Managers / Job Superintendents who will be Directly Responsible for the Management and Delivery of the Proposed Work.**

The City is interested in their experience as a project manager or job superintendent on projects involving construction of public infrastructure. Of specific interest is the qualifications of the superintendents employed by the company that have direct control over the onsite daily work. At a minimum they shall keep current on the below listed qualifications, but further demonstration of qualifications by experience or training shall be provided depending on the area of registration being sought. Demonstrate project management experience, technical competency, qualifications, and compliance with legal requirements by providing a resume which reflects:

- (1) educational background
- (2) licenses or certifications as applicable
- (3) continuing education efforts including specific courses and dates; documented specialized expertise demonstrating such specialized capabilities pertinent to public infrastructure construction;
- (4) descriptions and examples of specific projects by each individual and their role in the work. This should include at a minimum the following information: Project name/location, Project Description, Company name work performed under, Year completed, Owner representative's name, title, address, and phone number
- (5) Superintendent Certifications⁴– Include one for each individual planned to be used as a Superintendent for any project. Please reference the Superintendent expectations listed below.

Superintendent Expectations:

Each project should have only one Superintendent assigned to it. The Superintendent may have multiple projects to which they are assigned; however, the Superintendent and the Project Manager are the designated parties with whom the City of Bryan will communicate. The Superintendent needs to be available on site regularly or during critical points in the project and available by phone at all times. Questions from work crews (including subcontractors) at the project site should be addressed to and answered by the Superintendent, not the City. Additional expectations include but are not limited to:

- directing the work and coordinating subcontractors and crews
- planning ahead of current work to anticipate and resolve conflicts before they affect progress;
- supervising work crews to insure proper equipment and construction techniques are being used on the project are in accordance with plans, specifications, and standard details
- insure the work is progressing in a safe manner to workers and the public
- attend and participate in preconstruction and progress meetings
- respond promptly to phone calls from the City
- attend and participate in the punch list preparation at project closeout

⁴ Appendix pg. 1

Superintendents, Foremen or Crew Leaders shall provide documentation of the following certifications and/or continuing education (maximum of 3 years old):

Construction Element	REQUIRED TRAINING				
	OSHA 10 or equal	OSHA 30 or equal	Workzone Traffic Control*	Trench Safety	Stormwater MS4
Telecommunications/Fiber	✓		✓		✓
Gas Main		✓	✓		✓
Directional Boring			✓		✓
Water Lines	✓		✓	✓	✓
Pipelines		✓	✓	✓	✓
Subsurface Utility Locations Req. Excavations	✓		✓		✓

**If traffic control is furnished by an outside firm, list provider in Consideration Item (a) and provide contract information for the individual that is responsible for implementation. Note that failure to maintain adequate traffic control will result in the revocation of your Contractor Registration, regardless of who is providing the traffic control measures.*

If your company provides in-house safety training that is equivalent to the requirements listed in the table above, provide the following information:

- (1) Course/training session name
- (2) Copy of course materials and topics covered
- (3) Duration of training
- (4) Sign in sheet or other proof showing employee attendance

Consideration Item (c): *Training and Technical Adequacy of the Onsite Personnel.*

The City is interested in the technical qualifications and experience of the contractor’s workers actually constructing the public infrastructure. Demonstrate technical competency, qualifications, and compliance with legal requirements by providing resumes which reflect:

- (1) continuing education efforts including specific courses and dates, including continuing education certificates if available
- (2) documented specialized expertise demonstrating such specialized capabilities pertinent to public infrastructure construction
- (3) documented specialized expertise in a particular construction element

The Company must be able to staff the project with personnel who possess talent and expertise in the field of Construction. Indicate the number of personnel by skill and qualification presently employed by your Company whom you would intend to utilize on public infrastructure projects. Specific information shall include years of construction experience, magnitude and type of work and the capacity of each individual when the experience was obtained. Attach résumés of professional personnel that may be utilized on these projects. Include educational level, training, experience and related certifications. Attach certificates of continuing education indicating most recent classes.

Consideration Item (d): Demonstrate the Experience of the Company based upon Previous Public Infrastructure Construction.

The City is interested in the Company's experience with construction of public infrastructure. List and briefly describe projects completed by your Company which best illustrate your experience relative to the construction element(s) the company is seeking registration for, as indicated on the construction element checklist on pg. 2 of this application.. List no more than fifteen (15) projects. Two examples of each construction element the company is seeking registration for must be included in this section for approval to perform a particular construction element. Please Include:

- (1) Project Name
- (2) name of the project manager and superintendents
- (3) construction cost of the project
- (4) List and explain cost overruns
- (5) start and completion dates
- (6) description of the scope of the company's role and list of sub-contractors with their scope of the project
- (7) Describe the size and complexity of each project
- (8) Indicate the type of organization for which work was performed (governmental, private, nonprofit, etc.)
- (9) name, address, and phone number of the agency contact who can respond to questions about the work

Consideration Item (e): *Demonstrate the Company's philosophy relating to project planning, issue resolution, staffing, and quality assurance.*

- (1) Define the approach and techniques of the Company for internally managing and controlling a typical project, including the following areas of construction administration:
 - a. project tracking and progress reporting
 - b. work schedule including: hours per week, daily schedule and weekly schedule
 - c. project staff transition or replacement including plan to sustain a loss of a key team member without compromising project quality, schedule or budget
 - d. quality assurance/quality control procedures including compliance with construction documents, codes, ordinances, regulations, standards, etc.
- (2)
 - a. Issue resolution and change order management process
 - b. management of multiple projects simultaneously
 - c. company procedures on how a project is brought back into schedule once it has fallen behind
 - d. coordination with and responsiveness to applicable parties during construction (designer, client, citizens)

Consideration Item (f): *Knowledge of the Local Construction Criteria, Specifications, Details and Site Conditions in the City of Bryan.*

The City is interested in the ability of the Company to successfully construct public infrastructure projects with great familiarity with the construction details and specifications and how to overcome the uniqueness and specifics of site conditions found in the local area. Briefly describe the Company's experience and knowledge in this area including but not limited to the following local conditions and considerations.

- (1) rehabilitation of existing public infrastructure
- (2) development work including subdivisions and commercial site work
- (3) building material availability and use
- (4) local soil conditions
- (5) environmental issues and considerations
- (6) public awareness and involvement during construction projects
- (7) local design standards and construction specifications

Consideration Item (g): *Construction Equipment Availability and Condition*

The City is interested in the Company's construction equipment to ensure appropriate equipment is available to construct the public infrastructure. List equipment utilized by Company to complete the categories of work for which registration is sought. Equipment should be identified with the following information:

- (1) description of equipment
- (2) equipment capacity
- (3) leased or Owned
- (4) age in years and condition
- (5) equipment Maintenance Program to prevent unnecessary downtime

END OF SECTION

APPENDIX

Project Superintendent Certification:

I certify, by my signature on this application, that I am very familiar with the construction standards, specifications, and details associated with building Public Infrastructure in the City of Bryan and that I understand the expectations of the Project Superintendent as outlined in the City of Bryan Public Infrastructure Contractor Registration Program. I further certify that all work will be performed in accordance with applicable federal, state and local codes and regulations.

Project Superintendent Applicant Name: _____

Title: _____

Applicant Signature _____

State of _____

County of _____

Before me on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

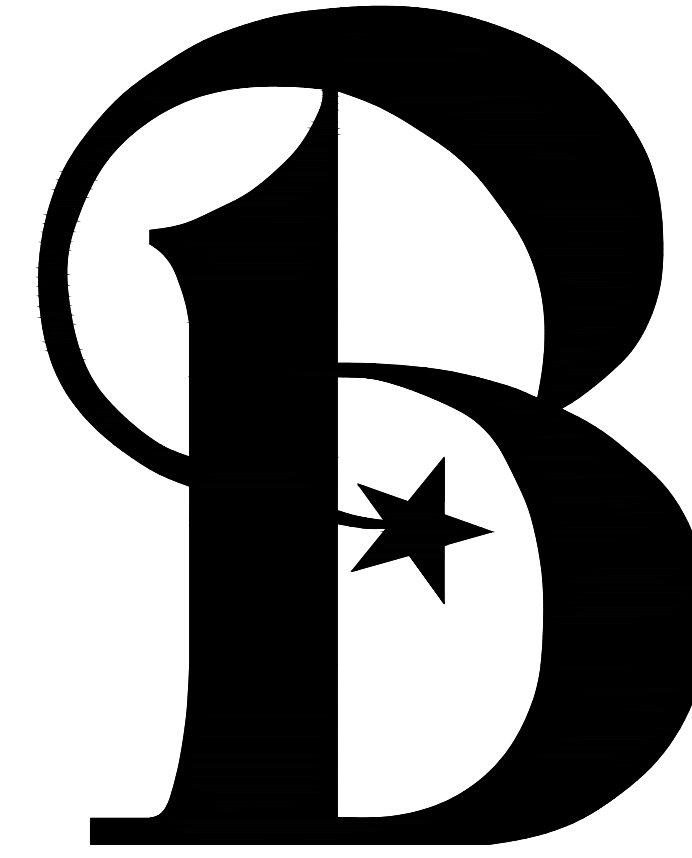
Notary Public Signature

(seal)

Performance and Integrity Questionnaire:

1. How many years (yrs.) has your organization been in business under your present business name?
2. How many yrs. of experience in construction work has your organization had as a:
a) prime contractor b) sub-contractor
3. Greatest number of contracts in excess of \$100,000 under construction at one time in the company's history:
4. Greatest number of contracts in excess of \$500,000 under construction at one time in the company's history:
5. Approximate average dollar volume of incomplete work outstanding under contract at any one time:
6. Has your organization ever failed to complete any work awarded? (Yes / No) If so, where and why?
7. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete work under a contract? (Yes / No) If yes, state name of individual, other organization and reason thereof.
8. Has any officer or partner of your organization ever failed to complete work under a contract handled in his own name? (Yes/ No) If yes, state name of individual, name of owner and reason thereof.
9. Within the last 10 yrs. has your company defaulted on any public works project? (Yes / No) If yes, indicate government agency and provide detailed description.
10. Within the last 3 yrs. have you, your company or any officers, agents or employees of you or your company been found to have violated any state or federal prevailing wage statute or regulation (including the federal Davis-Bacon and Related Acts) by the United States Department of Labor or by any court of competent jurisdiction? (Yes / No). If yes, provide copies of the final order or judgement in which this occurred and explain in detail: (circumstances behind a violation including amount not paid, whether the amounts have now been paid, the reasons for the violation, all efforts undertaken to ensure that future violations will not occur).
11. Have you pledged or transferred title to any of your equipment or other assets in favor of a surety company as part of an indemnity agreement for the issuance of a performance bond by any such surety? (Yes / No). If Yes, give date of transfer and also name / address of surety company requiring such transfer.
12. In what other lines of business are you financially interested?
13. List any organization owned or controlled by the applicant, its officers, directors, partners or anyone owning 10% interest in the Company or in which the applicant was or is an officer, partner, doing business in Texas under another name. If none, state so.
14. Is your Company under the protection of the bankruptcy court, have any pending petition in bankruptcy court, or have you made assignment for the benefit of creditors? (Yes / No) If yes, give detailed explanation.
15. In last 10 yrs. has your company received any unsatisfactory safety ratings or been in violation of any OSHA requirements/regulations. (Yes / No) If yes, give detailed explanation
16. In the last 10 yrs. has your company filed a formal claim against the City of Bryan or other municipality in the State of Texas? (Yes / No) If yes, please indicate project(s), claim amount and settlement amount.
17. In last 10 yrs. has your company been assessed liquidated damages on any City of Bryan or other municipal project in the State of Texas? (Yes / No) If yes, please indicate project, liquidated damage days assessed and amount.
18. Has your Company or any officer of your Company been indicted, pled guilty or been convicted of any offense that resulted in your Company currently being debarred or suspended from bidding or performing work for any State, local or Federal Government agency? If yes, please indicate government agency and provide detailed explanation.

CONSTRUCTION PLANS
FOR



CITY OF BRYAN

The Good Life, Texas Style.

P.O. BOX 1000 BRYAN, TEXAS 77805

FUELING CENTER RECONSTRUCTION
AT MUNICIPAL SERVICE CENTER

CITY OF BRYAN JOB#700-ME-2525

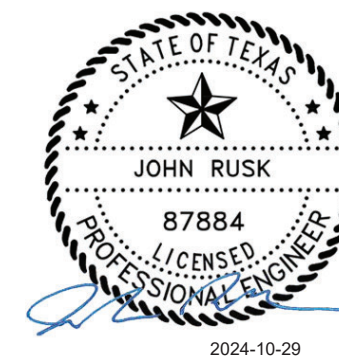
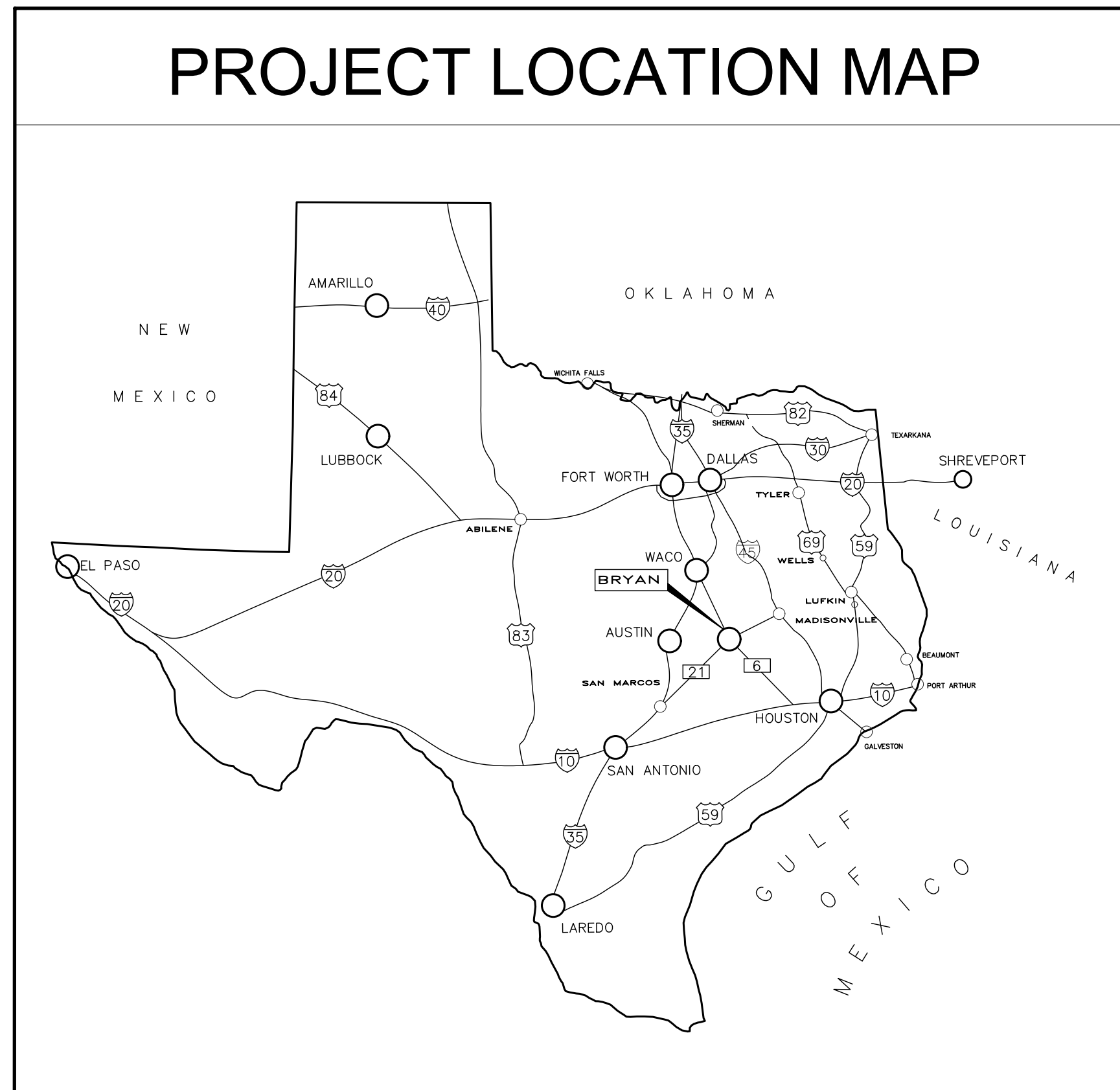
RFP NO. 25-007

NOVEMBER, 2024

MAYOR & CITY COUNCIL	
Bobby Gutierrez.....	Mayor
Paul Torres.....	City Council, District 1
Ray Arrington.....	City Council, District 2
Jared Salvato.....	City Council, District 3
James Edge.....	City Council, District 4
Marca Ewers-Shurtleff.....	City Council, District 5
Kevin Boriskie.....	City Council, Place 6
CITY ADMINISTRATION & STAFF	
Kean Register.....	City Manager
Jayson Barfknecht, PhD, P.E.....	Director of Public Works
Mark Jurica.....	Project Manager

Sheet List Table	
Sheet Number	Sheet Title
-	Cover Sheet
C1.0	Project Notes and Information
C1.1	Ex. Conditions & Demo. Plan - Ph. 1
C1.2	Ex. Conditions & Demo. Plan - Ph. 2
C1.3	Site Plan - Phase 1
C1.4	Site Plan - Phase 2
C1.5	Joint Layout Plan
C1.6	Grading Plan
C1.7	Civil Details
S2.0	Structural Notes
S2.11	Overall Foundation Plan & Details
S3.11	Overall Framing Plan
E9.11	Electrical Details

PROJECT LOCATION MAP



Submitted: _____
John Rusk, P.E.

PREPARED BY:



ARCHITECTURE - ENGINEERING - INTERIORS
LANDSCAPE - SURVEYING

1609 S. CHESTNUT ST. STE. 202 - LUFKIN, TEXAS 75901 - (936) 637-4900
4077 CROSS PARK DR. STE. 100 - BRYAN, TEXAS 77802 - (979) 776-9700
455 RICE ROAD STE. 107 - TYLER, TEXAS 75703 - (903) 581-3805
613 AUSTIN AVE - WACO, TEXAS 76701 - (254) 218-1544
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TBPB FIRM REGISTRATION #4113 - TBPLS FIRM REGISTRATION #10110900

- CONSTRUCTION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE CITY OF BRYAN AND THESE SPECIFICATIONS/PLANS.
- CONTRACTOR SHALL VISIT THE CONSTRUCTION LOCATION AND FAMILIARIZE THEMSELVES WITH THE WORKING CONDITIONS (TRAFFIC, DEMOLITION WORK, PROPOSED/EXISTING UTILITIES, PAVING, DRAINAGE) OF THE SITE BEFORE BIDDING.
- CONTRACTOR IS TO DETERMINE ALL QUANTITIES OF WORK PRIOR TO BIDDING TO PROVIDE A COMPLETE AND APPROVED PROJECT TO THE CITY.
- THE CONTRACTOR IS REQUIRED TO ATTEND A PRE-CONSTRUCTION MEETING WITH CITY PROJECT MANAGER, CITY INSPECTOR AND CONSULTING ENGINEER PRIOR TO STARTING WORK. NO WORK IS TO BE PERFORMED UNTIL THIS MEETING IS COMPLETED AND A WRITTEN NOTICE TO PROCEED IS ISSUED BY THE CITY PROJECT MANAGER TO THE CONTRACTOR. MONTHLY CONSTRUCTION MEETINGS ON SITE DURING CONSTRUCTION ARE ALSO TO BE SCHEDULED WITH THE CITY'S PROJECT MANAGER, INSPECTOR, AND CONSULTANT ENGINEER.
- IN THE ABSENCE OF SPECIFIC REQUIREMENTS FOR ANY WORK, CONTRACTOR SHALL COORDINATE WITH CITY INSPECTOR FOR DIRECTION. CONTRACTORS ARE NOT TO PROCEED WITH ANY WORK WITHOUT PROPER AUTHORIZATION OF THE CITY PROJECT MANAGER. PROCEEDING WITHOUT PROPER DIRECTION FROM CITY PROJECT MANAGER WILL BE AT THE CONTRACTORS SOLE RISK.
- CONTRACTOR TO MAINTAIN SITE IN "FIRST CLASS" NEAT CONDITION. WORK SITE SHALL BE CLEANED UP AT END OF EACH DAY BY REMOVAL OF ANY TRASH AND/OR CONSTRUCTION DEBRIS. CITY PROJECT MANAGER WILL HAVE FINAL DECISION ON ACCEPTABLE "NEAT" CONDITIONS.
- CONTRACTOR SHALL COORDINATE A STATUS OF CONSTRUCTION SEQUENCE OR REQUEST PROPOSED CHANGES IN CONSTRUCTION SEQUENCE. CONSTRUCTION SEQUENCE IS PROVIDED WITHIN CONSTRUCTION PLANS. FINAL DECISION WILL BE MADE BY CITY PROJECT MANAGER TO ALTER SCHEDULE. FOR BIDDING PURPOSES, THE CONSTRUCTION SEQUENCE WITHIN THE PLANS ARE TO BE FOLLOWED. CONTRACTOR SHALL PREPARE SEQUENCING PLAN AT THE TIME OF PRE-CONSTRUCTION MEETING AND WILL UPDATE THE CITY'S PROJECT MANAGER AS NEEDED TO BE DETERMINED BY THE CITY.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES, AND SERVICE LINES PRIOR TO EXCAVATING FOR UTILITY PLACEMENT. LOCATING METHODS INCLUDE, BUT ARE NOT LIMITED TO: LOCATING SERVICES, "POT HOLING" WITH WATER, SPOT DIGGING, ETC. COSTS FOR VERIFICATION OF EXISTING UTILITIES, AND TIE-IN LOCATIONS ARE TO BE INCLUDED IN BID. THE EXISTING LINES SHOWN ARE APPROXIMATE, BASED ON UTILITY MARKINGS AND CITY'S INFORMATION.
- CONTRACTOR TO PROTECT UTILITIES, MAIL BOXES, PAVEMENT, TRASH CANS, ETC. FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL REPAIR DAMAGES RESULTING FROM THEIR ACTIVITIES. COSTS FOR REPAIRS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING UNKNOWN UTILITIES AS ENCOUNTERED IN CONSTRUCTION. CONFLICTS WILL NOT BE REASON FOR CONTRACTOR TO CLAIM A DELAY OR ADDITIONAL COST ON THE PROJECT. CONTRACTOR SHALL ALERT THE CITY INSPECTOR IMMEDIATELY.
- CONTRACTOR TO COORDINATE WORK WITH THE FOLLOWING UTILITY COMPANIES, AGENCIES, AND THE CITY:

WATER & SEWER	CITY OF BRYAN	(979)209-5900
GAS	DEVON GAS	(979)779-4460
	ATMOS GAS	(979)774-2540/(979)255-4511
TELEPHONE	FRONTIER	(800)921-8101
ELECTRIC	BTU	(979)921-5700
CABLE	SOUNDVIEW	(979)988-8885
TEXAS ONE CALL SYSTEM		(800)245-4545
- CONTRACTOR TO CONTACT UTILITY & PIPELINE COMPANIES FORTY-EIGHT (48) HOURS IN ADVANCE OF WORK IN THE VICINITY OF THEIR LINES. TEXAS ONE CALL SYSTEM IS REQUIRED WITH TICKET NUMBER.
- CONTRACTOR TO MAINTAIN CLEARANCE OF ALL EXISTING UTILITIES AS REQUIRED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND THESE PLANS.
- REMOVE AND DISPOSE OF ALL MATERIALS AND STRUCTURES THAT ARE TO BE DEMOLISHED AND NOT NOTED FOR SALVAGE IN AN APPROVED CONTRACTOR DISPOSAL AREA. EXISTING CURBS, CULVERTS AND DRAINAGE RELATED STRUCTURES WITHIN RIGHT-OF-WAY ARE TO BE REMOVED COMPLETELY. STANDARD SPECIFICATION ("PREPARING R.O.W") ("REMOVING CONCRETE").
- CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING A TRAFFIC HANDLING PLAN. PROVIDE PROPER SIGNING FOR CONSTRUCTION, SAFETY, AND ROUTING OF TRAFFIC AT ALL TIMES DURING CONSTRUCTION. ANY DEVIATIONS FROM THIS PLAN SETS TRAFFIC CONTROL PLAN IS TO BE APPROVED BY THE CITY'S PROJECT MANAGER. POSITIONING AND CONTENT OF SIGNS, BARRICADES AND FLAGGING SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS MUTCD. CONTRACTOR SHALL CHECK TRAFFIC CONTROL SIGNAGE DAILY.
- CONTRACTOR TO PROVIDE BARRICADES, SIGNS, AND LIGHTING AROUND ALL OPEN CUTS ALONG STREETS IN ACCORDANCE WITH THE TEXAS MUTCD.
- CONTRACTOR TO MAINTAIN ACCESS TO EXISTING FUEL CENTER, FUEL TANKS, AND TRUCK WASH DURING CONSTRUCTION. DRIVE-WAYS & DOORWAY THRESHOLDS SHALL NOT BE IMPASSABLE OVERNIGHT. COORDINATE IN ADVANCE W/ PROPERTY OWNERS. PRIOR TO DISRUPTION OF SERVICE BY CONSTRUCTION, TO BE COMPLETED BY THE CONTRACTOR, COORDINATE W/ ENGINEERING INSPECTOR.
- A FIELD SET OF AS-BUILT DRAWINGS SHOULD BE MAINTAINED BY THE CONTRACTOR FOR TRANSFER TO PERMANENT RECORD DRAWINGS. THESE DRAWINGS SHOULD INCLUDE MEASUREMENTS FROM EACH UNIT INSTALLED TO TWO PERMANENT OBJECTS. UTILITY SERVICE LOCATIONS SHOULD ALSO BE DOCUMENTED. PROJECT WILL NOT BE CLOSED OUT UNTIL CONTRACTOR HAS PROVIDED THESE FIELD SET(S) TO THE CONSULTING ENGINEER.
- CONTRACTOR 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. CITY IS NOT RESPONSIBLE FOR THEFT OR VANDALISM.
- CONTRACTOR TO MAINTAIN ADEQUATE SITE DRAINAGE FACILITIES AS REQUIRED DURING CONSTRUCTION. PROTECT EXCAVATIONS FROM FLOODING DUE TO GROUNDWATER INFILTRATION AND RUN-OFF. INSURE THAT NO DRAINAGE ON OR OFF THE SITE IS BLOCKED BY PROPOSED CONSTRUCTION.
- THE GEOTECHNICAL INVESTIGATION INCLUDES APPROXIMATE PAVEMENT THICKNESS. A COPY OF THE GEOTECHNICAL INVESTIGATION IS INCLUDED IN THE BID DOCUMENTS.
- CONTRACTOR TO BE RESPONSIBLE FOR EROSION CONTROL DURING AND AFTER CONSTRUCTION. CONTRACTOR SHALL INSTALL EROSION AND SILT CONTROL MEASURES AS REQUIRED DURING CONSTRUCTION AND SHALL REMOVE TEMPORARY MEASURES WHEN PERMANENT COVER IS ESTABLISHED.
- 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 CONSULTING ENGINEER PRIOR TO ANY EXCAVATION ON THE PROJECT. INCLUDE PLAN WITH PROJECT SUBMITTALS.
- EXISTING GRADES SHALL BE RE-ATTAINED AND PROPOSED GRADES SHALL BE ATTAINED BY SHAPING BACKFILL MATERIAL BY CUT AND FILL. OPERATIONS ARE TO BE ACCOMPLISHED BY PLACING MATERIAL IN 6" BENCH (LOOSE MEASURE) LIFTS AND 98% DENSITY AS DETERMINED BY PLACING IN 6" LIFTS AND COMPACTING TO 98% DENSITY PER ASTM D698. ANY EXCESS EXCAVATED MATERIAL NOT NEEDED FOR FILL SHALL BE REMOVED FROM THE SITE & DISPOSED OF BY CONTRACTOR.
- FINISHED GRADES OF NATURAL GROUND, SO, PAVEMENT, ETC. TO BE SLOPED TO PROVIDE PROPER DRAINAGE.
- SELECT BORROW MATERIAL SHALL HAVE A PLASTICITY INDEX (PI) OF 8 TO 20.
- CONTRACTORS ARE TO COORDINATE THE HOLDING/SUPPORT OF UTILITY POLES WITH RESPECTIVE OWNERS WHERE NECESSARY TO FACILITATE CONSTRUCTION. ALL COORDINATION WITH UTILITY COMPANIES IS TO BE INCLUDED WITH BID ITEMS FOR WORK TO BE PERFORMED.
- CULVERTS, DRIVEWAYS, SIDEWALKS, SIGNS, MAILBOXES, ETC. DISTURBED/DAMAGED BY CONSTRUCTION THAT ARE NOT SPECIFIED FOR REMOVAL/REPLACEMENT ARE TO BE RESET/REPLACED AT NO ADDITIONAL COST.
- ALL EARTHEN AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REGRADED, HYDROMULCHED, AND FERTILIZED. THIS WORK SHALL BE DONE AS OUTLINED IN THE SPECIFICATION. THIS WORK IS SUBSIDIARY TO SITE RESTORATION LINE ITEMS.
- EXISTING ON-SITE ELECTRICAL WIRES NOTED TO BE REMOVED SHALL BE REMOVED AND DISPOSED OF BY A LICENSED ELECTRICIAN.
- ITEMS ASSOCIATED WITH GAS SYSTEM ARE TO REMAIN. CONFLICTS TO BE REPORTED TO CITY INSPECTOR. GAS FACILITY OWNER WILL BE NOTIFIED TO ADDRESS THE CONFLICT.
- VERIFY LOCATION AND GRADE OF STORM SEWER OUTFALLS AND TIE-INS PRIOR TO CONSTRUCTION OF UPSTREAM IMPROVEMENTS.
- CONTRACTOR TO MAINTAIN STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ON SITE. BEST MANAGEMENT PRACTICES TO BE USED INCLUDING BUT NOT LIMITED TO ROCK FILTER DAMS, HAY BALES, INLET PROTECTION, SILT FENCES, ETC.
- THE FUEL CENTER INFRASTRUCTURE PLANNED (UNDERGROUND FUEL TANKS, ABOVE GROUND DEF TANK, MANHOLES, SUMPS, PUMPS, VENT STACK, SPILL BUCKETS, DISPENSERS, LINE LEAK DETECTORS, AUTOMATIC TANK GAUGE MODULE, FLEX BOOTS, COUPLINGS, PIPING, VALVES, FITTINGS, AND ALL RELATED APPURTENANCES) IS AN GASBOY FUEL MANAGEMENT SYSTEM. ALL APPURTENANCES REQUIRED, BUT NOT NOTED, FOR A COMPLETE AND OPERATIONAL SYSTEM, ARE CONSIDERED SUBSIDIARY AND SHALL BE INCLUDED IN THE BID.
- THE FUEL TANKS, FUEL LINES, & CONNECTIONS, ETC. SHALL BE TESTED PROPERLY PRIOR TO PAVING.
- THE FUELING CENTER AND ALL COMPONENTS SHALL CONFORM TO TITLE 30, TEXAS ADMINISTRATIVE CODE, CHAPTER 334.
- EXCAVATED MATERIALS FROM INSTALLING THE NEW FUEL TANKS SHALL BE STOCK PILED ON-SITE AT AN OWNER APPROVED LOCATION. EXCAVATED MATERIALS SHALL BE USED TO FILL HOLE AFTER REMOVING THE EXISTING FUEL TANK. FILL SHALL BE ACCOMPLISHED BY PLACING IN 6" LIFTS AND COMPACTING TO 98% DENSITY PER ASTM D698. ANY EXCESS EXCAVATED MATERIAL NOT NEEDED FOR FILL SHALL BE REMOVED FROM THE SITE & DISPOSED OF BY CONTRACTOR.
- ALL FUEL/DEF DISPENSERS SHALL BE EQUIPPED WITH RADIO FREQUENCY IDENTIFICATION (RFID) READERS.
- ALL EQUIPMENT NEEDED FOR PROGRAMMING THE RFID TAGS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AT THE LOCATION DETERMINED BY THE CITY.

General Notes **10**

- UTILITY CONSTRUCTION AND MATERIALS SHALL MEET THE REQUIREMENTS OF THESE PLANS: 2020 B/C/S UNIFIED DESIGN GUIDELINES, SPECIFICATIONS AND DETAILS AND TCEQ 'RULES & REGULATIONS FOR PUBLIC WATER SYSTEMS'.
- CONTRACTOR AND HIS SUPPLIER TO SUPPLY & INSTALL FITTINGS AS DESIGNED. ANY ADDITIONAL FITTINGS REQUIRED BUT NOT NOTED ON PLANS BUT NECESSARY FOR CONSTRUCTION WILL BE CONSIDERED SUBSIDIARY. CONTRACTOR TO MAKE THEIR OWN DETERMINATION FOR SUBSIDIARY ITEMS. COSTS TO BE INCLUDED IN PIPE BIDS.
- CONTRACTOR IS TO COORDINATE BACKFILLING OF ALL ITEMS TO BE CONSTRUCTED WITH THE CITY PROJECT MANAGER. ALL UTILITIES TO BE TESTED IN ACCORDANCE WITH PROJECT SPECIFICATIONS. TESTS TO BE COORDINATED WITH & WITNESSED BY THE CITY INSPECTOR.
- EMBEDMENT REQUIREMENTS NOTED ON THESE PLANS ARE TO BE STRICTLY ADHERED TO.
- CONTRACTOR SHALL COORDINATE ALL SERVICE CONNECTIONS WITH THE CITY OF BRYAN (WHERE NECESSARY). CONTRACTOR WILL GIVE 72 HOUR NOTICE TO CUSTOMERS FOR DISRUPTION OF WATER SERVICE. WATER SERVICES SHALL NOT BE INTERRUPTED TO ANY PORTION OF THE SITE FOR LONGER THAN A SIX HOUR PERIOD.
- WATERLINE TO BE PVC (POLYVINYL CHLORIDE) AND CONFORM TO ASTM D2241. SERVICE LINES SHALL BE TYPE K COPPER (SIZE NOTED ON THE PLANS). PVC PIPE JOINTS TO HAVE SINGLE GASKET BELL TYPE JOINTS. PROVIDE 36" MINIMUM COVER FOR WATERLINES UNLESS NOTED.
- GATE VALVES TO BE SAME SIZE AS LINE IN WHICH INSTALLED UNLESS NOTED. PROVIDE IRON BODIED RESILIENT SEAT GATE VALVES.
- FITTINGS TO BE DUCTILE IRON CONFORMING TO AWWA C110 AND ANSI A21 10 FOR 2 INCHES IN DIAMETER AND LARGER.
- CITY WILL SHUT OFF WATER ONLY IF ABSOLUTELY NECESSARY FOR CONTRACTOR TO MAKE TIE-INS. CONTRACTOR WILL GIVE 72 HOUR NOTICE TO CITY. CLOSE COORDINATION IS REQUIRED TO ALLOW CITY SUFFICIENT TIME TO NOTIFY CUSTOMERS WATER WILL BE SHUT-OFF. CITY WILL SHUT WATER OFF ONLY ONCE. CONTRACTOR TO HAVE SUFFICIENT STAFF AND ALL REQUIRED MATERIALS ON SITE PRIOR TO BEGINNING OF WORK AND SYSTEM SHUT DOWN. ALL TIE-INS ARE TO BE COMPLETED WITHIN A 6 HOUR PERIOD.
- ALL NECESSARY ADJUSTMENTS TO UTILITY RELATED ITEMS (IE: WATER METERS, VALVE BOXES, GAS METERS, VALVE BOXES, MONITORING WELLS, MANHOLES, ETC.) ARE TO BE SUBSIDIARY. COSTS TO BE INCLUDED IN BID.
- A LICENSED PLUMBER IS REQUIRED FOR ALL WORK RELATED TO WATER SERVICES THAT IS ON PRIVATE PROPERTY.
- CONTRACTOR TO LOCATE ALL INTERCONNECT/DISCONNECT LOCATIONS PRIOR TO CONSTRUCTION. LINES TO BE CUT, DISCONNECTED & CAPPED AS NOTED IN PLANS.

Utility Notes **9**

- SUBGRADE SHALL BE PREPARED WITH A MINIMUM 6" THICKNESS, STABILIZED AS REQUIRED (6% LIME) BY THE GEOTECHNICAL REPORT, COMPACTED TO A MINIMUM OF 98% STANDARD EFFORT.
- ASPHALT DESIGN SHALL CONFORM TO B/C/S UNIFIED DESIGN GUIDELINES AND TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES (LATEST EDITION). CONCRETE DESIGN, MATERIALS, AND WORKMANSHIP TO CONFORM TO THE CURRENT EDITION OF THE FOLLOWING STANDARDS UNLESS OTHERWISE MODIFIED ON THE DRAWINGS IN THE SPECIFICATIONS: ACI 318-02 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" ACI 315-99 "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" TxDOT STANDARD SPECIFICATION FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES (LATEST EDITION)
- MATERIALS TO BE AS FOLLOWS:

ASPHALT	TYPE D ASPHALT SURFACE COURSE
CONCRETE	28-DAY COMPRESSIVE STRENGTH = 3500 PSI REINFORCING STEEL - ASTM A615, GRADE 60
- THE FOLLOWING CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL, UNLESS OTHERWISE SHOWN:
 - 3" - CONCRETE CAST DIRECTLY AGAINST THE GROUND
 - 2" - FORMED SURFACES OR TOP OF FINISHED SURFACES
- LAP REINFORCING STEEL IN ACCORDANCE WITH ACI 318-02 (CLASS B). ALL DOWELS SHOULD BE PLACED STRAIGHT IN CONCRETE (NO BENDING) BY USING A DOWEL BASKET, ETC.
- PAVING RECONSTRUCTION IS NOT TO PROCEED UNTIL UTILITY CONSTRUCTION IS SUCCESSFULLY TESTED, NEW SYSTEM IS OPERATING, & ABANDONMENT OF OLD SYSTEM IS COMPLETE.
- EXCESS DIRT FROM EXCAVATIONS SHALL BE DISPOSED OF BY THE CONTRACTOR. CONTRACTOR MAY RETAIN DEMOLISHED ASPHALT. CITY WILL ACCEPT ASPHALT MILLINGS DELIVERED TO DESIGNATED STORAGE BY CONTRACTOR.
- PAVEMENT TIE-INS TO EXISTING PAVEMENT TO BE SUBSIDIARY TO THE PERTINENT BID ITEMS, SHALL BE SLOPED TO MATCH ADA AND CITY OF BRYAN SPECIFICATIONS, AND SLOPED TO ENSURE PROPER DRAINAGE.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING PAVEMENT TIE-IN ELEVATIONS PRIOR TO CONSTRUCTION TO ENSURE THAT TRANSITION FROM EXISTING TO NEW PAVEMENT IS FLUSH AND WITHIN ADA COMPLIANCE. CONTRACTOR SHALL REPORT DISCREPANCIES WITH TIE-IN ELEVATIONS TO CONSULTING ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOT PROCEED WITHOUT DIRECTION TO RESOLVE THE DISCREPANCIES FROM THE CONSULTING ENGINEER. IF THE CONTRACTOR CONSTRUCTS THE NEW PAVEMENT WITHOUT DIRECTION FROM THE CONSULTING ENGINEER AND THE PAVEMENT IS OUT OF COMPLIANCE, THE CONTRACTOR SHALL REMOVE THE PAVEMENT REQUIRED TO MAKE THE NEW PAVEMENT COMPLIANT AT THE CONTRACTOR'S EXPENSE.
- COORDINATE CONSTRUCTION CLOSELY WITH CITY TO ASSURE THAT THERE ARE NO CONFLICTS BETWEEN GRADING, DRAINAGE AND PAVING IMPROVEMENTS.
- PROPOSED PAVEMENT ELEVATIONS SHOWN ARE TOP OF FINISHED PAVEMENT (P), OR CURB (T) AS NOTED. PROPOSED FLOWLINE ELEVATIONS ARE NOTED (FL).
- PROVIDE EXPANSION JOINTS AND CONTROL JOINTS IN ACCORDANCE WITH CONSTRUCTION PLANS, CITY OF BRYAN STANDARD SPECIFICATION AND DETAILS, CURB AND GUTTER SHALL HAVE 1/2" PREMOLDED OR 3/4" REDWOOD OR CYPRESS EXPANSION JOINT AS DETAILED (UNLESS NOTED OTHERWISE), AND SHALL HAVE GROOVED CONTROL JOINTS AS DETAILED. ALL JOINTS WILL BE SEALED IN ACCORDANCE W/ TECHNICAL SPECIFICATIONS. EXPANSION JOINTS FOR CURBS AND GUTTER SHALL MATCH EXPANSION JOINTS IN STREET.
- ALL FORMS MUST BE WELL STAKED AND THOROUGHLY BRACED SO THAT TAMPING OF MATERIALS WILL NOT DISTURB THEM OR MOVE THEM OUT OF LINE.
- CARE MUST BE TAKEN THAT THE CURB AND GUTTER SHALL NOT SHOW TROWEL MARKS, HIGH SPOTS, SAGS OR HORIZONTAL DEFLECTIONS AND ANY SECTION SHOWING SAME AFTER BEING FINISHED WILL NOT BE ACCEPTED BY THE CITY OF BRYAN AND MUST BE REPLACED BY THE CONTRACTOR. OTHER CONCRETE IMPERFECTIONS ON ROADWAY, SIDEWALK & OTHER STRUCTURES ARE TO BE HANDLED IN SIMILAR FASHION TO ENSURE HIGH QUALITY.
- THE COMPLETED CONCRETE PAVEMENT SHALL BE CURED BY A METHOD APPROVED BY THE CITY OF BRYAN. LIQUID MEMBRANE CURING COMPOUND WHICH COMPLIES WITH THE "STANDARD SPECIFICATIONS FOR LIQUID MEMBRANE FORMING COMPOUNDS FOR CURING CONCRETE", ASTM C309 TYPE 2 WHITE PIGMENTED MAY BE USED.

Paving Notes **8**

- SYSTEM COMPONENTS AND DESIGNS MUST ADHERE TO TITLE 30, TEXAS ADMINISTRATIVE CODE, CHAPTER 334.
 - DUAL AUTHORIZATION AND ACTIVATION OF FUEL PUMPS:
 - PRIMARY AUTHORIZATION: FUEL ISLAND TERMINAL SHALL BE CAPABLE OF AUTHORIZING AND ACTIVATING FUEL PUMPS THROUGH USE OF BOTH A RADIO FREQUENCY IDENTIFICATION (RFID) BADGE AND CHIP KEY WHILE VEHICLE IS PARKED ADJACENT TO FUEL ISLAND.
 - SECONDARY AUTHORIZATION: FUEL ISLAND TERMINAL SHALL BE CAPABLE OF AUTHORIZING AND ACTIVATING FUEL PUMPS THROUGH USE OF RFID WIRELESS TECHNOLOGY WHILE VEHICLE IS PARKED ADJACENT TO FUEL ISLAND.
 - FUEL ISLAND TERMINAL SHALL BE CAPABLE OF GROUPING VEHICLES BY DEPARTMENT
 - FUEL ISLAND TERMINAL SHALL BE CAPABLE OF GROUPING VEHICLES BY CITY-SPECIFIED CLASSIFICATIONS (GARBAGE TRUCK, PICKUP, ETC.)
 - FUEL ISLAND TERMINAL SHALL BE CAPABLE OF MANAGING RFID EQUIPMENT FOR 300 VEHICLES, HAVING A MIX OF OBD, OBD-II AND DATA LINK I1939 SYSTEMS.
 - FUEL ISLAND TERMINAL SHALL BE CAPABLE OF PRODUCING THE FOLLOWING TRANSACTION DATA:
 - TRANSACTION TIME AND DATE
 - DRIVER ID (RFID BADGE)
 - VEHICLE ID (CHIP KEY, RFID TAG, OR COMBINATION)
 - FUEL TYPE
 - FUEL QUANTITY DISPENSED (GALLONS)
 - SITE LOCATION AND PUMP NUMBER
 - VEHICLE MILEAGE AND VEHICLE HOURS
- FUEL MANAGEMENT SOFTWARE MUST BE CAPABLE OF PROVIDING A COMPLETE FUEL RECONCILIATION (FUEL RECEIPT, DELIVERY, INVENTORY) FOR BOTH FUEL TERMINALS, AND MUST BE COMPATIBLE FOR SEAMLESS DATA ENTRY INTO THE CITY'S ENTERPRISE SYSTEM (NAVLINE, SELECT VERSION 9.1.21.2).
- FUEL ISLAND TERMINAL MUST HAVE A LOCAL BACKUP SAVED TO AN EXTERNAL MEMORY SOURCE ACCESSIBLE BY THE CITY.
- FUEL ISLAND TERMINAL MUST HAVE THE ABILITY TO DIAGNOSE, COMMAND, DEACTIVATE DISPENSERS AND OBSERVE TRANSACTIONS IN REAL-TIME.
- FUEL ISLAND TERMINAL MUST HAVE ALARM SYSTEM WITH THE ABILITY TO GENERATE ALARM HISTORY.
- FUEL ISLAND TERMINAL MUST HAVE SOFTWARE REPORTING WITH THE ABILITY TO GENERATE THE FOLLOWING CRITERIA:
 - PER DRIVER
 - PER VEHICLE
 - PER GROUP OR DEPARTMENT
 - DISPENSER OUTPUT HISTORY
 - CRITERIA THAT IS CUSTOMIZABLE BY THE CITY OF BRYAN THAT CAN BE SAVED FOR REPEATED GENERATION OF THE SAME REPORT
 - QUERY BASED UPON USER-DEFINED TIME PERIODS
 - ABILITY TO AUTOMATICALLY POLL TRANSITIONS FROM BOTH SITES BASED UPON USED-DEFINED TIME PERIODS
 - ABILITY TO SAVE REPORTS ELECTRONICALLY DIRECTLY FROM THE SOFTWARE
 - ABILITY TO SCHEDULE REPORTS TO AUTOMATICALLY GENERATE, EMAIL OR SAVE TO A SPECIFIED LOCATION
- SOFTWARE SHALL BE "CLOUD-BASED" TO PROVIDE ACCESS FROM MULTIPLE LOCATIONS AND COMPUTERS PER THE FOLLOWING:
 - MULTIPLE ADMINISTRATIVE USERS (SET-UP, MONITOR, ETC.)
 - MULTIPLE STANDARD USERS (RUN REPORTS, VIEW DATA, ETC.)
 - CONCURRENT USERS - AT LEAST ONE ADMINISTRATOR USER AND THREE STANDARD USERS
- NETWORK SECURITY/SOFTWARE APPLICATIONS:
 - THE SOFTWARE SUPPLIER SHALL PROVIDE SUMMARY DOCUMENTATION OF PROCURED PRODUCTS SECURITY FEATURES AND SECURITY-FOCUSED INSTRUCTIONS ON PRODUCT MAINTENANCE, SUPPORT, AND RECONFIGURATION OF DEFAULT SETTINGS.
 - THE SUPPLIER SHALL NOT, UNLESS SPECIFICALLY REQUESTED BY THE CITY, ALLOW MULTIPLE CONCURRENT LOGINS USING THE SAME AUTHENTICATION CREDENTIALS, ALLOW APPLICATIONS TO RETAIN LOGIN INFORMATION BETWEEN SESSIONS, PROVIDE ANY AUTO-FILL FUNCTIONALITY DURING LOGIN, OR ALLOW ANONYMOUS LOGINS, UNLESS SPECIFICALLY REQUESTED BY THE CITY.
 - THE SUPPLIER SHALL PROVIDE A METHOD TO RESTRICT COMMUNICATION TRAFFIC BETWEEN DIFFERENT NETWORK SECURITY ZONES (WHERE TECHNICALLY FEASIBLE). THE SUPPLIER SHALL PROVIDE DOCUMENTATION ON ANY METHOD OR EQUIPMENT USED TO RESTRICT COMMUNICATION TRAFFIC.
 - THE SUPPLIER SHALL REMOVE ALL SOFTWARE COMPONENTS THAT ARE NOT REQUIRED FOR THE OPERATION AND/OR MAINTENANCE OF THE PROCURED PRODUCT. IF REMOVAL IS NOT TECHNICALLY FEASIBLE, THEN THE SUPPLIER SHALL DISABLE SOFTWARE NOT REQUIRED FOR THE OPERATION AND/OR MAINTENANCE OF THE PROCURED PRODUCT. THIS REMOVAL SHALL NOT IMPEDE THE PRIMARY FUNCTION OF THE PROCURED PRODUCT.
 - THE SUPPLIER SHALL CONFIGURE EACH COMPONENT OF THE PROCURED PRODUCT TO OPERATE USING THE PRINCIPLE OF LEAST PRIVILEGE. THIS INCLUDES OPERATING SYSTEM PERMISSIONS, FILE ACCESS, USER ACCOUNTS, APPLICATION-TO-APPLICATION COMMUNICATIONS, AND ENERGY DELIVERY SYSTEM SERVICES.
 - THE SUPPLIER SHALL CHANGE DEFAULT ACCOUNT SETTINGS TO CITY-SPECIFIC SETTINGS (E.G., LENGTH, COMPLEXITY, HISTORY, AND CONFIGURATIONS) OR SUPPORT THE CITY IN THESE CHANGES. THE SUPPLIER SHALL NOT PUBLISH CHANGED ACCOUNT INFORMATION. THE SUPPLIER SHALL PROVIDE NEW ACCOUNT INFORMATION TO THE CITY VIA A PROTECTED MECHANISM OF DEFAULT SETTINGS.

Terminal/Software Notes **7**



Utility Locate Service **N.T.S.** **6**

THIS PROJECT GENERALLY CONSISTS OF (BUT NOT LIMITED TO) THE FOLLOWING:
DEMOLITION OF THE EXISTING FUEL ISLAND, STORAGE TANKS, FUEL PIPING, AND ASSOCIATED APPURTENANCES. PROVISION OF A NEW FUEL ISLAND TO THE PROJECT SITE AS SHOWN ON THE DRAWINGS, THE NEW FUEL ISLAND CONSISTS OF NEW UNDERGROUND STORAGE TANKS, AN ABOVEGROUND STORAGE TANK FOR DEF, WEATHER CANOPY, AND APPURTENANCES.

UNDERGROUND STORAGE TANK INSTALLATION, CLOSURE, AND REGULATORY COORDINATION IS REQUIRED. THE CONTRACTOR SHALL COORDINATE THESE REQUIREMENTS USING AN INDIVIDUAL OR FIRM HOLDING A TCEQ UST ON-SITE SUPERVISOR A&B CERTIFICATION. IDENTIFICATION OF THE LICENSE OF THE LICENSE HOLDER SHALL BE PROVIDED AS PART OF THE CONTRACTOR'S SUBMITTED BID.

FUEL DISPENSERS, ISLAND TERMINALS, AND MONITORING EQUIPMENT IS LIMITED TO A SOLE MANUFACTURER - GASBOY - AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE COMMISSIONING AND STARTUP OF GASBOY EQUIPMENT AND SOFTWARE BYWAY OF A GASBOY AUTHORIZED SERVICE CONTRACTOR. THE PROJECT SCOPE INCLUDES MIGRATION OF THE CITY'S DRIVER AND VEHICLE LIST TO GASBOY'S EKOS PLATFORM. IDENTIFICATION OF THE LICENSE HOLDER SHALL BE PROVIDED AS PART OF THE CONTRACTOR'S SUBMITTED BID.

EKOS LICENSING AGREEMENT SHALL INCLUDE ONE (1) YEAR OF CONTINUOUS SERVICE FOR TWO (2) FUEL SITE TERMINALS PLUS CELLULAR DEVICES AND MONTHLY CELLULAR FEES. INCLUDED IN THIS SCOPE ARE SETUP FEES FOR EKOS PRODUCTS FOR BOTH TERMINALS: FUEL SITE MODULE, EKOS GPS, AND SINGLE SIGN ON INTEGRATION.

- THE FOLLOWING EQUIPMENT SHALL BE PURCHASED BY THE CONTRACTOR AND DELIVERED TO THE CITY:
- (1) WIRELESS VEHICLE PROGRAMMER (Z-FLO-WP001)
 - (1) FLEET HEAD OFFICE MILFARE READER (Z-FLO-PMTR01)
 - (65) BLUE MILFARE TAGS (BOX OF 10) (Z-FLO-MTUB01)
 - (1) STANDARD FLOW NANO NOZZLE READER (M09677B035)
 - (10) SELF-INSTALLED 105mm RING (Z-FLO-VTR002)
 - (10) FUEL CUBES (Z-FLO-VTR021)
 - (10) MICRO DATA-PASS (GDZFLODPVB09)

PROJECT COMPLETION WILL RESULT IN A COMPLETE AND OPERATIONAL FUEL ISLAND OPERATION WITH GASBOY DISPENSING AND MONITORING EQUIPMENT SUPPORTED BY EKOS USING A CELLULAR COMMUNICATION PATH.

General Project Scope **5**

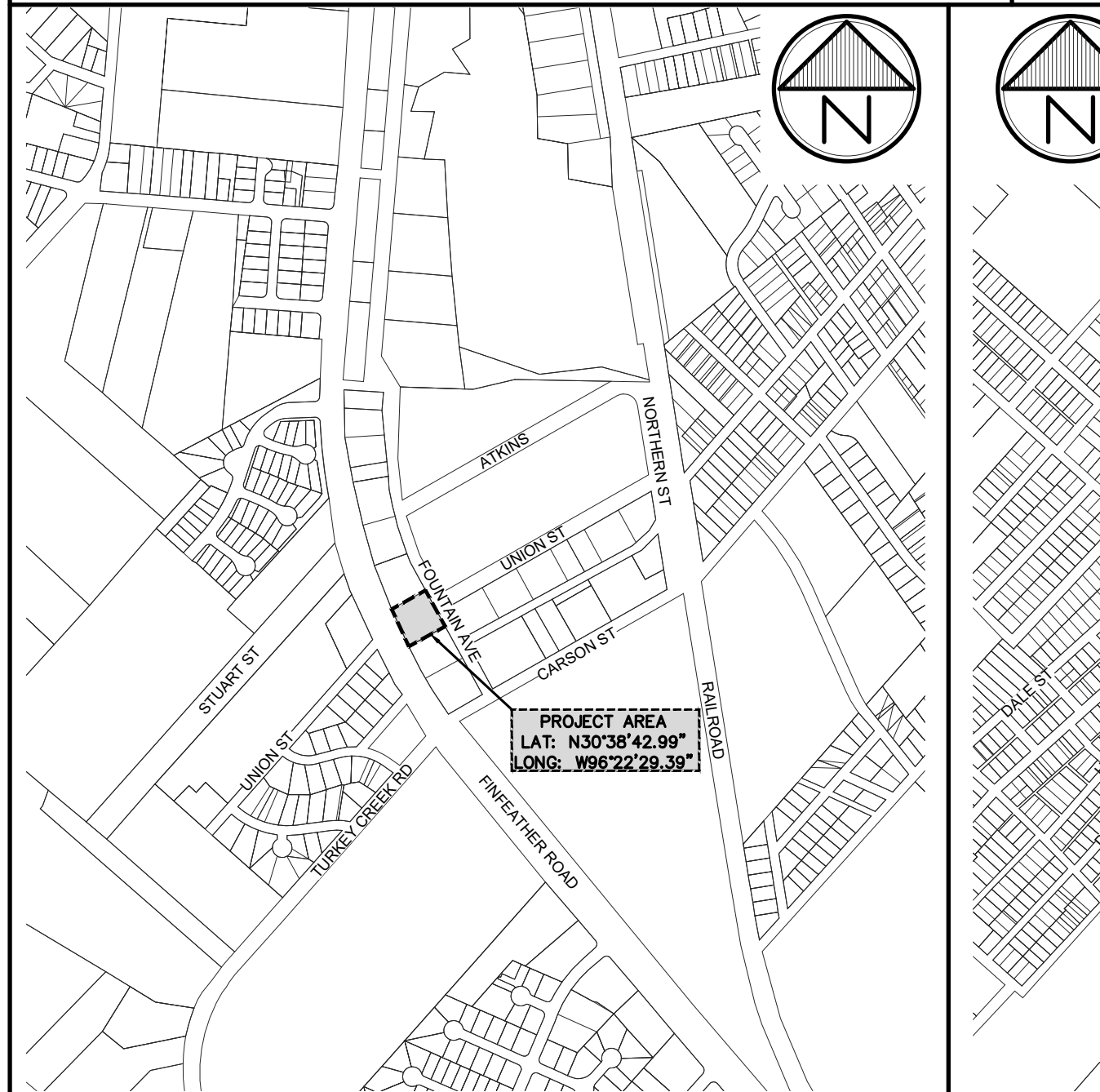
NO.	DESCRIPTION	ELEVATION
2	1/2" IRON ROD LOCATED ALONG THE WEST SIDE OF WACO STREET APPROX. 46' IN A SOUTHWESTERLY DIRECTION FROM THE FEDERAL PARK SIGN, AND APPROX. 52' IN A SOUTHWESTERLY DIRECTION FROM THE SOUTHWEST POST OF THE CHAIN LINK FENCE.	326.65
5	1/2" IRON ROD LOCATED IN THE MEDIAN ON WACO STREET APPROX. 402' IN A SOUTHERLY DIRECTION FROM THE SOUTH CORNER OF THE EXISTING FUEL CENTER, AND APPROX. 480' IN A SOUTHWESTERLY DIRECTION FROM THE WATER METER LOCATED IN THE GRASS MEDIAN IN THE PARKING LOT.	332.71
6	'X' IN CONCRETE SIDEWALK LOCATED APPROX. 7.5' IN A SOUTHWESTERLY DIRECTION FROM THE SOUTHWEST FACING EDGE OF THE SIDEWALK LEADING TO THE BRYAN CITY FACILITY SERVICES BUILDINGS, AND APPROX. 6' IN A NORTHWESTERLY DIRECTION FROM THE CHAIN LINK FENCE.	324.23

Control Point List

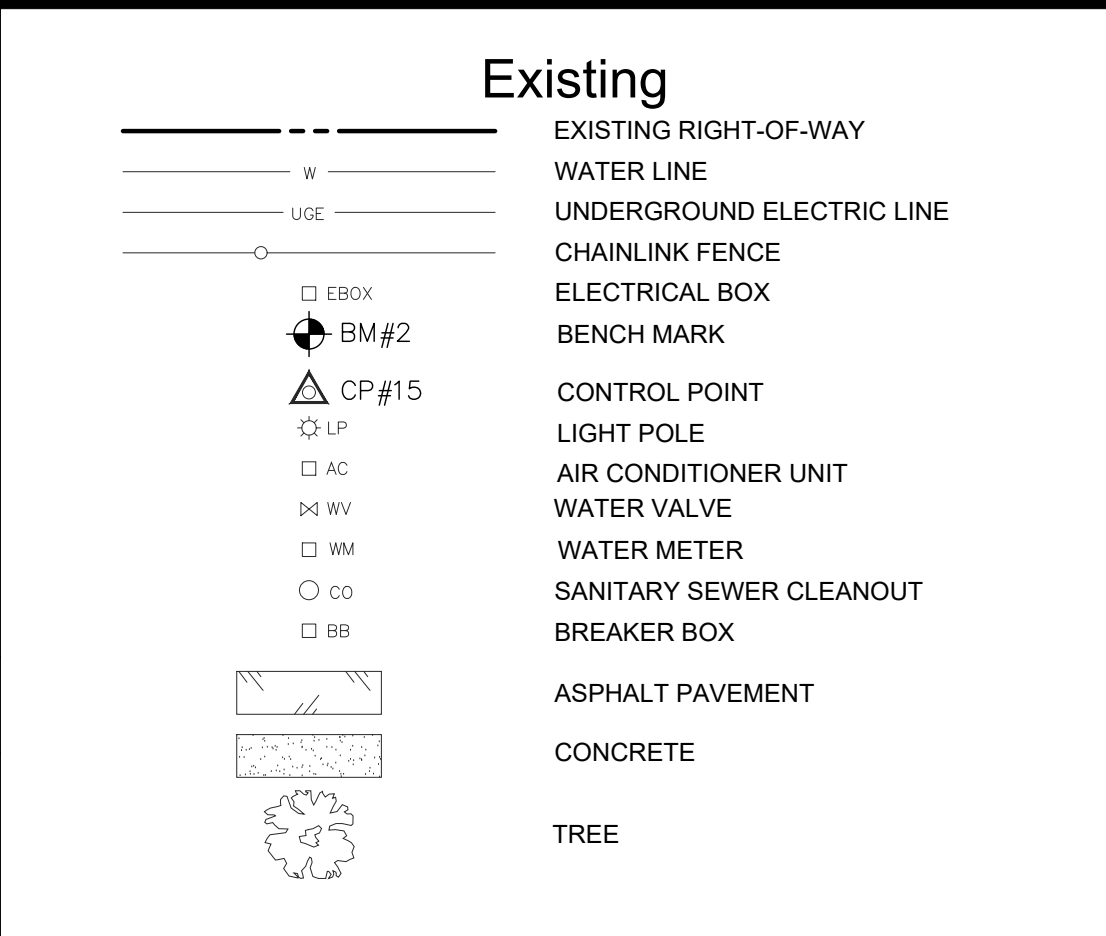
NO.	DESCRIPTION	ELEV./COORD
1	60D NAIL LOCATED APPROX. 78' IN AN EASTERLY DIRECTION FROM THE VACUUM AT THE EXISTING TRUCK WASH, AND APPROX. 54' IN A SOUTHEASTERLY DIRECTION FROM THE SOUTH CORNER OF THE TRUCK WASH BUILDING.	N: 3547152.0363 E: 10235587.7196
7	60D NAIL LOCATED ON THE WEST SIDE OF WACO STREET APPROX. 380' IN A WESTERLY DIRECTION FROM THE SOUTHWESTERN MOST LIGHT POLE APPEARING ON PLAN, AND APPROX. 404' IN A WESTERLY DIRECTION FROM THE WEST CORNER OF THE EXISTING FUEL CENTER PAVEMENT.	N: 3546495.0090 E: 10235502.6765

NOTE: CONTRACTOR SHALL REESTABLISH PROJECT CONTROL ON SITE PRIOR TO BEGINNING ANY WORK.

Bench Mark/Control Point List **4**



Fountain Street **N.T.S.** **2**



Utility Locate Service **N.T.S.** **6**

THIS PROJECT GENERALLY CONSISTS OF (BUT NOT LIMITED TO) THE FOLLOWING:
DEMOLITION OF THE EXISTING FUEL ISLAND, STORAGE TANKS, FUEL PIPING, AND ASSOCIATED APPURTENANCES. PROVISION OF A NEW FUEL ISLAND TO THE PROJECT SITE AS SHOWN ON THE DRAWINGS, THE NEW FUEL ISLAND CONSISTS OF NEW UNDERGROUND STORAGE TANKS, AN ABOVEGROUND STORAGE TANK FOR DEF, WEATHER CANOPY, AND APPURTENANCES.

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PROJECT COMPLETION WILL RESULT IN A COMPLETE AND OPERATIONAL FUEL ISLAND OPERATION WITH GASBOY DISPENSING AND MONITORING EQUIPMENT SUPPORTED BY EKOS USING A CELLULAR COMMUNICATION PATH.

General Project Scope **5**

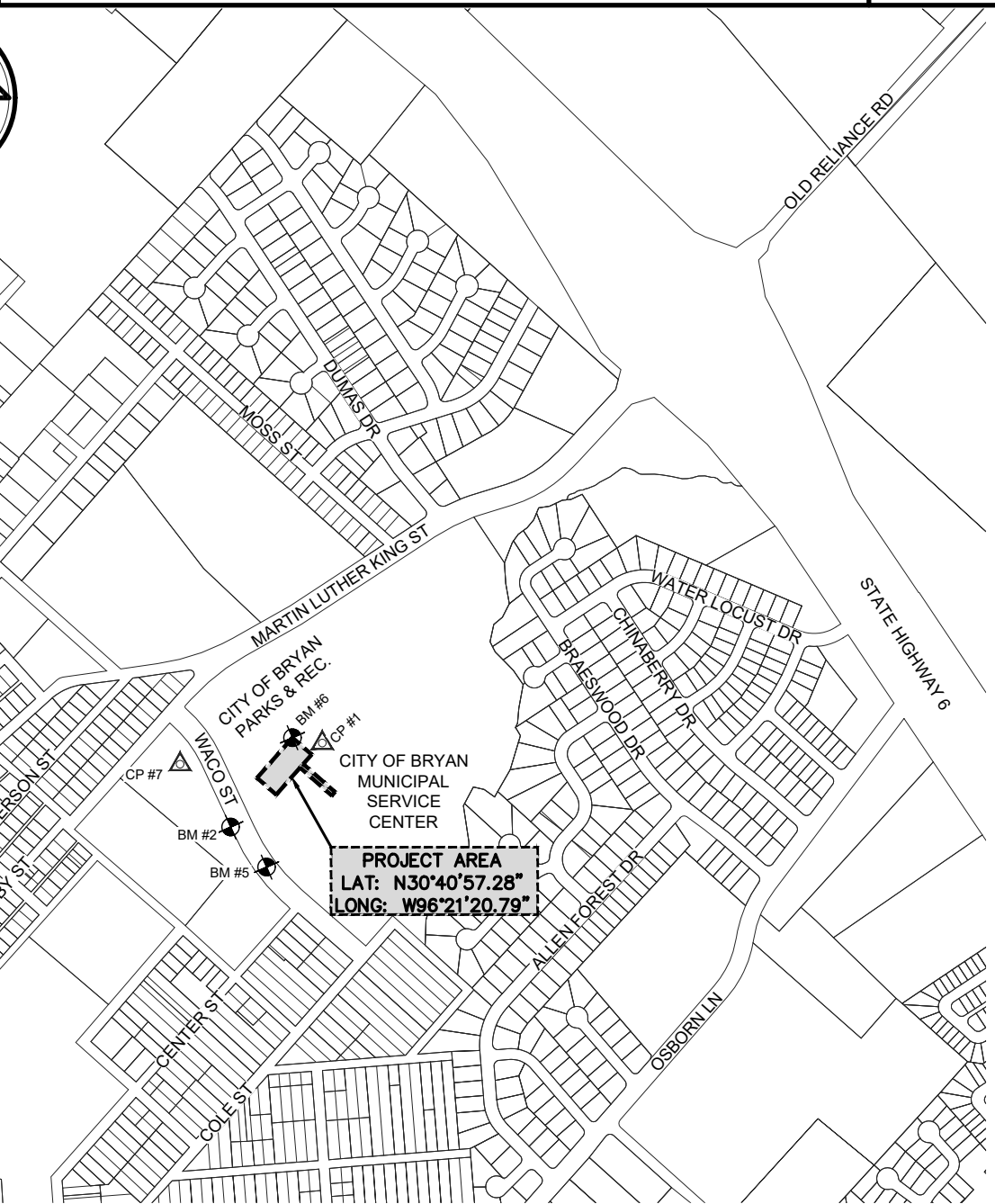
NO.	DESCRIPTION	ELEVATION
2	1/2" IRON ROD LOCATED ALONG THE WEST SIDE OF WACO STREET APPROX. 46' IN A SOUTHWESTERLY DIRECTION FROM THE FEDERAL PARK SIGN, AND APPROX. 52' IN A SOUTHWESTERLY DIRECTION FROM THE SOUTHWEST POST OF THE CHAIN LINK FENCE.	326.65
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Control Point List

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NOTE: CONTRACTOR SHALL REESTABLISH PROJECT CONTROL ON SITE PRIOR TO BEGINNING ANY WORK.

Bench Mark/Control Point List **4**

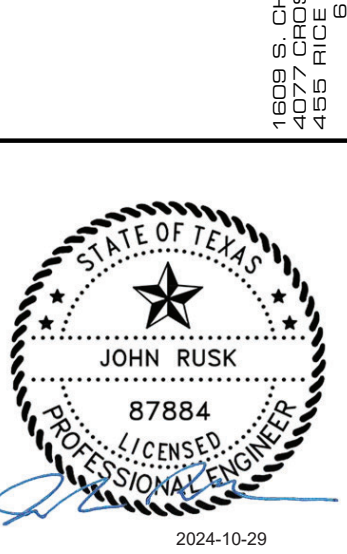
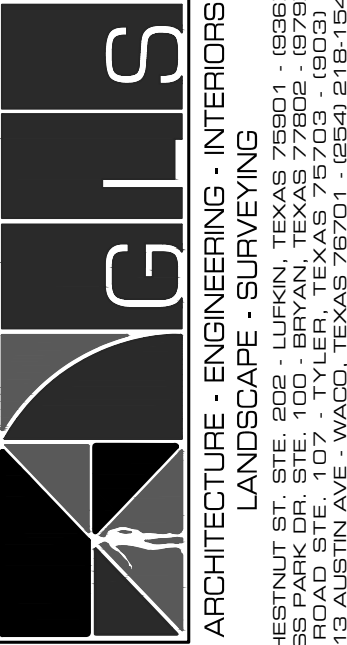


Waco Street - M.S.C. Building **N.T.S.** **1**

REVISIONS	DATE	BY	ISSUED
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T.B.P.E.L.B. FIRM NO. F-413
T.B.A.E. FIRM NO. BR 201
T.B.P.E.L.B. FIRM NO. 101110000

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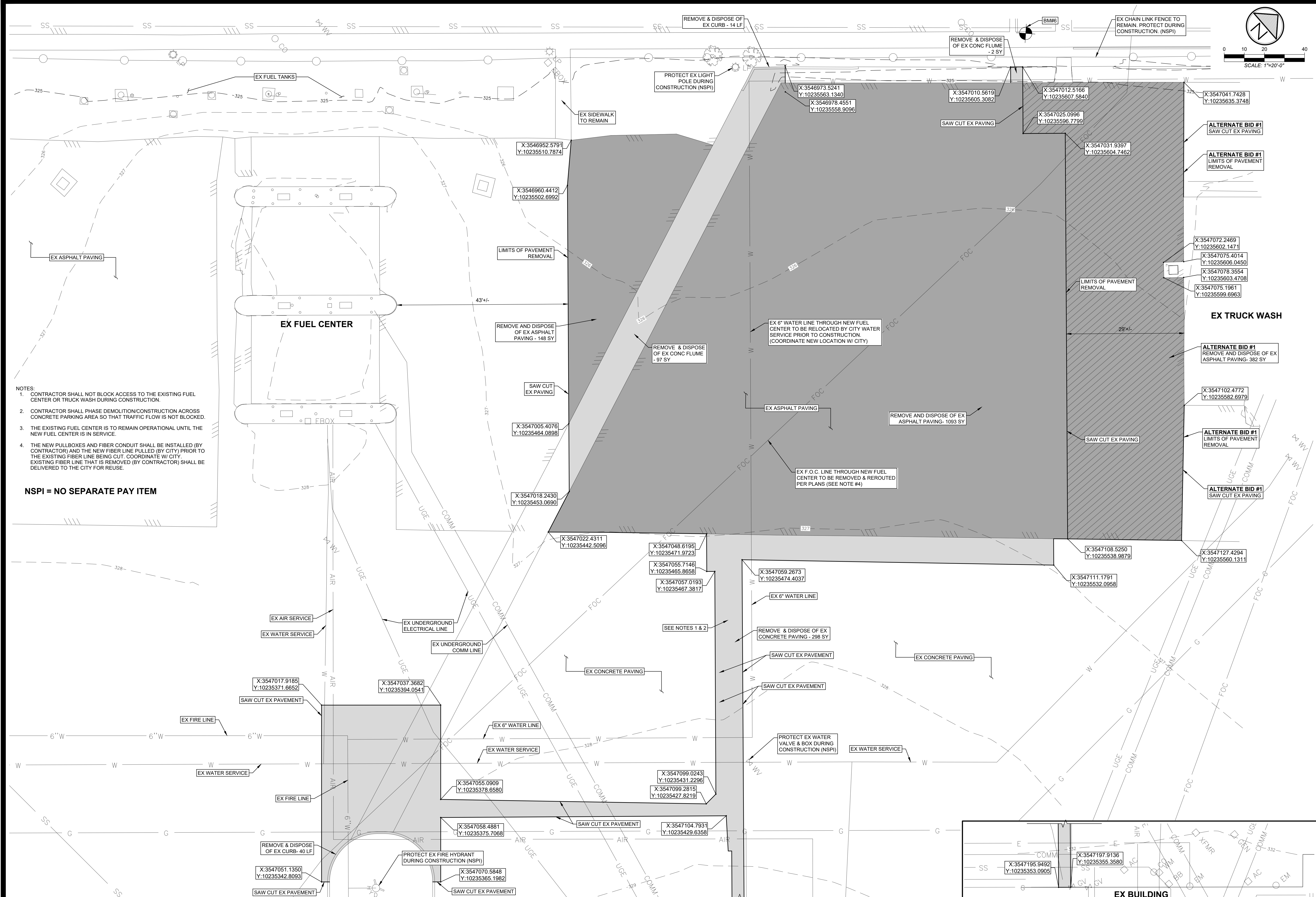


Fueling Center Reconstruction
 City of Bryan
 Bryan, Texas
Project Notes and Information

JOB NUMBER
600230

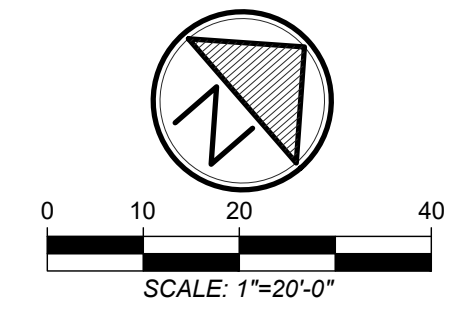
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C1.0



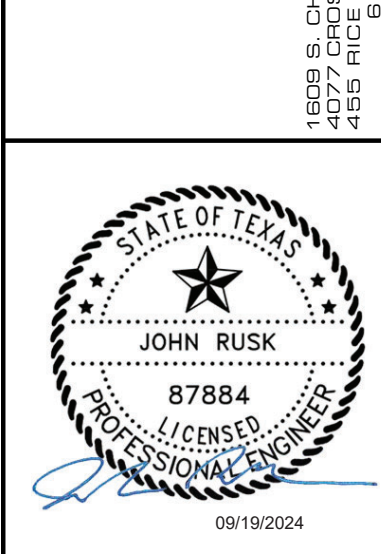
- NOTES:
- CONTRACTOR SHALL NOT BLOCK ACCESS TO THE EXISTING FUEL CENTER OR TRUCK WASH DURING CONSTRUCTION.
 - CONTRACTOR SHALL PHASE DEMOLITION/CONSTRUCTION ACROSS CONCRETE PARKING AREA SO THAT TRAFFIC FLOW IS NOT BLOCKED.
 - THE EXISTING FUEL CENTER IS TO REMAIN OPERATIONAL UNTIL THE NEW FUEL CENTER IS IN SERVICE.
 - THE NEW PULLBOXES AND FIBER CONDUIT SHALL BE INSTALLED (BY CONTRACTOR) AND THE NEW FIBER LINE PULLED (BY CITY) PRIOR TO THE EXISTING FIBER LINE BEING CUT. COORDINATE W/ CITY. EXISTING FIBER LINE THAT IS REMOVED (BY CONTRACTOR) SHALL BE DELIVERED TO THE CITY FOR REUSE.

NSPI = NO SEPARATE PAY ITEM



DATE	REVISIONS
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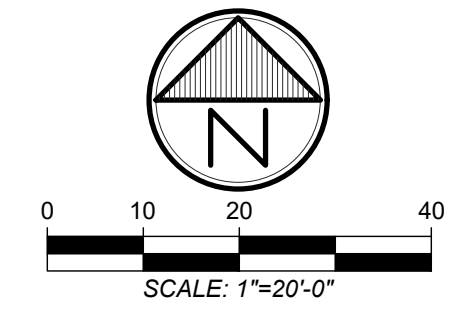
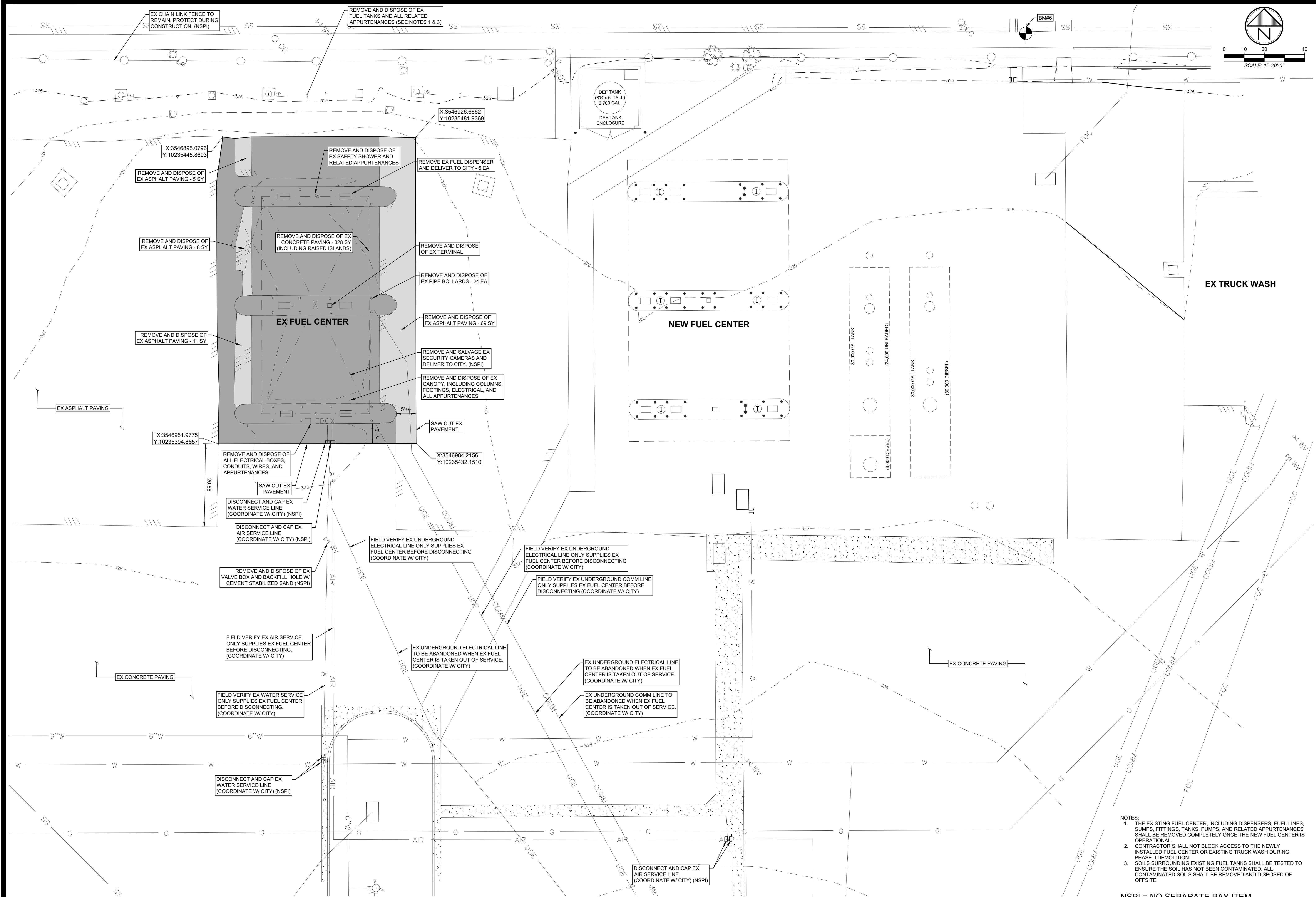
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 T.B.P.E.L.B. FIRM NO. 13110202
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Fueling Center Reconstruction
 City of Bryan
 Bryan, Texas
Ex. Conditions & Demo. Plan - Ph. 1

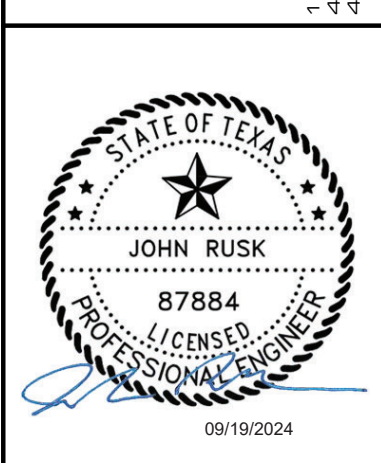
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 6125 SOUTHWAY AVE. WACO, TEXAS 76703 - (800) 934-9900



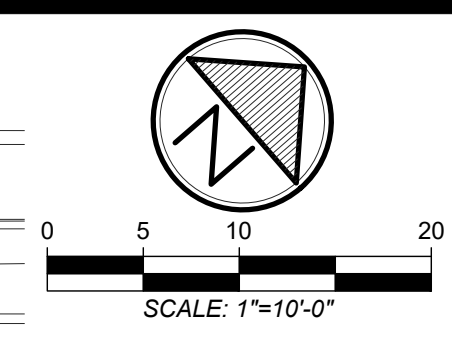
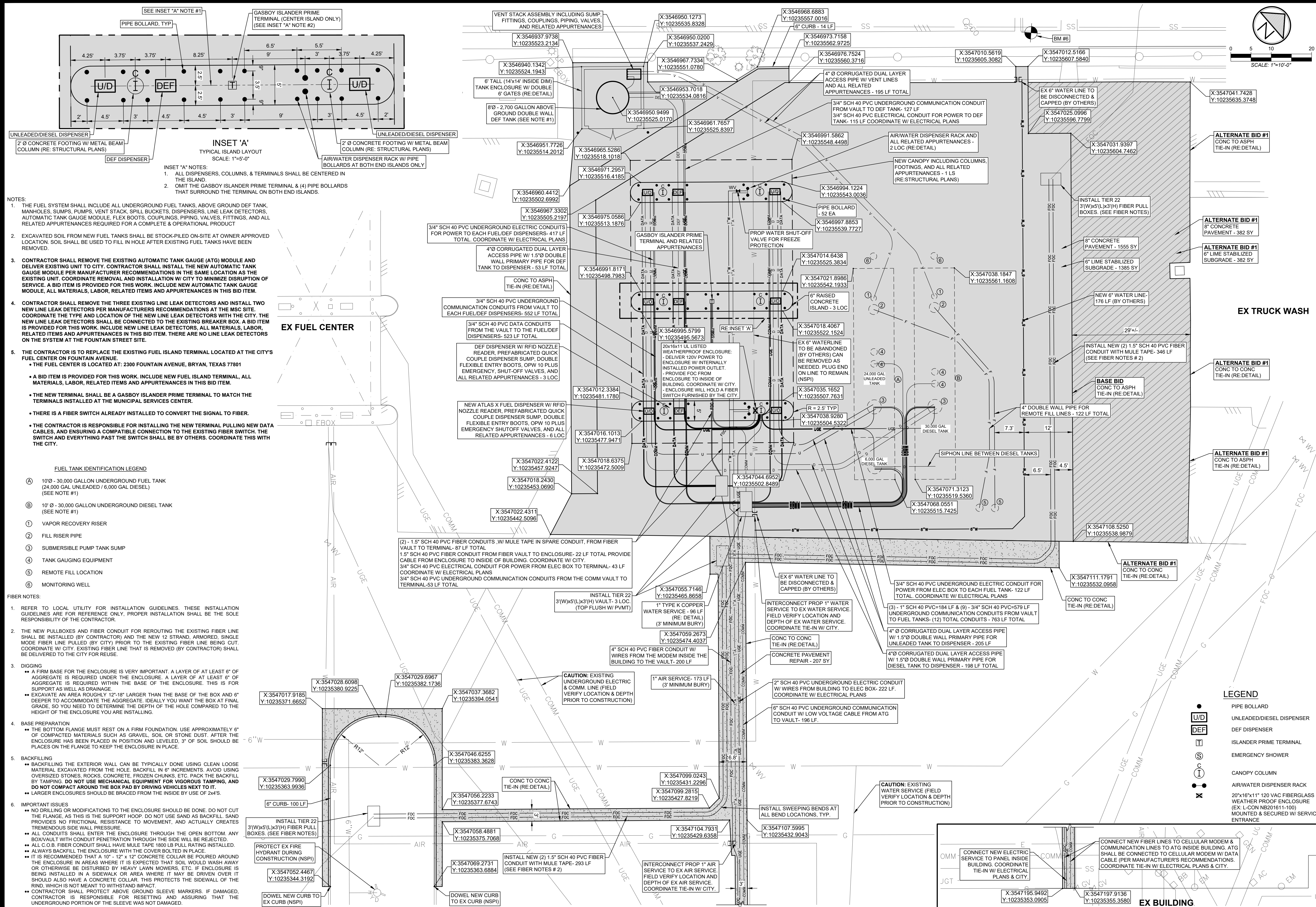
Fueling Center Reconstruction
 City of Bryan
 Bryan, Texas
Ex. Conditions & Demo. Plan - Ph. 2

JOB NUMBER
 600230

SHEET NO.
C1.2

- NOTES:
- THE EXISTING FUEL CENTER, INCLUDING DISPENSERS, FUEL LINES, SUMPS, FITTINGS, TANKS, PUMPS, AND RELATED APPURTENANCES SHALL BE REMOVED COMPLETELY ONCE THE NEW FUEL CENTER IS OPERATIONAL.
 - CONTRACTOR SHALL NOT BLOCK ACCESS TO THE NEWLY INSTALLED FUEL CENTER OR EXISTING TRUCK WASH DURING PHASE II DEMOLITION.
 - SOILS SURROUNDING EXISTING FUEL TANKS SHALL BE TESTED TO ENSURE THE SOIL HAS NOT BEEN CONTAMINATED. ALL CONTAMINATED SOILS SHALL BE REMOVED AND DISPOSED OF OFFSITE.

NSPI = NO SEPARATE PAY ITEM



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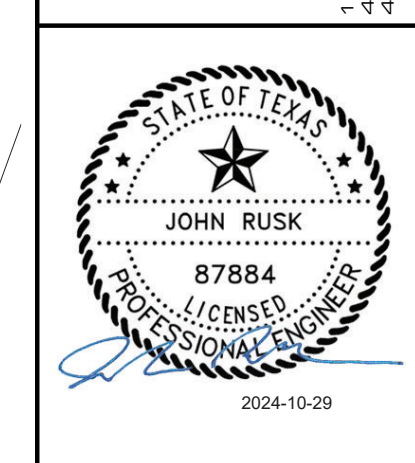
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T.B.A.E. FIRM NO. BR 201
T.B.P.E.L.B. FIRM NO. 10110000

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615 S. STATE ST. - WACO, TEXAS 76701 - (817) 533-5344

GLS
ARCHITECTURE • ENGINEERING • INTERIORS
LANDSCAPE • SURVEYING

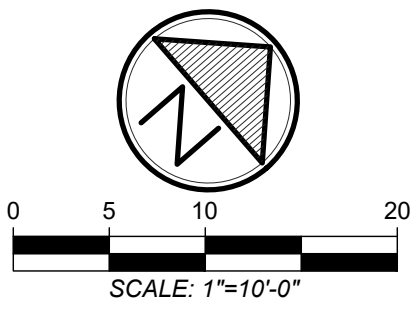
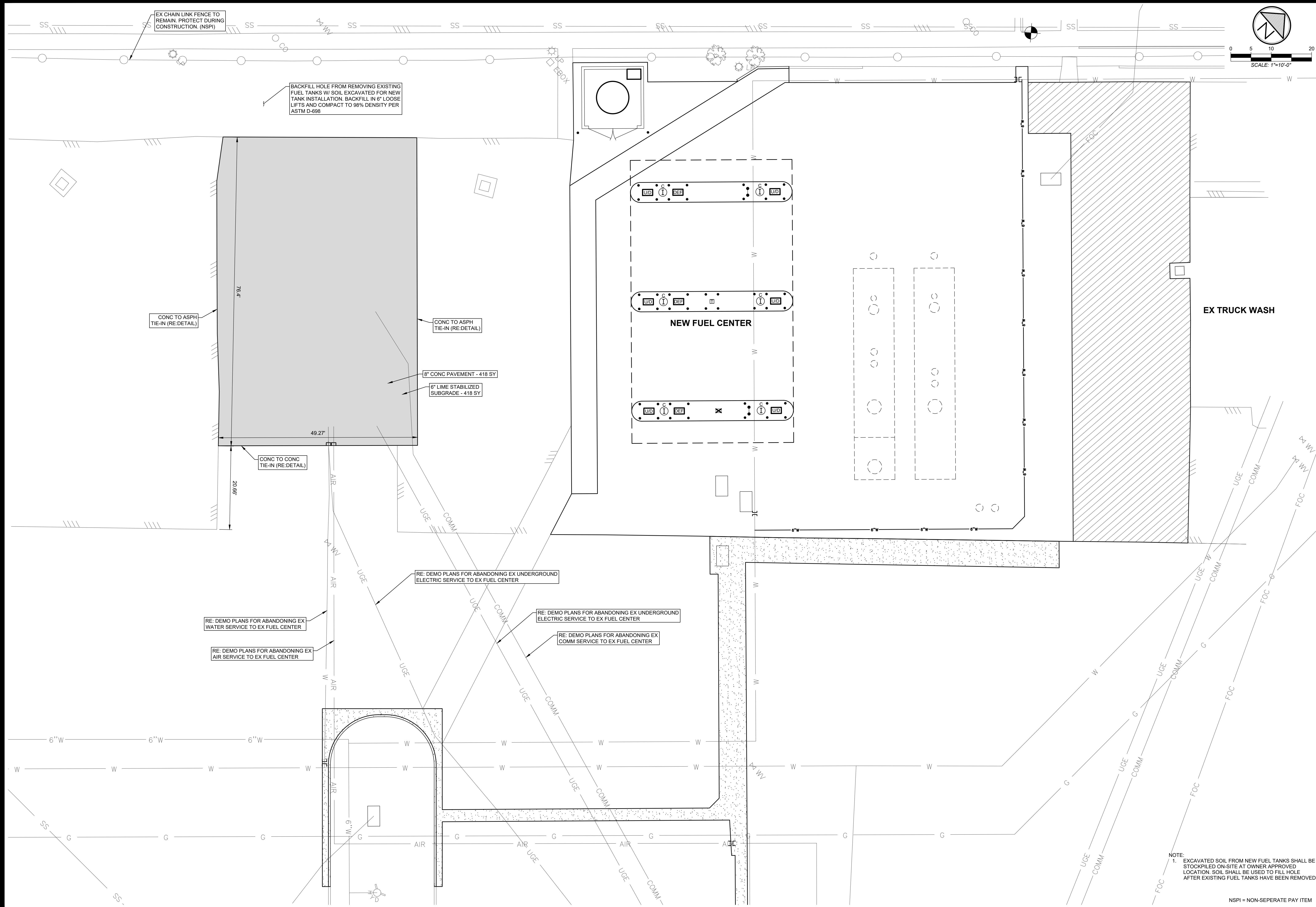
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4855 N. FRIEDLAND ST. - TYLER, TEXAS 75703 - (409) 318-1800
615 S. STATE ST. - WACO, TEXAS 76701 - (817) 533-5344



Fueling Center Reconstruction
City of Bryan
Bryan, Texas
Site Plan - Phase 1

JOB NUMBER
600230

SHEET NO.
C1.3



BACKFILL HOLE FROM REMOVING EXISTING FUEL TANKS W/ SOIL EXCAVATED FOR NEW TANK INSTALLATION. BACKFILL IN 6\"/>

CONC TO ASPH TIE-IN (RE:DETAIL)

CONC TO ASPH TIE-IN (RE:DETAIL)

8\"/>

6\"/>

CONC TO CONC TIE-IN (RE:DETAIL)

RE: DEMO PLANS FOR ABANDONING EX WATER SERVICE TO EX FUEL CENTER

RE: DEMO PLANS FOR ABANDONING EX AIR SERVICE TO EX FUEL CENTER

RE: DEMO PLANS FOR ABANDONING EX UNDERGROUND ELECTRIC SERVICE TO EX FUEL CENTER

RE: DEMO PLANS FOR ABANDONING EX UNDERGROUND ELECTRIC SERVICE TO EX FUEL CENTER

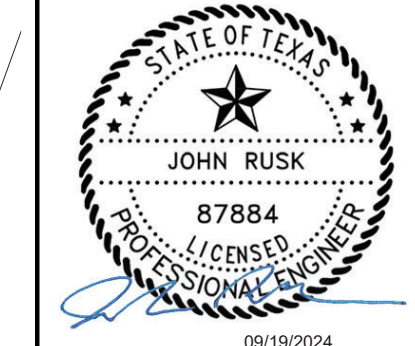
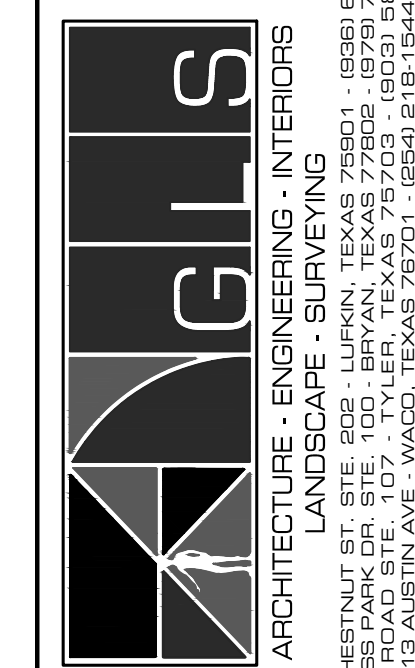
RE: DEMO PLANS FOR ABANDONING EX COMM SERVICE TO EX FUEL CENTER

NOTE:
1. EXCAVATED SOIL FROM NEW FUEL TANKS SHALL BE STOCKPILED ON-SITE AT OWNER APPROVED LOCATION. SOIL SHALL BE USED TO FILL HOLE AFTER EXISTING FUEL TANKS HAVE BEEN REMOVED.

NSPI = NON-SEPARATE PAY ITEM

REVISIONS	DATE	ISSUED
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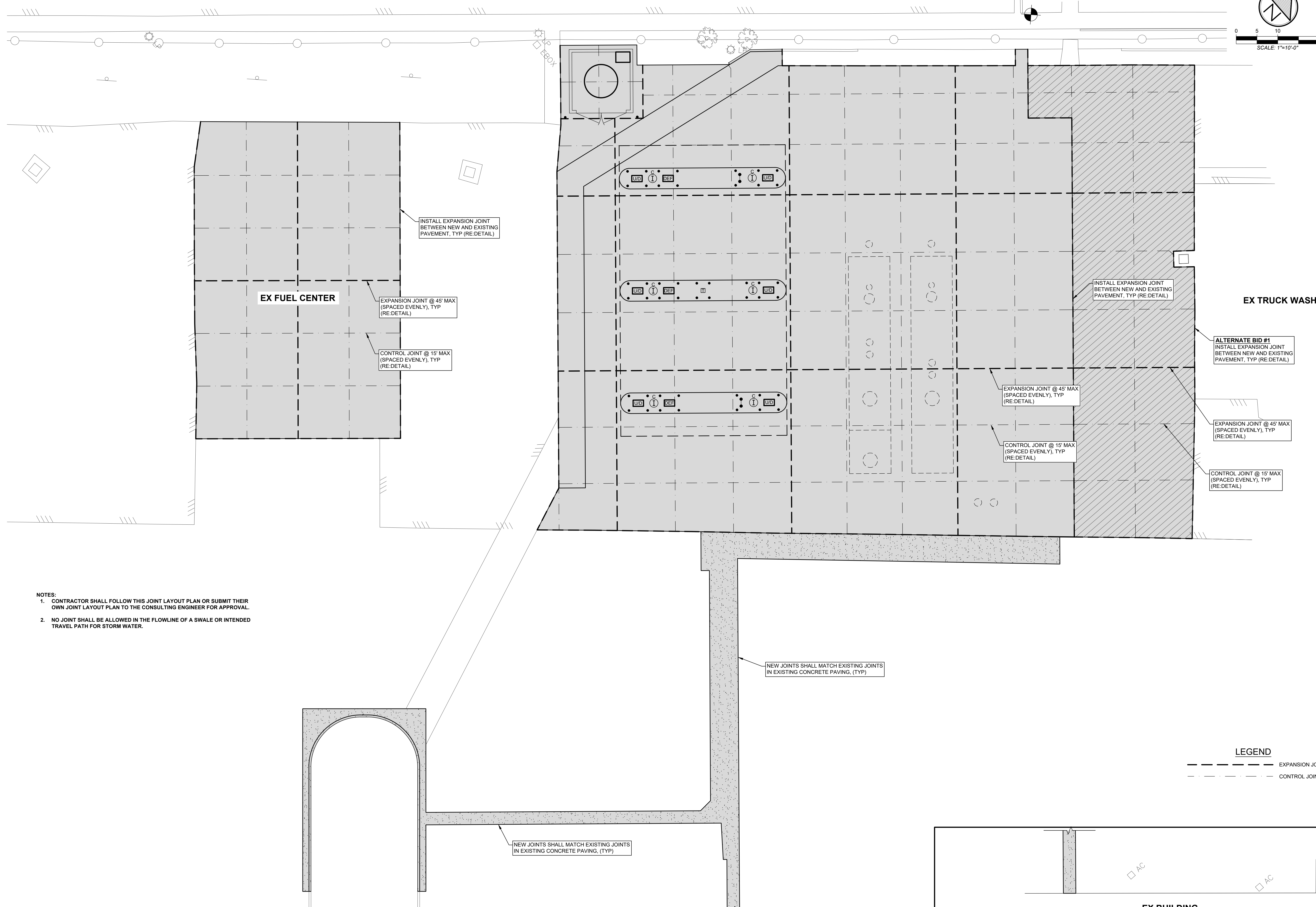
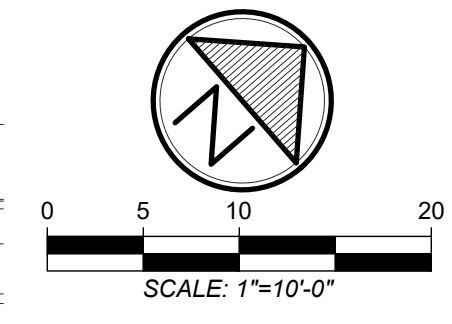
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 APP'D BY: JIR
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 4029 CHRISTIAN CHURCH ST. - BRYAN, TEXAS 77804 - (817) 854-9900
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 6125 RUSTYVALE WOODS, TEXAS 75701 - (800) 981-3800



Fueling Center Reconstruction
 City of Bryan
 Bryan, Texas
Site Plan - Phase 2

JOB NUMBER
600230

SHEET NO.
C1.4



- NOTES:**
1. CONTRACTOR SHALL FOLLOW THIS JOINT LAYOUT PLAN OR SUBMIT THEIR OWN JOINT LAYOUT PLAN TO THE CONSULTING ENGINEER FOR APPROVAL.
 2. NO JOINT SHALL BE ALLOWED IN THE FLOWLINE OF A SWALE OR INTENDED TRAVEL PATH FOR STORM WATER.

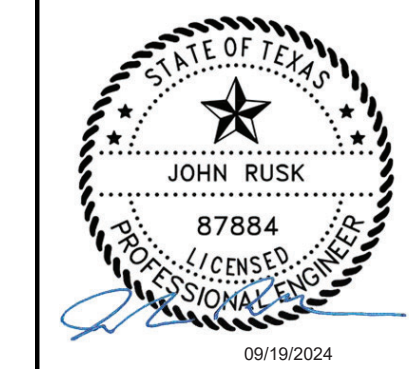
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1		DKE	###
2		JIR	###
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 T.B.A.E. FIRM NO. BR 201
 T.B.P.E.L.L.B. FIRM NO. 13110303

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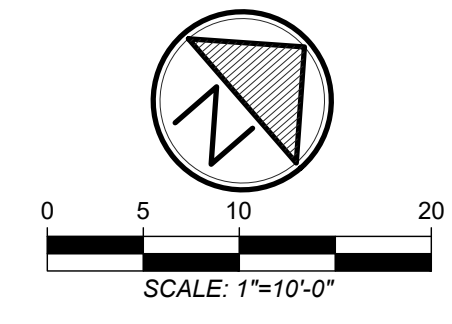
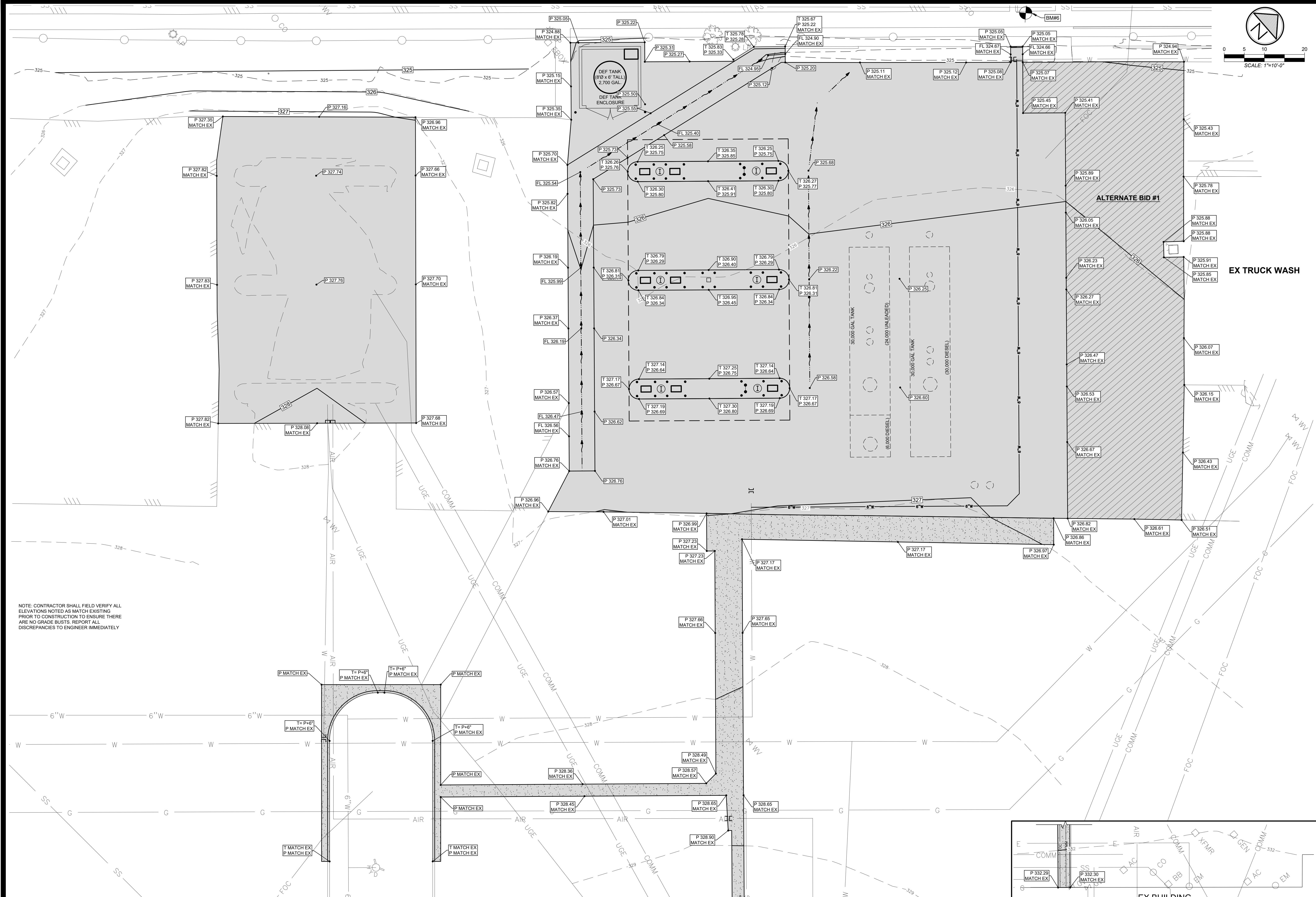
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Fueling Center Reconstruction
 City of Bryan
 Bryan, Texas
Joint Layout Plan

JOB NUMBER
 600230
 SHEET NO.

C1.5



NOTE: CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS NOTED AS MATCH EXISTING PRIOR TO CONSTRUCTION TO ENSURE THERE ARE NO GRADE BUSTS. REPORT ALL DISCREPANCIES TO ENGINEER IMMEDIATELY

REVISIONS	DATE	BY	APP'D BY	ISSUED
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T.B.P.E.L.B. FIRM NO. F-413
 T.B.A.E. FIRM NO. BR 201
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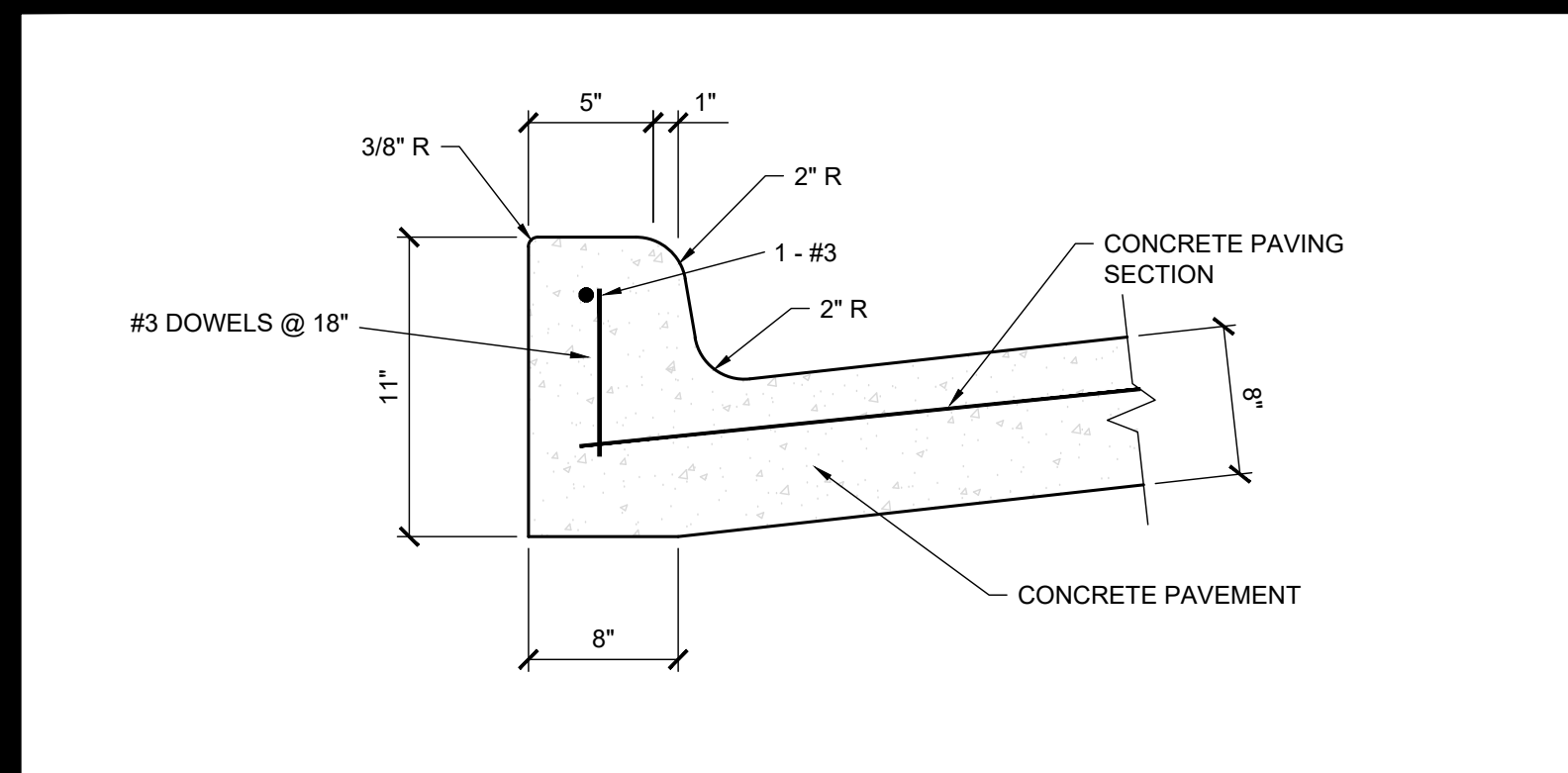
Fueling Center Reconstruction
 City of Bryan
 Bryan, Texas
Grading Plan

JOB NUMBER
600230
 SHEET NO.

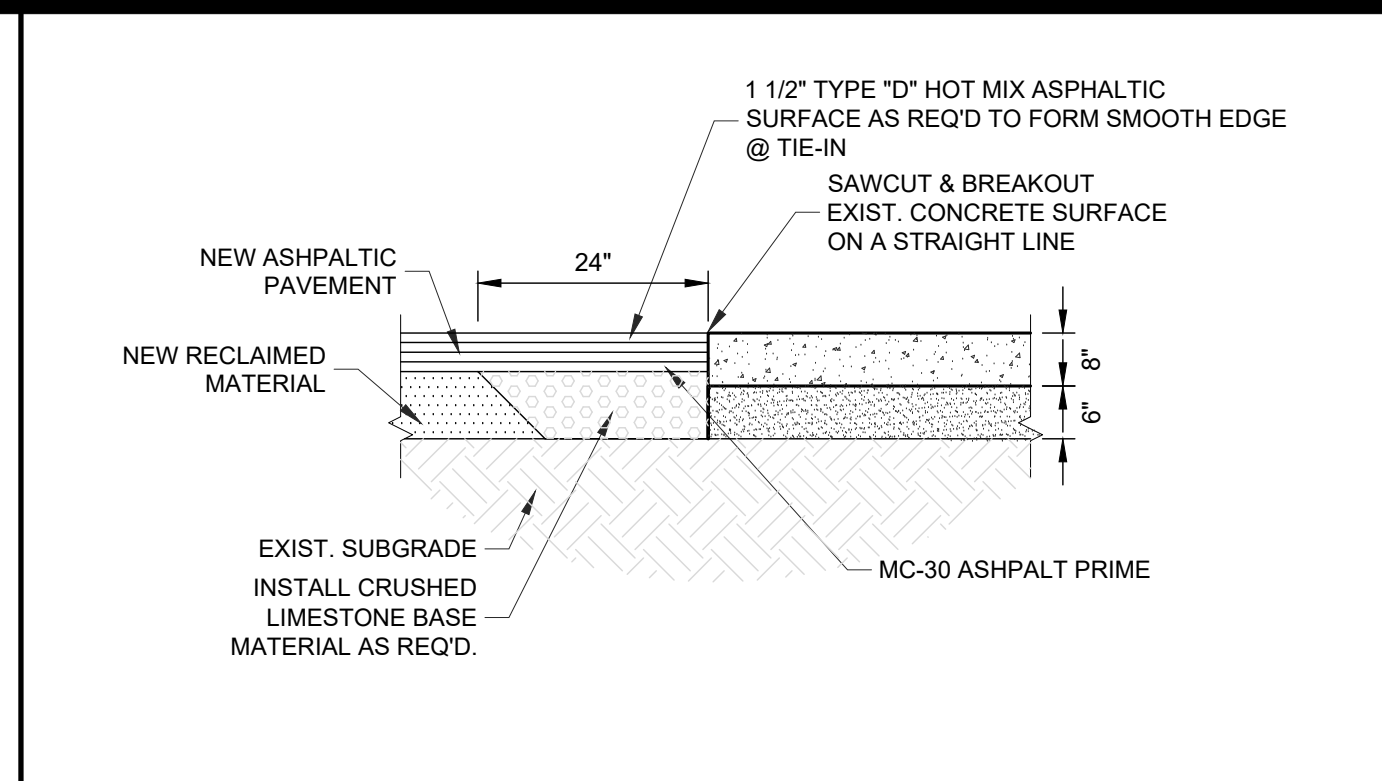
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Grading Plan - Phase I and Phase II

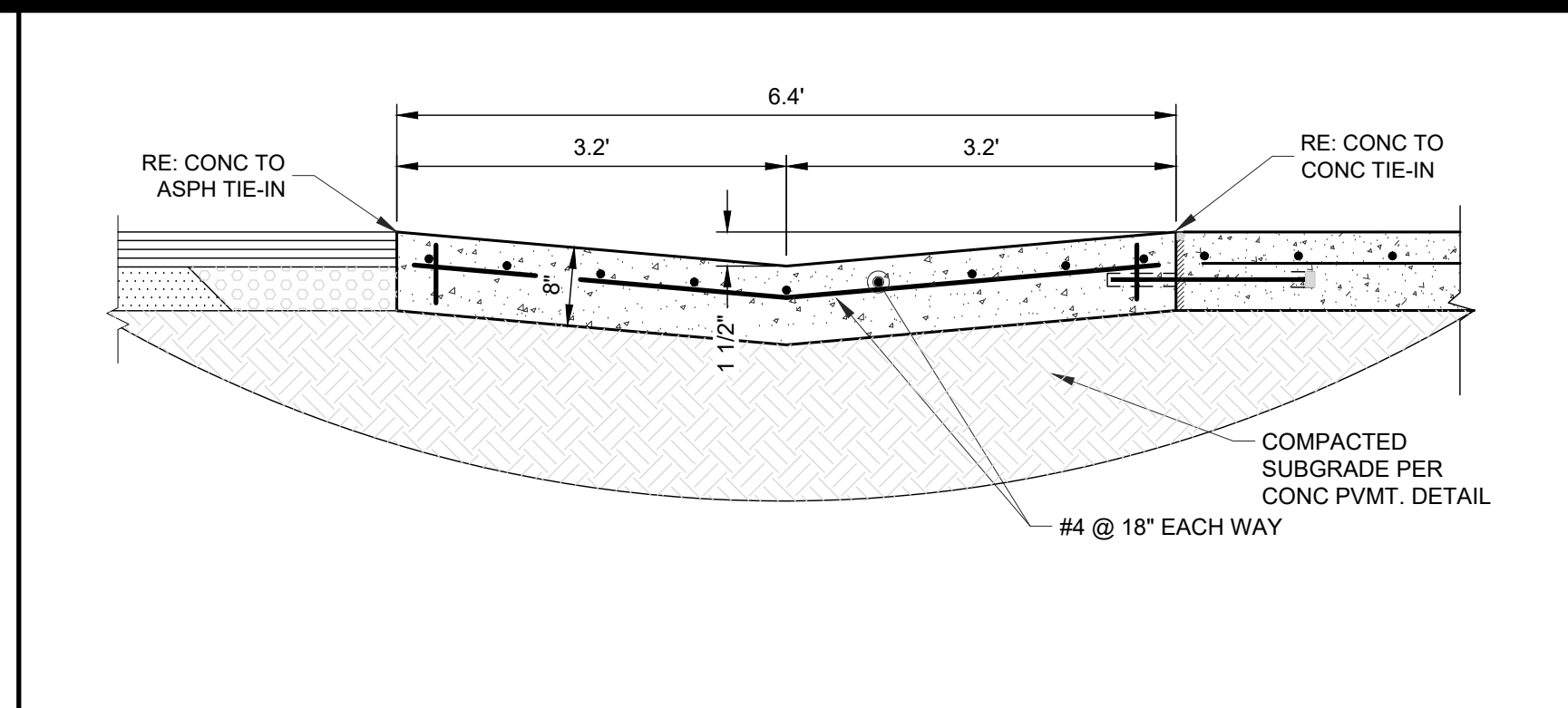
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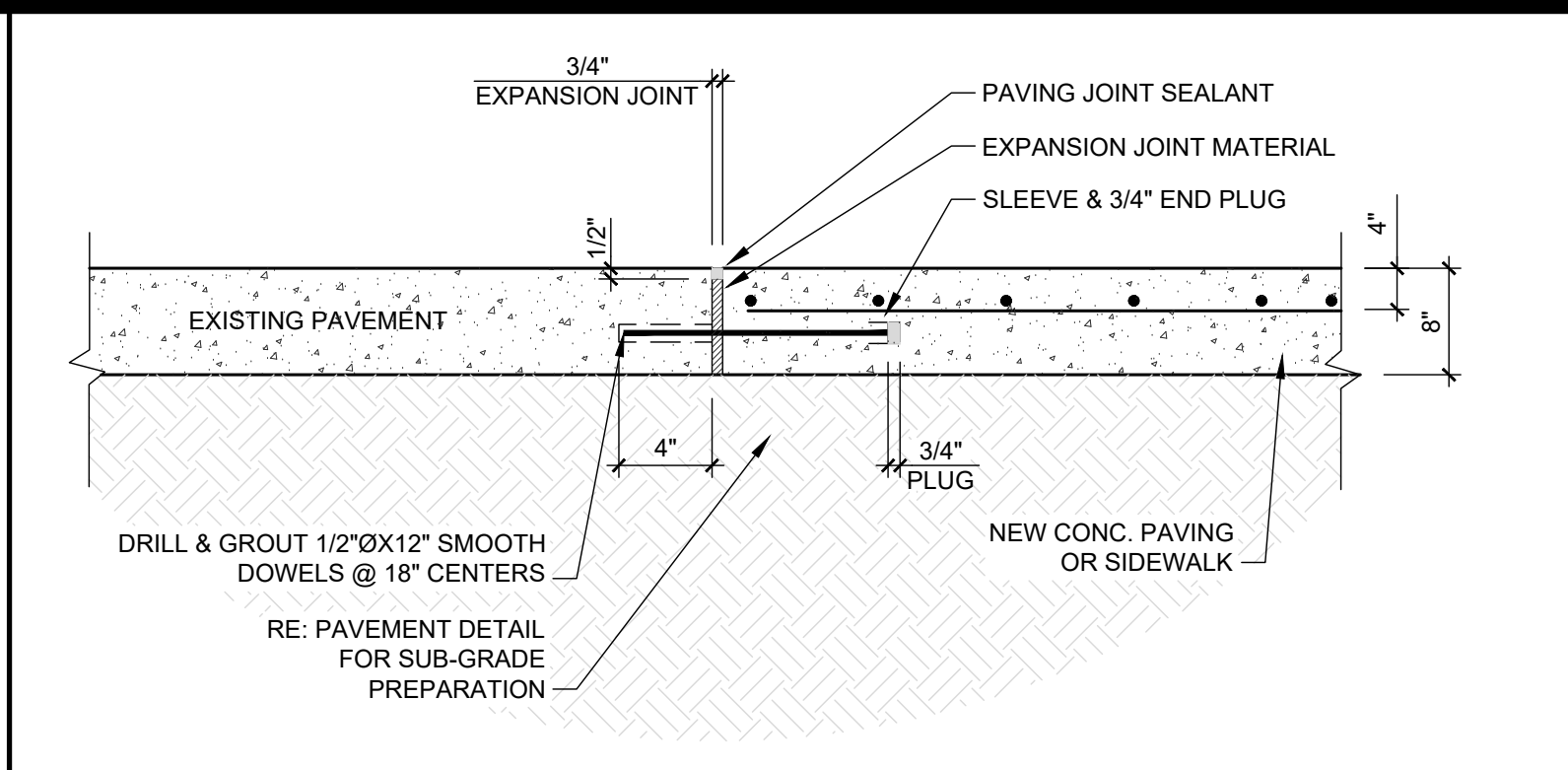
Monolithic Curb N.T.S. 12



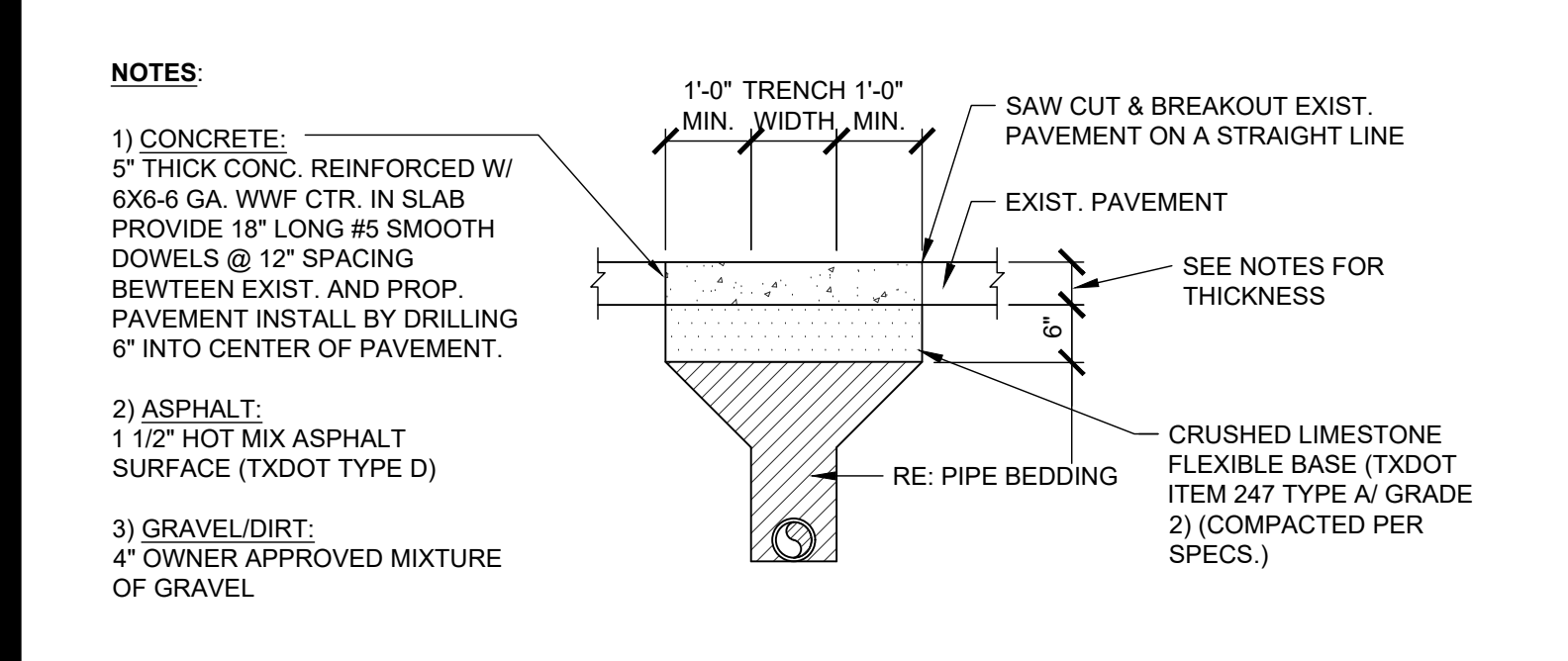
Conc to Asphalt Tie-In N.T.S. 9



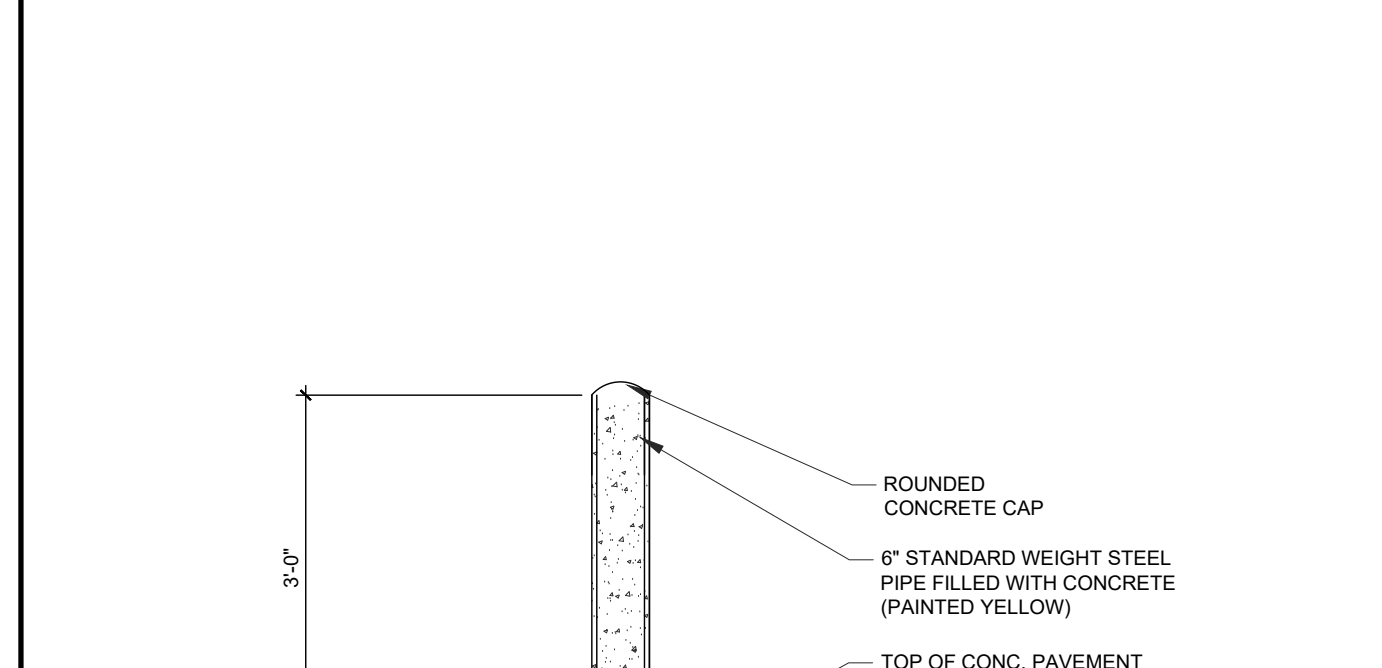
Concrete Flume N.T.S. 6



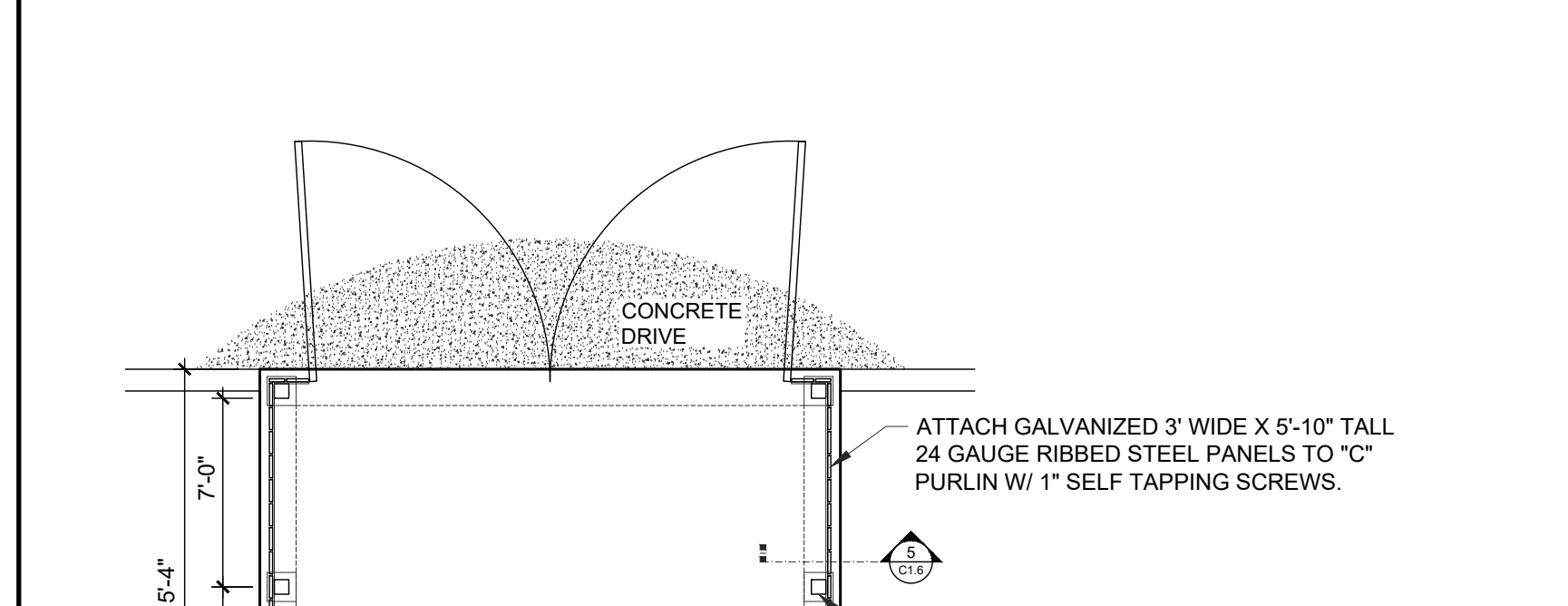
Conc to Conc Tie-In N.T.S. 3



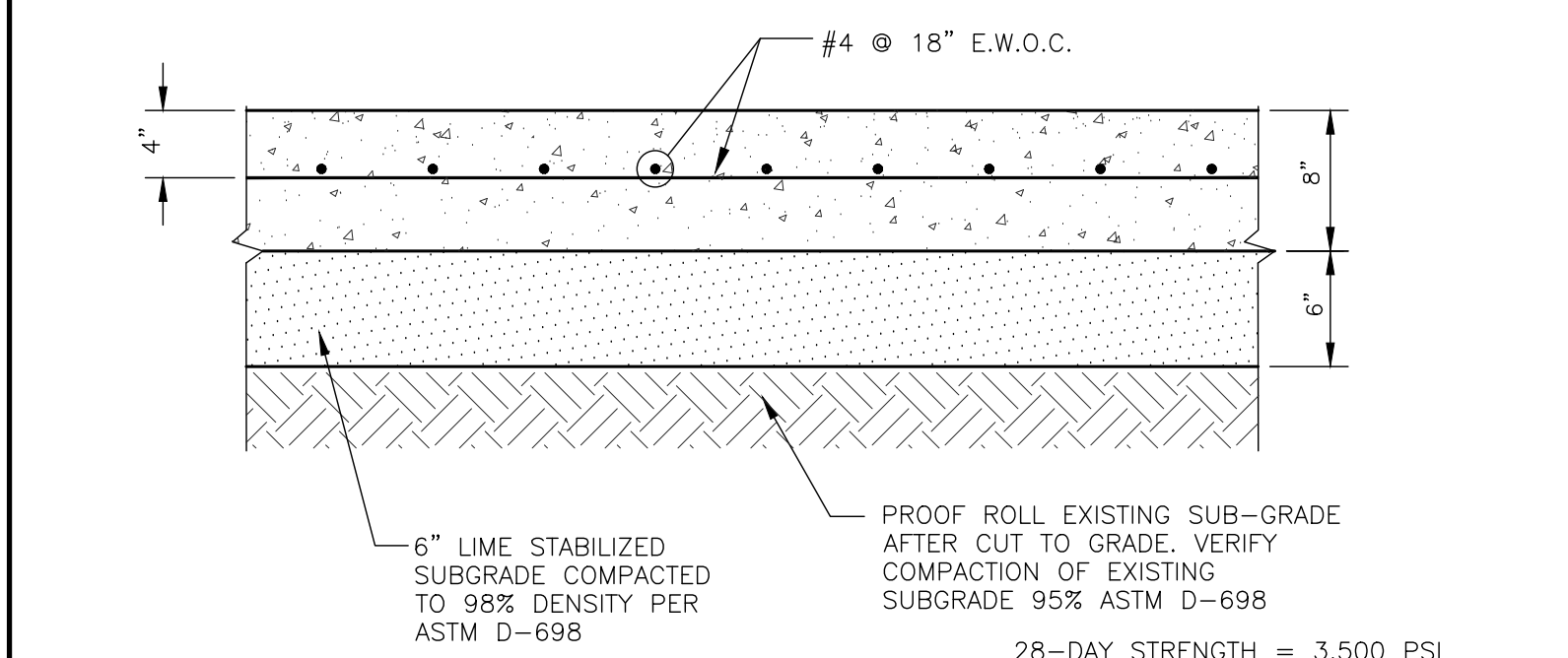
Pavement Repair N.T.S. 11



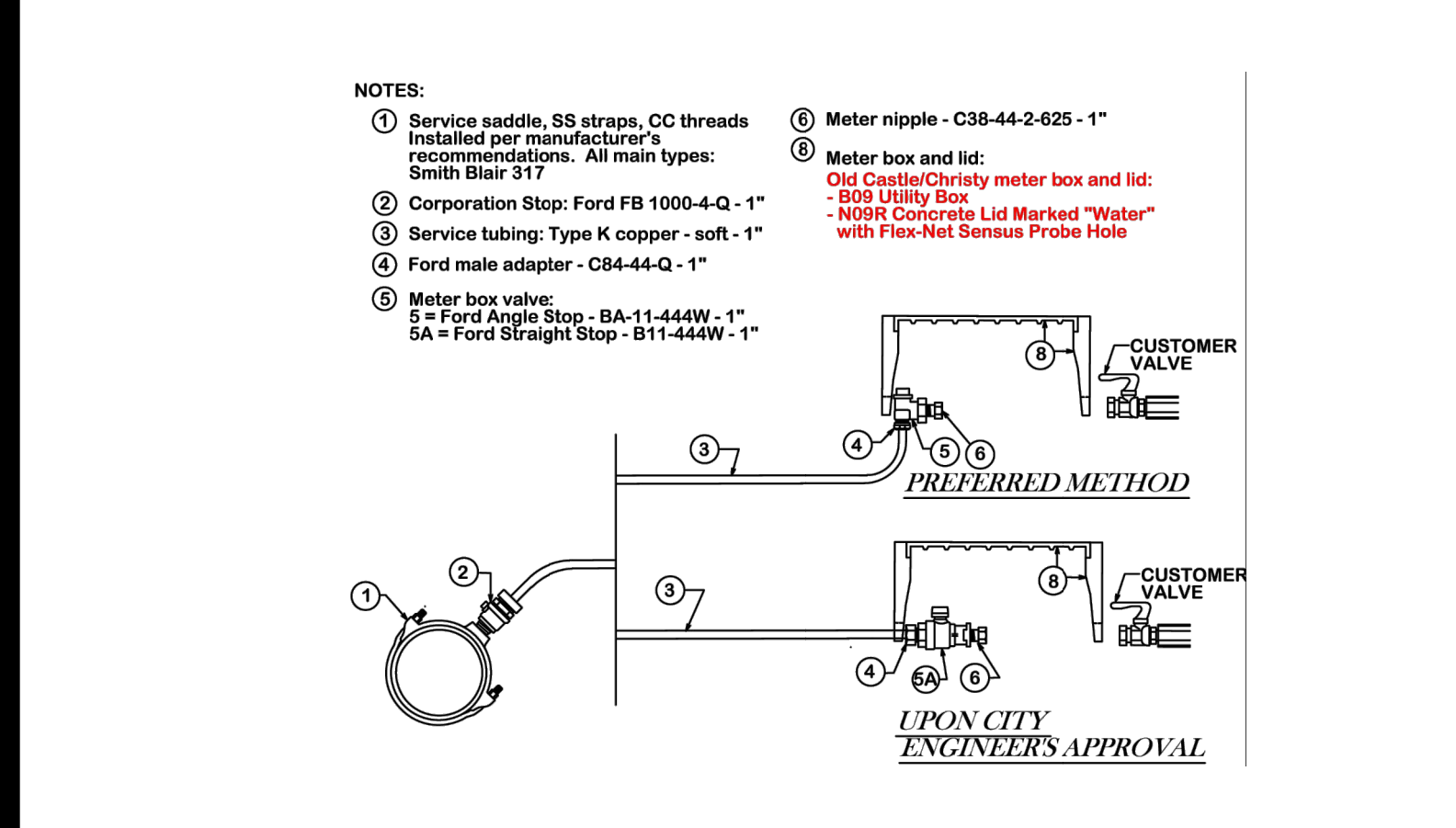
Pipe Bollard N.T.S. 8



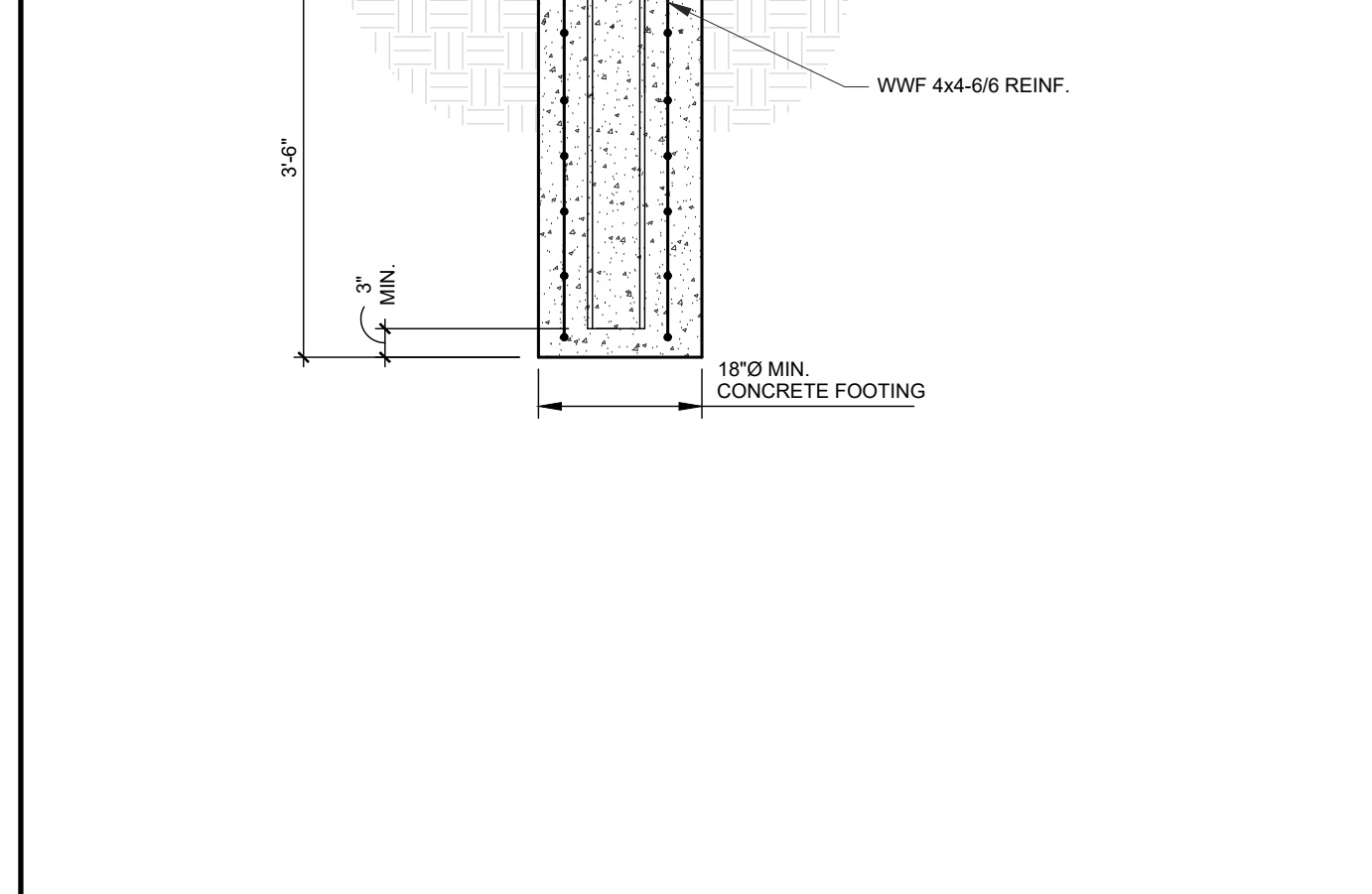
Tank Enclosure Gate and Pad N.T.S. 5



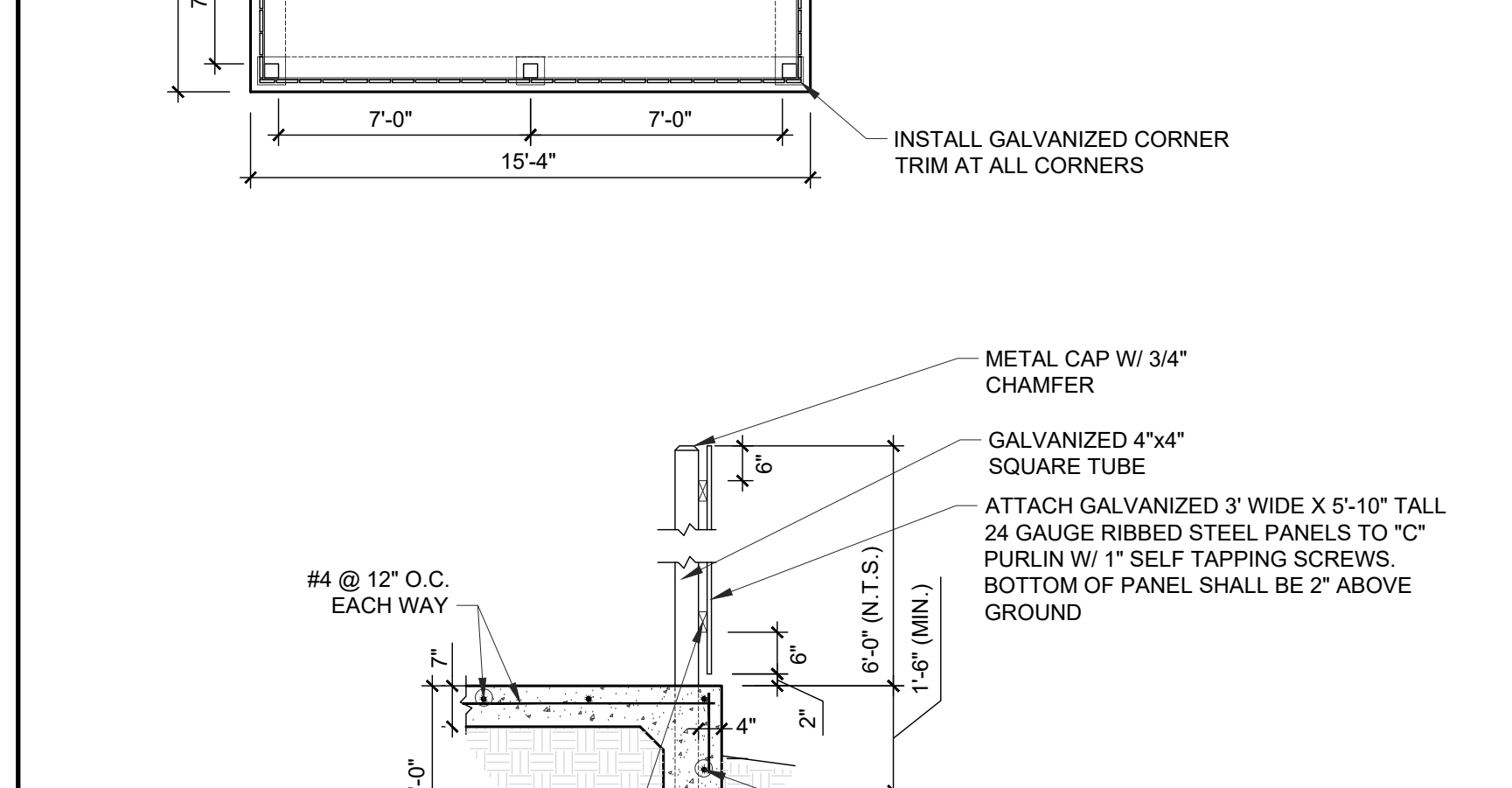
Concrete Paving N.T.S. 2



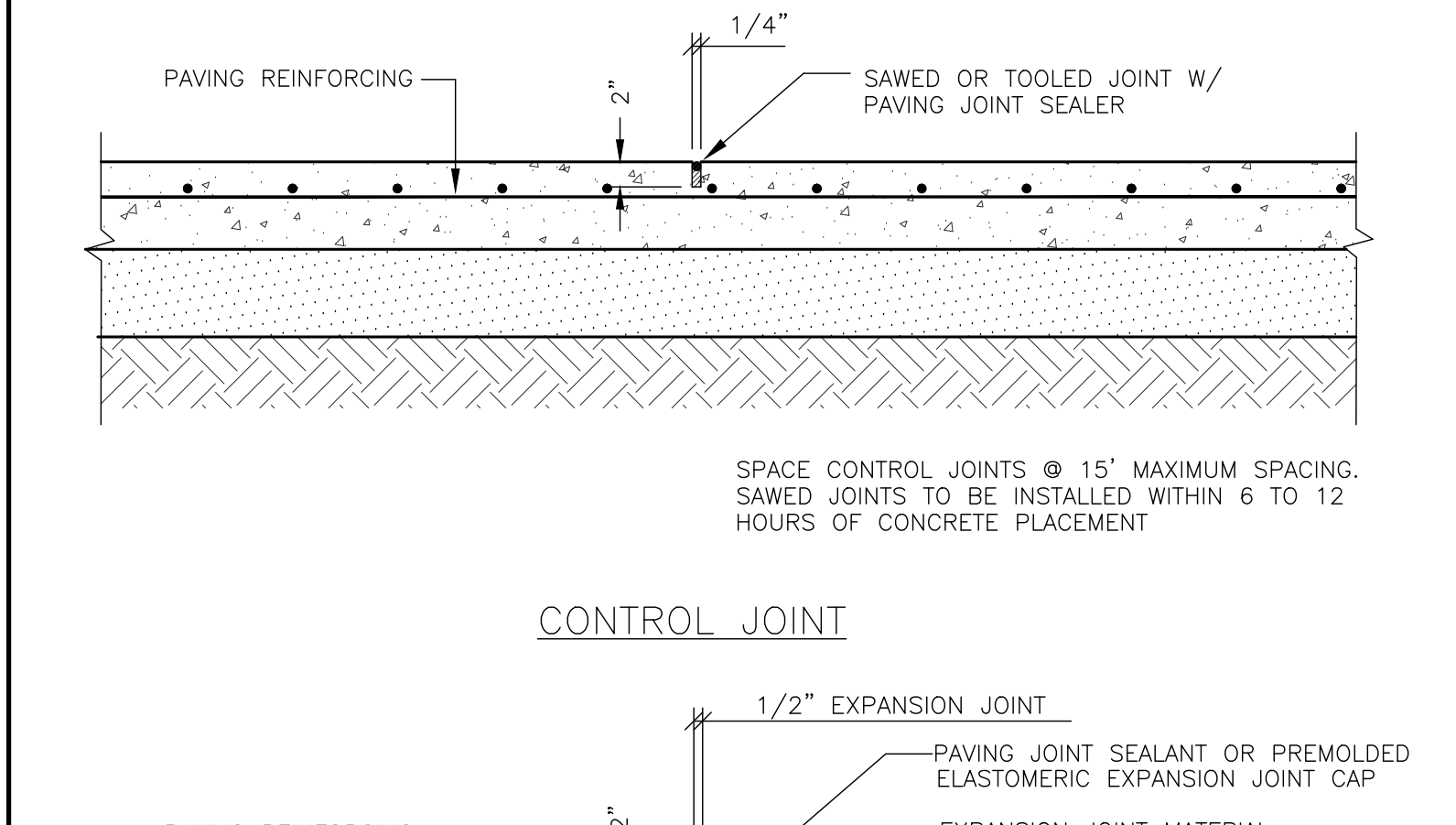
1" Water Service Detail N.T.S. 10



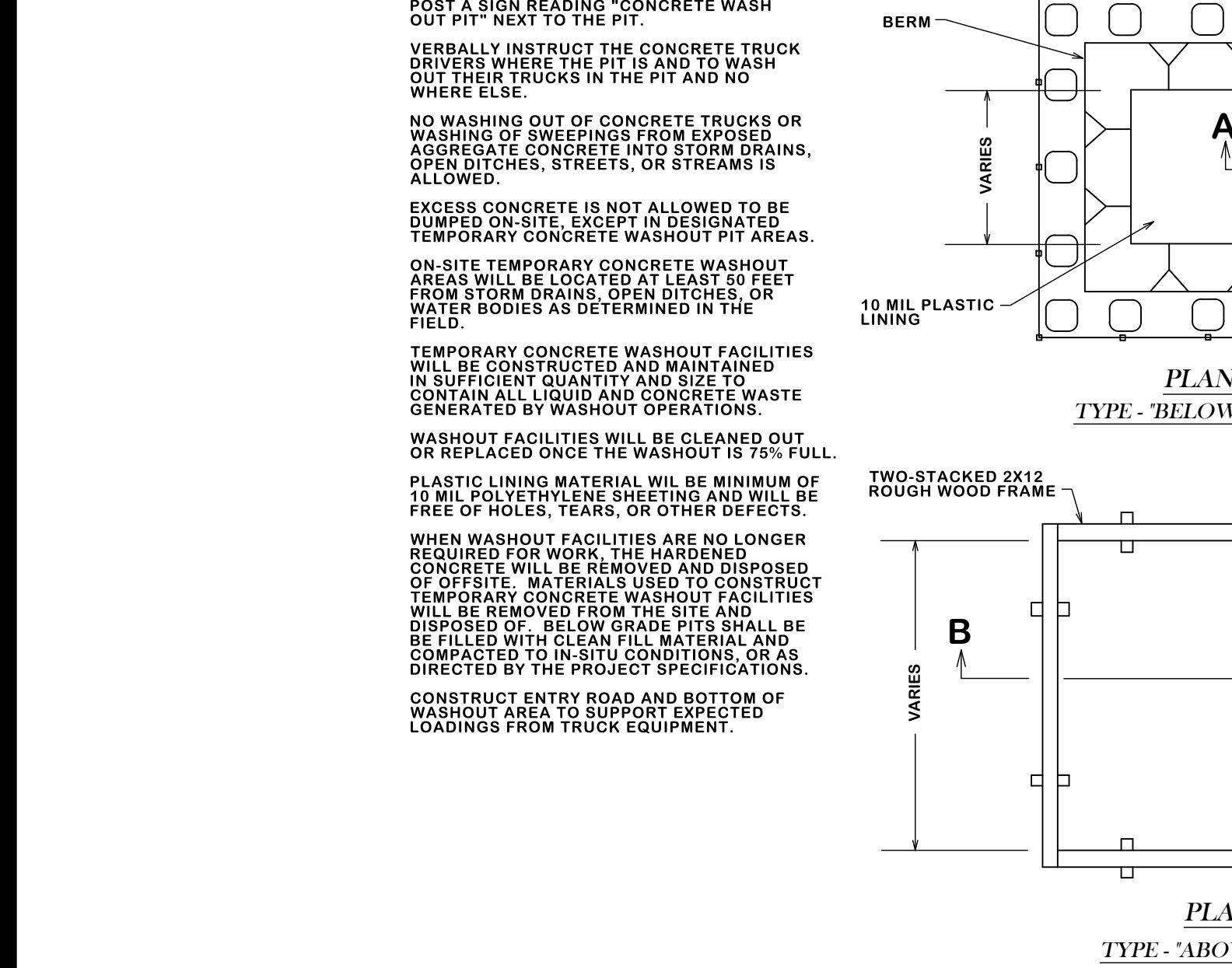
Air/Water Dispenser Rack N.T.S. 4



Silt Fence and Inlet Protection N.T.S. 1



Concrete Washout N.T.S. 7



Fueling Center Reconstruction N.T.S. 1

REVISIONS	DATE	BY	APP'D BY	ISSUED
1		DKE	JIR	###
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T.B.P.E.L.B. FIRM NO. F-413
T.B.A.E. FIRM NO. BR 301
T.B.P.E.L.B. FIRM NO. 10110000

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STATE OF TEXAS
JOHN RUSK
PROFESSIONAL ENGINEER
87884
2024-10-29

Fueling Center Reconstruction
City of Bryan
Bryan, Texas
Civil Details

JOB NUMBER
600230

SHEET NO.
C1.7

INSPECTION OF CONCRETE CONSTRUCTION				
REQUIRED VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD	IBC REFERENCE
1. VERIFY USE OF REQUIRED DESIGN MIX.	--	X	--	--
2. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	--	--	--
3. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	--	--	--
4. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	--	X	--	--

INSPECTION OF CONCRETE CONSTRUCTION 9

INSPECTIONS AND TESTS OF SOILS		
TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY	--	X
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL	--	X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	--	X
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	--
5. PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	--	X

INSPECTIONS AND TESTS OF SOILS 8

INSPECTIONS OF STEEL CONSTRUCTION				
REQUIRED VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD	IBC REFERENCE
1. MATERIAL VERIFICATION OF HIGH STRENGTH BOLTS, NUTS AND WASHERS:				
a. IDENTIFICATION MARKINGS TO CONFORM TO ATSM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS	--	X	--	--
b. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED	--	X	--	--
2. INSPECTION OF HIGH-STRENGTH BOLTING:				
a. SNUG-TIGHT JOINTS	--	X		
b. PRETENSION AND SLIP-CRITICAL JOINTS USING TURN-OF-NUT WITH MATCHMARKING, TWIST-OFF BOLT OR DIRECT TENSION INDICATOR METHODS OF INSTALLATION	--	X	--	--
c. PRETENSION AND SLIP-CRITICAL JOINTS USING TURN-OF-NUT WITH MATCHMARKING OR CALIBRATED WRENCH METHODS OF INSTALLATION	X	--		
3. MATERIAL VERIFICATION OF STRUCTURAL STEEL DECK AND COLD-FORM STEEL DECK:				
a. FOR STRUCTURAL STEEL, IDENTIFICATION MARKINGS TO CONFORM TO AISC 360	--	X	--	--
b. FOR OTHER STEEL, IDENTIFICATION MARKINGS TO CONFORM TO ATSM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.	--	X	--	--
c. MANUFACTURER'S CERTIFIED TEST REPORTS	--	X	--	--
4. MATERIAL VERIFICATION OF WELD FILLER MATERIALS:				
a. IDENTIFICATION MARKINGS TO CONFORM TO AWS SPECIFICATION IN THE APPROVED CONSTRUCTION DOCUMENTS	--	X	--	--
b. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED	--	X	--	--
5. INSPECTION OF WELDING:				
a. STRUCTURAL STEEL AND COLD-FORMED STEEL DECK:				
1) COMPLETE AND PARTIAL JOINT PENETRATION GROOVE WELDS	X	--		
2) MULTIPASS FILLET WELDS	X	--		
3) SINGLE PASS FILLET WELDS > 5/16"	X	--		
4) PLUG AND SLOT WELDS	X	--		
5) SINGLE PASS FILLET WELDS < 5/16"	--	X		
6) FLOOR AND ROOF DECK WELDS	--	X	--	--
b. REINFORCING STEEL:				
1) VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A 706	--	X		
2) SHEAR REINFORCEMENT	X	--	--	--
3) OTHER REINFORCING STEEL	--	X		
6. INSPECTION OF STEEL FRAME JOINT DETAILS FOR COMPLIANCE:				
a. DETAILS SUCH AS BRACING AND STIFFENING	--	X		
b. MEMBER LOCATIONS	--	X	--	--
c. APPLICATION OF JOINT DETAILS AT EACH CONNECTION	--	X		
7. MATERIAL VERIFICATION OF HOT ROLLED STRUCTURAL STEEL MEMBERS:				
a. MILL TEST REPORTS AND CERTIFICATES SHALL CONSTITUTE SUFFICIENT EVIDENCE OF CONFORMITY WITH AISC MATERIAL SPECIFICATIONS NOTED IN THE APPROVED CONSTRUCTION DOCUMENTS		X	--	--
b. IDENTIFICATION HEAT MARKS SHALL BE VERIFIED WITH MILL TEST REPORTS		X		

INSPECTION OF STEEL CONSTRUCTION 7

***SPECIAL INSPECTION**

- ONE OR MORE SPECIAL INSPECTORS, EMPLOYED BY THE CONTRACTOR, ARE REQUIRED TO PROVIDE INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED UNDER SECTION 1705 OF THE IBC AND THE TABLE ON THIS SHEET.
- THE SPECIAL INSPECTOR(S) SHALL BE QUALIFIED PERSON(S) WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.
- SPECIAL INSPECTORS SHALL KEEP RECORDS OF INSPECTIONS AND FURNISH THOSE TO THE BUILDING OFFICIAL AND ENGINEER OF RECORD.
- REPORTS SHALL INDICATE IF WORK INSPECTED WAS DONE IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF THE DISCREPANCIES ARE NOT CORRECTED, THEY SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND ENGINEER OF RECORD.
- A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF ANY DISCREPANCIES NOTED IN THE INSPECTIONS SHALL BE SUBMITTED AT A POINT IN TIME AGREED UPON BY THE PERMIT APPLICANT AND THE BUILDING OFFICIAL PRIOR TO THE START OF WORK.
- SPECIAL INSPECTIONS ARE NOT REQUIRED WHERE THE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVAL SHALL BE BASED UPON REVIEW OF THE FABRICATOR'S WRITTEN PROCEDURAL AND QUALITY CONTROL MANUALS AND PERIODIC AUDITING OF FABRICATION PRACTICES BY AN APPROVED SPECIAL INSPECTION AGENCY. AT COMPLETION OF FABRICATION, THE FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.
- DEFINITION OF "CONTINUOUS" AND "PERIODIC" SPECIAL INSPECTIONS: CONTINUOUS - THE FULL TIME OBSERVATION OF WORK REQUIRING SPECIAL INSPECTION BY AN APPROVED SPECIAL INSPECTOR WHO IS PRESENT IN THE AREA WHERE THE WORK IS BEING PERFORMED. PERIODIC - THE PART TIME OR INTERMITTENT OBSERVATION OF WORK REQUIRING SPECIAL INSPECTION BY AN APPROVED SPECIAL INSPECTOR WHO IS PRESENT IN THE AREA WHERE THE WORK HAS BEEN OR IS BEING PERFORMED AND AT THE COMPLETION OF THE WORK. *THESE SPECIAL INSPECTIONS ARE REQUIRED PER IBC ____ REFERENCE.

DESIGN CRITERIA NOTES 6

- THE STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE PROVISIONS OF THE INTERNATIONAL BUILDING CODE, IBC 2012 EDITION (IBC) AND ITS REFERENCED STANDARDS AS FOLLOWS:
 - ASCE 7-10 (ASCE 7) "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES"
 - ACI 318-11 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
 - ASCE 360-10 SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS"
- REFER TO THE STRUCTURAL DESIGN CRITERIA TABLE FOR GRAVITY LOADS, WIND DESIGN REQUIREMENTS, SEISMIC DESIGN REQUIREMENTS, SNOW DESIGN REQUIREMENTS, AND ALLOWABLE SOIL BEARING PRESSURE.
- ROOF TOP EQUIPMENT DESIGN WEIGHTS ARE SHOWN ON PLAN. CONTRACTOR SHALL CONFIRM ANY EQUIPMENT CHANGE DOES NOT EXCEED THESE WEIGHT LIMITS. IF EQUIPMENT WEIGHT EXCEEDS LIMITS, POSSIBLE STRUCTURAL COMPONENTS MAY REQUIRE REDESIGN. CONTRACTOR MUST INCLUDE ALLOWANCE FOR STRUCTURAL MODIFICATIONS IN VALUE ENGINEERING PROCESS.
- ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN ON PLAN, SECTIONS, AND DETAILS. DO NOT SCALE THE DRAWINGS.
- PRINCIPAL OPENINGS, CURBS, AND SLAB DEPRESSIONS ARE SHOWN ON THE DRAWING. SEE ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR SLEEVES, CURBS, INSERTS, OTHER OPENINGS, AND SLAB DEPRESSIONS NOT SHOWN. THE CONTRACTOR SHALL PROVIDE MISCELLANEOUS STEEL FOR ALL OPENINGS, CURBS, AND SLAB DEPRESSIONS. ANY AREA NOT IDENTIFIED SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR APPROVAL PRIOR TO FABRICATION OR INSTALLATION OF STRUCTURAL MEMBERS.
- THE CONTRACTOR SHALL ENSURE THAT CONSTRUCTION LOADS DO NOT EXCEED THE DESIGN LIVE LOADS INDICATED ON THE STRUCTURAL DRAWINGS AND THAT THESE LOADS ARE NOT PUT ON THE STRUCTURAL MEMBERS PRIOR TO THE TIME THAT THE CONCRETE REACHES THE FULL DESIGN STRENGTH AND ALL FRAMING MEMBERS AND THEIR CONNECTIONS ARE IN PLACE.
- SUBSTITUTIONS ARE CONSIDERED TO BE CHANGE ORDERS AND MUST BE APPROVED PRIOR TO FABRICATION OR USE.

DESIGN CRITERIA NOTES 5

- FOOTINGS SHALL BEAR INTO APPROVED BEARING STRATUM AS APPROVED BY GEOTECHNICAL ENGINEER.
- PREPARE BUILDING PADS IN ACCORDANCE WITH GEOTECHNICAL INVESTIGATION REPORT BY DUDLEY PROJECT NO. 23-00432, DATED 11/22/2023, PROVIDED BY OWNER (INCLUDED IN PROJECT MANUAL) & PER DETAIL 5/S2.11.
- DRILLED PIERS ARE DESIGNED FOR THE ALLOWABLE NET SOIL BEARING PRESSURE OF 4500 PSF.
- ENSURE THAT NO DRAINAGE ON OR OFF THE SITE IS BLOCKED BY PROPOSED CONSTRUCTION. FINISHED GRADES ARE TO BE SLOPED TO PROVIDE PROPER DRAINAGE.
- PROTECT EXCAVATIONS FROM FLOODING DUE TO GROUNDWATER INFILTRATION AND RUNOFF.

BUILDING PAD NOTES 4

- CONFORM TO ALL APPLICABLE BUILDING CODES.
- STRUCTURAL STEEL DESIGN, FABRICATION, AND ERECTION TO BE IN ACCORDANCE WITH THE FOLLOWING: AISC MANUAL OF STEEL CONSTRUCTION AWS D1.0 CODE OF WELDING IN BUILDING CONSTRUCTION
- PROVIDE ALL TEMPORARY SHORING AND BRACING AS NEEDED FOR STABILITY UNTIL STRUCTURE IS COMPLETE. ALL TEMPORARY SHORING/BRACING IS TO BE DESIGNED BY THE CONTRACTOR.
- STRUCTURAL FRAMING TO BE SHOP PRIMED AND TOUCHED UP IN FIELD AFTER ERECTION UNLESS OTHER FINISH HAS BEEN SPECIFIED.
- STRUCTURAL STEEL FRAMING MATERIALS TO MEET REQUIREMENTS OF THE FOLLOWING MINIMUM STANDARDS:
 - ASTM A992 STRUCTURAL STEEL W SHAPES
 - ASTM A36 OR A992 - STRUCTURAL STEEL C SHAPES
 - ASTM A36 OR A572, GR. 50 - STRUCTURAL STEEL L SHAPES
 - ASTM A36 - ALL OTHER SECONDARY FRAMING MEMBERS
 - ASTM A500 GR. B OR GR. C - HSS SHAPES
 - ASTM A653 GR. 50 CLASS 1 - ZEE & CEE ROOF PURLINS
 - ASTM A325N HIGH STRENGTH BOLTS - ALL FRAMING
- CONNECTIONS NOT SPECIFICALLY DETAILED IN THE STRUCTURAL DRAWINGS ARE TO BE DESIGNED BY THE STEEL FABRICATOR. CONNECTIONS SHALL DEVELOP HALF OF THE MAXIMUM CAPACITY POSSIBLE FOR THE GIVEN BEAM PER TABLE 3-6 OF AISC STEEL CONSTRUCTION MANUAL, IBC 2012 EDITION (U.N.O.). DESIGN CONNECTIONS IN ACCORDANCE WITH OF AISC STEEL CONSTRUCTION MANUAL, IBC 2012 EDITION. THE MINIMUM BOLTED CONNECTION IS TWO 1/2" DIAMETER BOLTS.
- ALL HIGH-TENSION BOLTS SHALL BE PRETENSIONED TO THE FORCE PROVIDED IN THE AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH STRENGTH BOLTS"
- GALVANIZING OF STEEL MEMBERS SHALL CONFORM TO ASTM A-123. ALL EXTERIOR STEEL MEMBERS ARE TO BE GALVANIZED WITH A MINIMUM COATING OF G90 U.N.O.
- AREAS INDICATED AS "ARCHITECTURALLY EXPOSED STEEL" SHALL MEET THE REQUIREMENTS FOR SURFACE PREPARATION, WELD CLEANING, AND MORE SPECIFIED IN SECTION 10 OF AISC 303 "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES".
- ELECTRODES FOR FIELD AND SHOP WELDS OF STRUCTURAL STEEL SHALL BE E70XX, U.N.O.
- WHERE WELD SIZE IS NOT SHOWN ON DRAWINGS, WELD SIZE IS TO BE THE MINIMUM SIZE CONTINUOUS FILLET WELD.
- UNLESS NOTED OTHERWISE ON THE DRAWINGS, ALL GROOVE WELDS SHALL BE FULL PENETRATION.
- COMPOSITE DECKING OR METAL DECKING SHALL BE GALVANIZED WITH A MINIMUM COATING OF G90. DECKING IS TO BE PLACED IN CONTINUOUS SPANS OF THREE OR MORE SPANS WHEREVER POSSIBLE. IN NO CASE SHALL UNSHORED DECKING EXCEED THE MANUFACTURER'S PUBLISHED RECOMMENDATIONS OR A DEFLECTION CRITERIA OF SPAN DIVIDED BY 240.

STRUCTURAL STEEL NOTES 3

THE FOLLOWING ITEMS ARE PORTIONS OF THE PROJECT THAT WILL NOT BE SUBMITTED AT THE TIME OF DRAWING CERTIFICATION AND/OR PERMIT APPLICATION. DESIGN AND PREPARATION OF SHOP DRAWING SUBMITTALS WILL BE PREPARED BY A SPECIALTY CONTRACTOR DURING THE CONSTRUCTION PHASE OF THE PROJECT.

- STRUCTURAL STEEL CONNECTIONS

SHOP DRAWING SUBMITTALS SHALL CONSIST OF FABRICATION AND ERECTION DRAWINGS (AS APPLICABLE) AND ACCOMPANYING CALCULATIONS. SUBMITTALS SHALL BE PREPARED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND SUBMITTED TO THE ENGINEER OF RECORD AND OWNER'S REPRESENTATIVE FOR REVIEW.

DELEGATED DESIGN NOTES 2

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" AND CONCRETE REINFORCING STEEL INSTITUTE (CRSI) MANUAL OF STANDARD PRACTICE.
- MILD STEEL REINFORCING BARS SHALL CONFORM TO ASTM A-615. NO.3 AND LARGER BARS SHALL BE GRADE 60.
- WELDED STEEL WIRE REINFORCEMENT SHALL CONFORM TO ASTM A-185. ALL WELDED STEEL WIRE FABRIC SHALL BE SUPPLIED IN FLAT SHEETS, NOT IN ROLLS.
- MILD STEEL REINFORCEMENT AND ACCESSORIES SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI SP-66.
- CONCRETE SHALL BE NORMAL WEIGHT WITH AN APPROXIMATE DENSITY OF 150 PCF, U.N.O.
- PORTLAND CEMENT SHALL BE A SINGLE BRAND CONFORMING TO ASTM C-150, TYPE 1, TYPE 2, OR COMBINATION OF 1 AND 2, UNLESS OTHERWISE APPROVED.
- NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C-33. THE MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE.
- ADDITIVES FOR AIR ENTRAINMENT, WATER REDUCTION, AND SET CONTROL SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS, AND APPROVED BY ENGINEER.
- MIXES SHALL BE DESIGNED TO PROVIDE CONCRETE WITH 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
- MILD STEEL REINFORCEMENT SHALL BE PLACED AND SECURED IN ACCORDANCE WITH CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS".
- CONCRETE PROTECTION FOR REINFORCEMENT SHALL BE AS FOLLOWS OR AS REQUIRED BY ACI:
 - GRADE BEAMS = 1 1/2" TOP & SIDES, 3" BOTTOM
 - SLABS ON GRADE = 1 1/2" TOP
 - FOOTINGS = 2" TOP & SIDES, 3" BOTTOM
 - PAVING = 1 1/2" TOP, 3" BOTTOM
- REINFORCING BARS MAY BE SPLICED ONLY WHERE SHOWN ON THE DRAWINGS EXCEPT THAT REINFORCING DESIGNATED AS "CONTINUOUS". "CONTINUOUS" REINFORCING BARS NO. 6 AND SMALLER SHALL BE CONTACT LAP SPLICED BY BAR DIAMETERS AND NO. 7 AND LARGER SHALL BE CONTACT LAP SPLICED 71 BAR DIAMETERS, UNLESS NOTED OTHERWISE. LAP SPLICES OF CONTINUOUS REINFORCING SHALL BE MADE OVER SUPPORTS FOR BOTTOM / INTERMEDIATE BARS AND AT MIDSPAN FOR TOP REINFORCING. WELDED WIRE FABRIC SHALL BE SPLICED BY LAPPING TWO FULL MESH AND LACING THE SPLICES WITH WIRE. ALL SPLICES SHALL BE STAGGERED.
- WELDING OF MILD STEEL REINFORCING SHALL CONFORM TO THE AMERICAN WELDING SOCIETY "STRUCTURAL WELDING CODE-REINFORCING STEEL", AWS D-1.4. ANY REINFORCING INDICATED TO BE WELDED SHALL MEET ASTM A706.
- EACH AREA OF CONCRETE WORK SHALL BE FINISHED AND CURED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. UNLESS NOTED, PROVIDE THE FOLLOWING CONCRETE FINISHES:
 - BUILDING INTERIOR FLOORS - STEEL TROWEL FINISH
 - PORCHES/LANDINGS - STEEL TROWEL FINISH WITH LIGHT BROOM SIDEWALKS - MEDIUM BROOM FINISH
 - RAMP - HEAVY BROOM FINISH
- PROVIDE MINIMUM EXTERIOR FORM OF 20" BELOW FINISHED FLOOR AND A MINIMUM OF 12" BELOW FINISHED GRADE, WHICHEVER IS GREATER. PROVIDE REQUIRED EXTERIOR FOUNDATION FORMS IN AREAS WHERE FOUNDATION IS EXPOSED AFTER FINAL GRADES ARE ATTAINED, REFER TO GRADING PLAN FOR FINAL GRADES AROUND BUILDING.
- REINFORCING STEEL WILL NOT BE ACCEPTED WITHOUT APPROPRIATE CHAIRING (MUST BE SUBMITTED FOR APPROVAL TO ENGINEER PRIOR TO INSTALLATION), BRICK CHAIRS ARE NOT ACCEPTABLE.
- WHERE APPLIED, VINYL WATERSTOPS SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS.

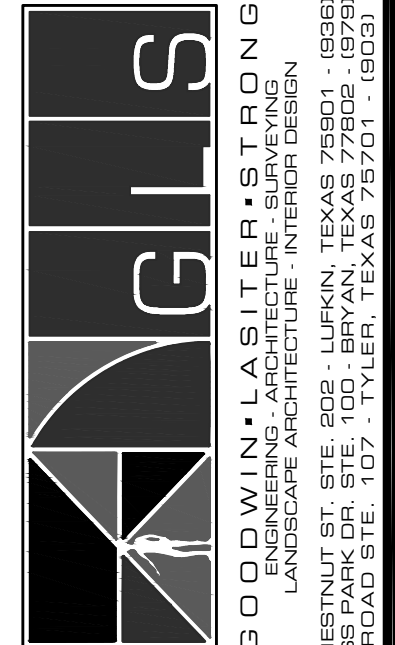
CONCRETE NOTES 1

STRUCTURAL DESIGN NOTES	
ROOF LIVE LOADS	
ROOF LIVE LOAD (L _r)	20 PSF (REDUCIBLE)
SNOW LOADS	
GROUND LOADING (P _g)	5 PSF
WIND DESIGN CRITERIA	
RISK CATEGORY	II
ULTIMATE WIND SPEED (V _{ult})	115 MPH
NOMINAL WIND SPEED (V _{ASD})	89 MPH
EXPOSURE CATEGORY	C
INTERNAL PRESSURE COEFFICIENT	0.00
SEISMIC DESIGN CRITERIA	
RISK CATEGORY	II
IMPORTANCE FACTOR (I _a)	1.0
SOIL SITE CLASS	D
MAPPED SPECTRAL ACCELERATION FOR SHORT PERIODS (S _s)	0.074
MAPPED SPECTRAL ACCELERATION FOR A 1-SECOND PERIOD (S ₁)	0.041
DESIGN SPECTRAL ACCELERATION FOR SHORT PERIODS (S _{ds})	0.079
DESIGN SPECTRAL ACCELERATION FOR A 1-SECOND PERIOD (S _{d1})	0.065
SEISMIC DESIGN CATEGORY	A
BASE SHEAR (V)	750 LBS.
SEISMIC RESPONSE COEFFICIENT (C _s)	.026
RESPONSE MODIFICATION COEFFICIENT (R)	3
ANALYSIS PROCEDURE	EQUVALENT LATERAL FORCE PROCEDURE
BASIC SEISMIC - FORCE - RESISTING SYSTEM (SFRS)	STEEL SYSTEMS NOT SPECIFICALLY DETAILED FOR SEISMIC RESISTANCE, EXCLUDING CANTILEVER COLUMN SYSTEMS
GEOTECHNICAL DESIGN CRITERIA	
ALLOWABLE SOIL BEARING PRESSURE FOR SPREAD FOOTINGS	4500 PSF

STRUCTURAL DESIGN NOTES 10

DATE	REVISIONS

DRAWN BY: LE
 APP'D BY: ZP
 ISSUED: 12/14/23
 TBPLS FIRM REGISTRATION: #413
 TBPLS FIRM REGISTRATION: #0110900
 TBPLS FIRM REGISTRATION: #0110901

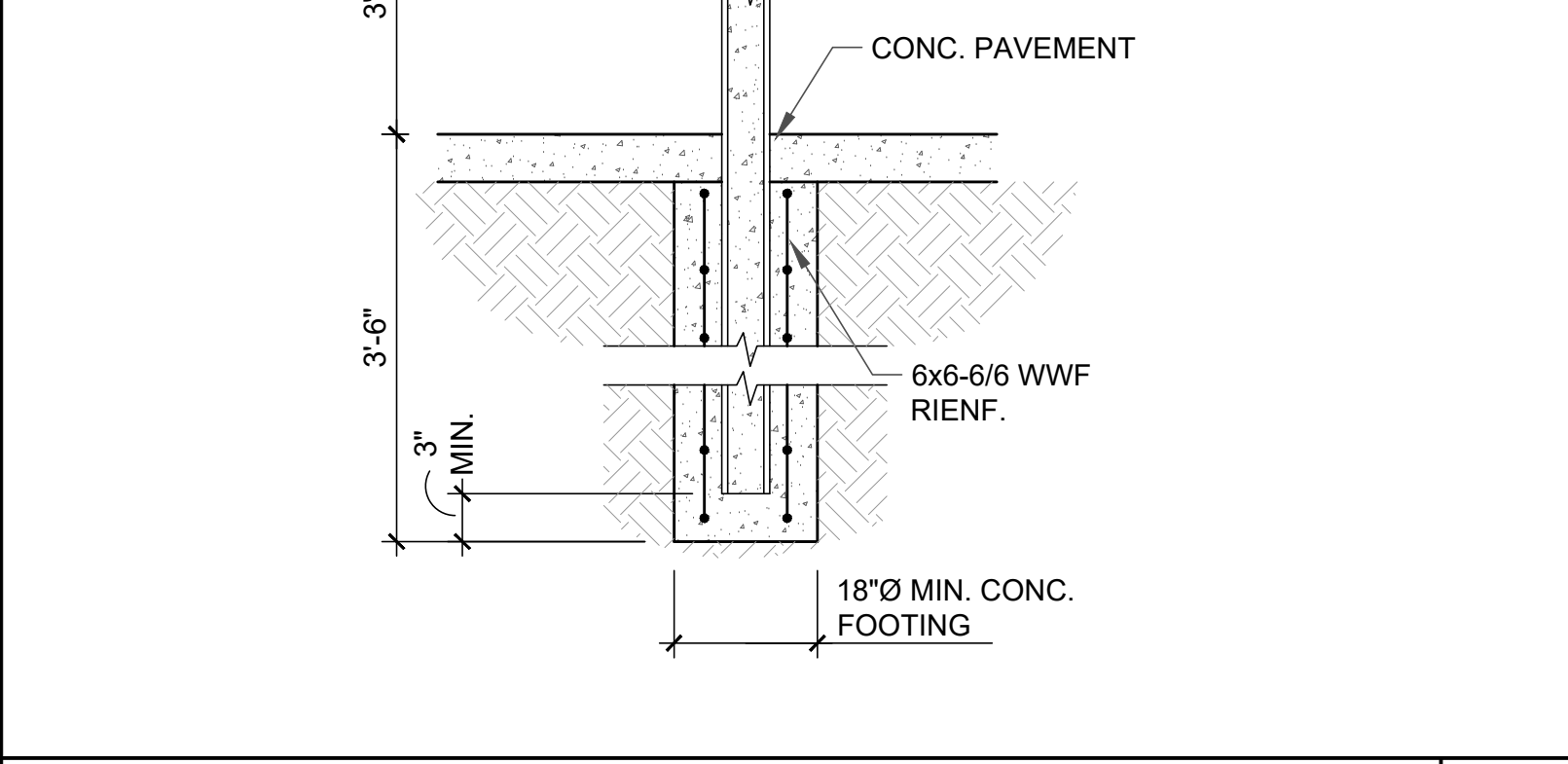
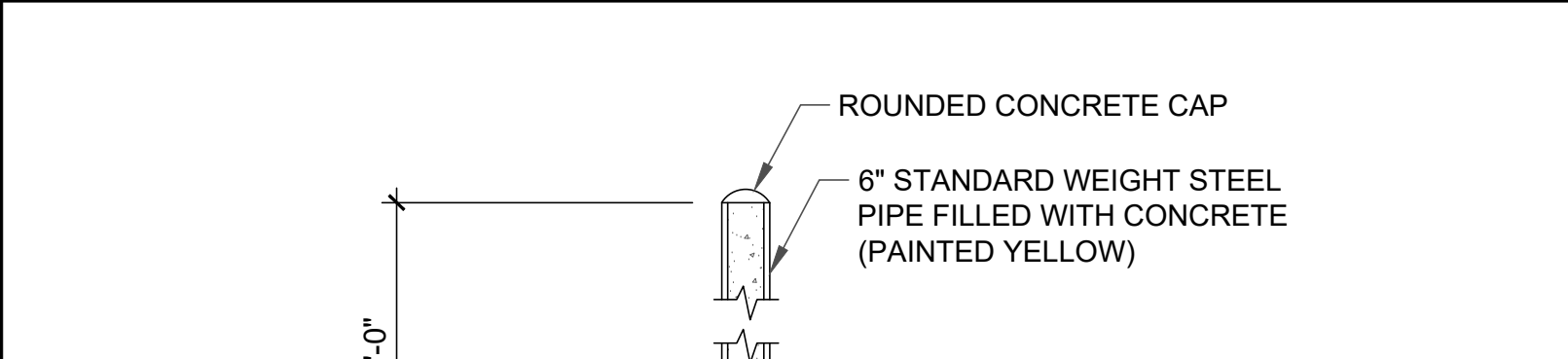
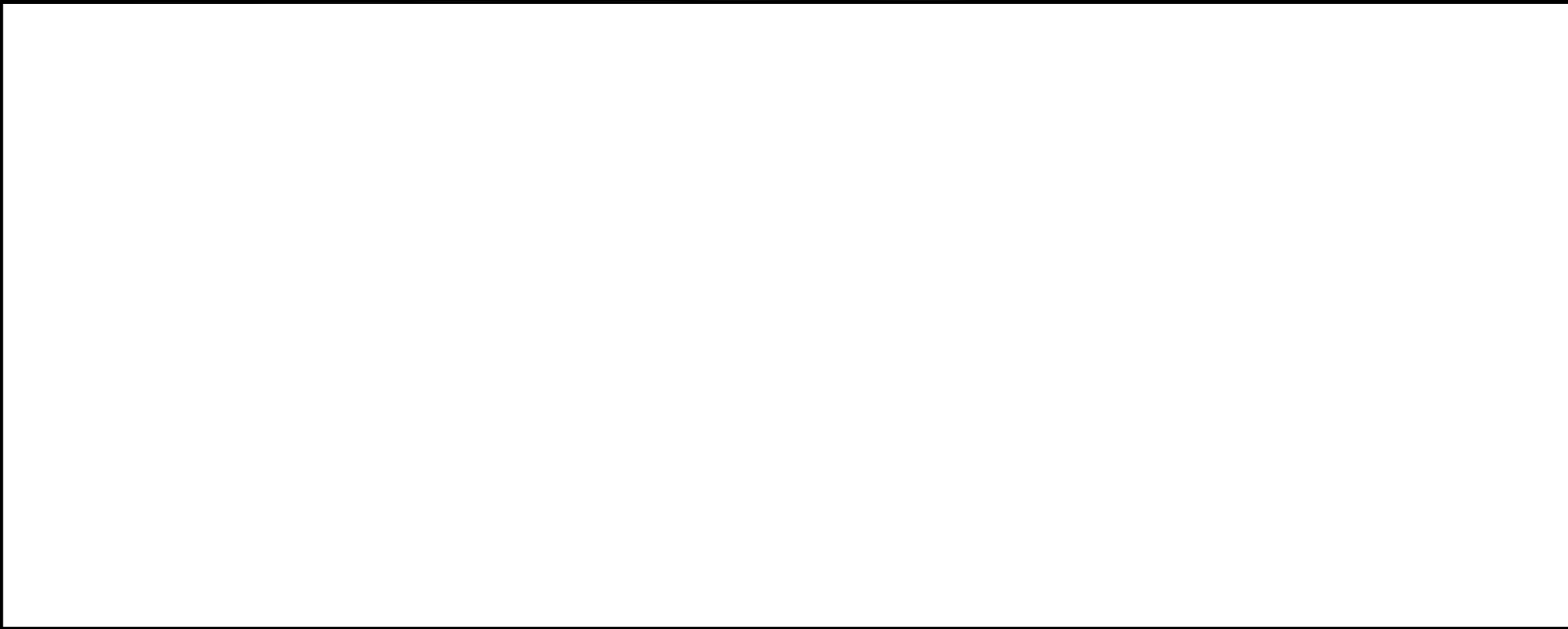


Fueling Center Reconstruction
 City of Bryan
 Bryan, Texas
Structural Notes

CONTRACT NO. 600230

SHEET NO.

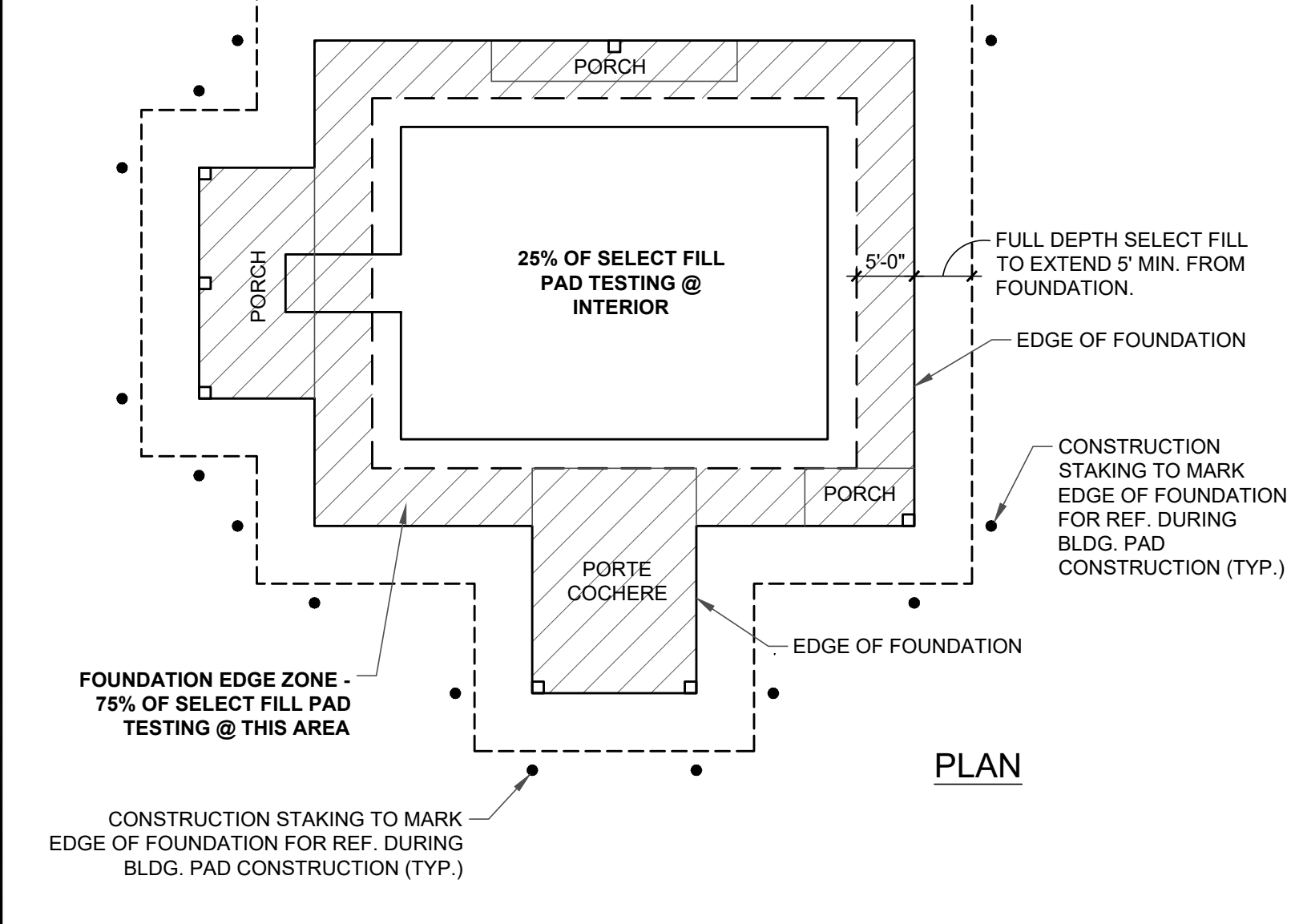
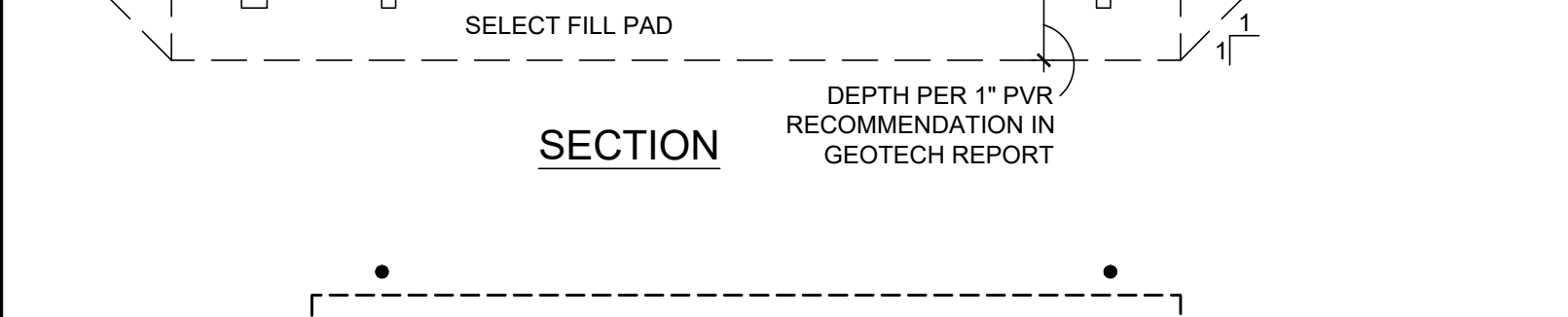
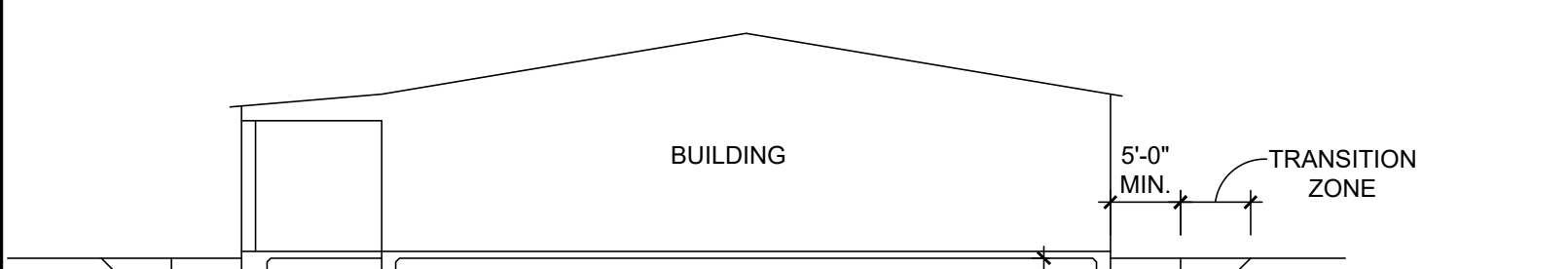
S2.0



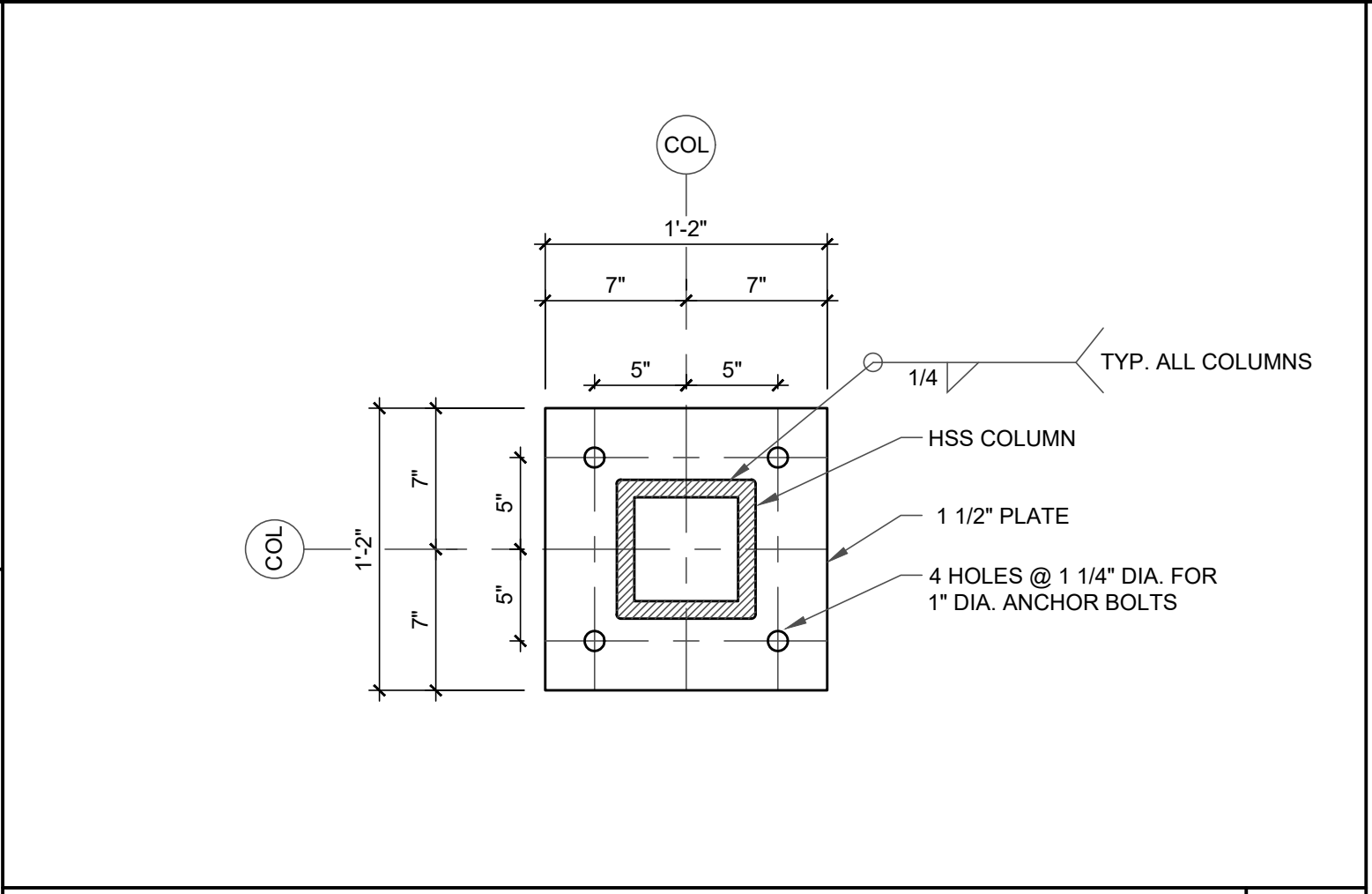
ANCHOR BOLT	
DIAMETER (d)	EMBEDMENT (L)
1/2"	9"
5/8"	12"
3/4"	16"
7/8"	18"
1"	22"
1 1/8"	24"
1 1/4"	26"
1 3/8"	27"
1 1/2"	29"

(LP) = GRIP + 7/8" + 2d

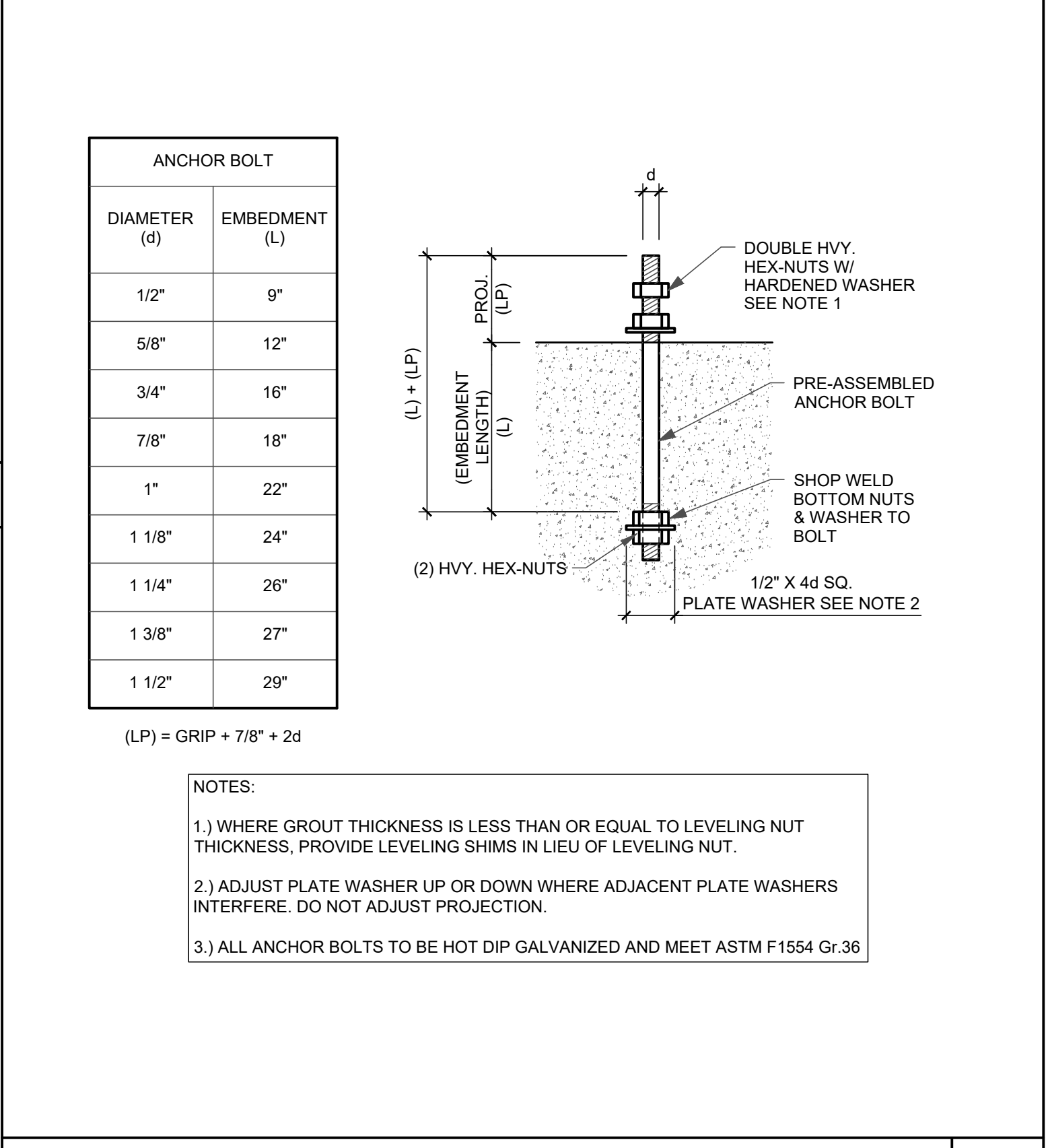
- NOTES:
- 1) WHERE GROUT THICKNESS IS LESS THAN OR EQUAL TO LEVELING NUT THICKNESS, PROVIDE LEVELING SHIMS IN LIEU OF LEVELING NUT.
 - 2) ADJUST PLATE WASHER UP OR DOWN WHERE ADJACENT PLATE WASHERS INTERFERE. DO NOT ADJUST PROJECTION.
 - 3) ALL ANCHOR BOLTS TO BE HOT DIP GALVANIZED AND MEET ASTM F1554 Gr.36



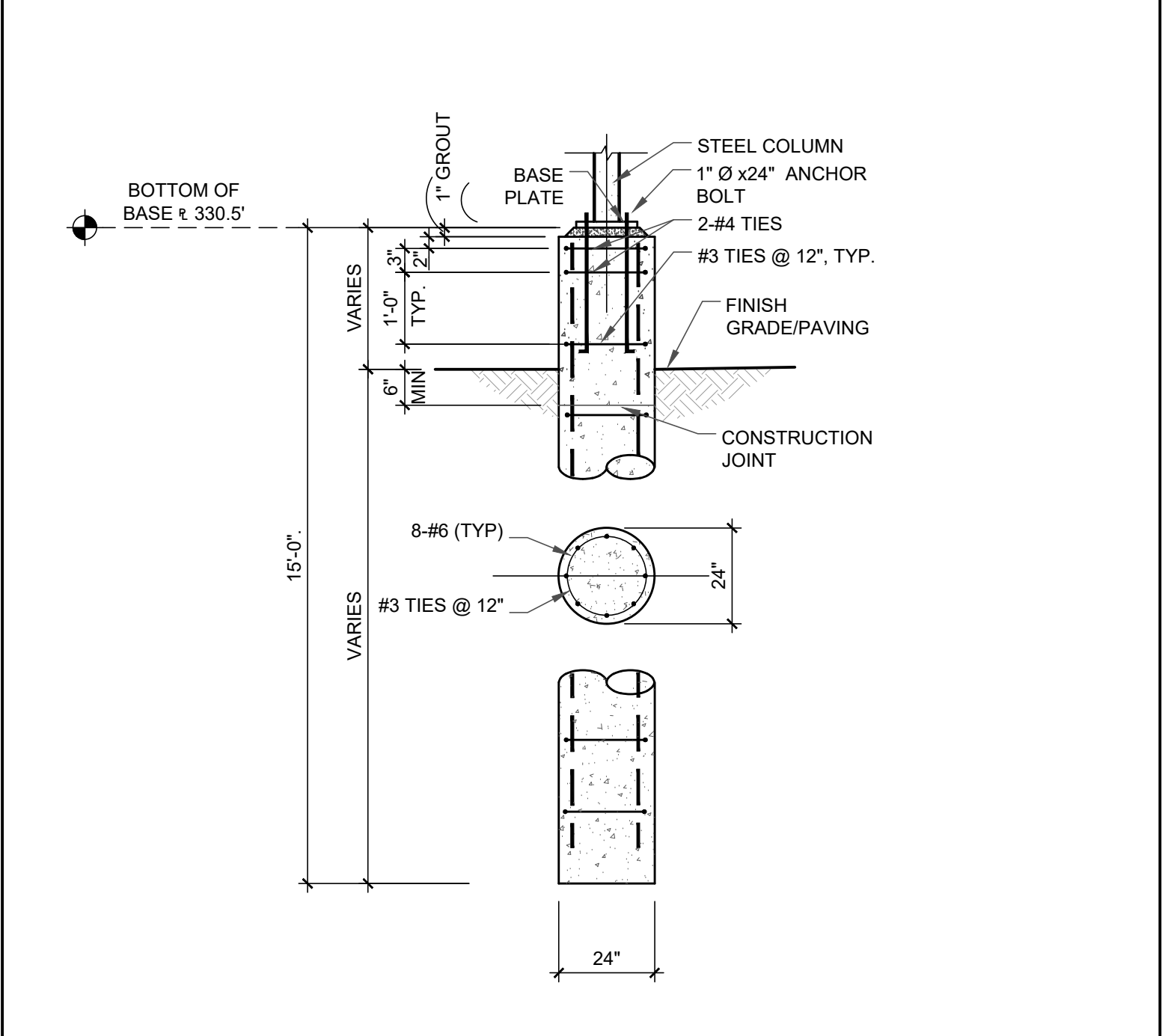
TYPICAL BUILDING PAD 5



COLUMN FOOTING DETAIL 1/2"=1'-0" 2



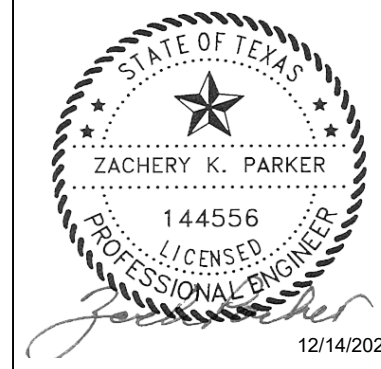
OVERALL FOUNDATION PLAN 1/4"=1'-0" 1



TYPICAL BUILDING PAD 3/4"=1'-0" 6

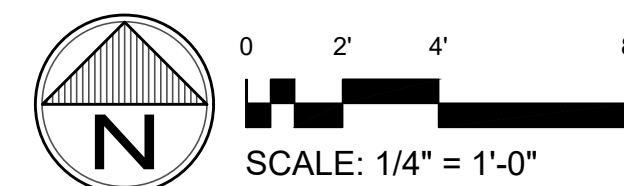
REVISIONS	DATE	BY	APP'D BY	ISSUED
A				

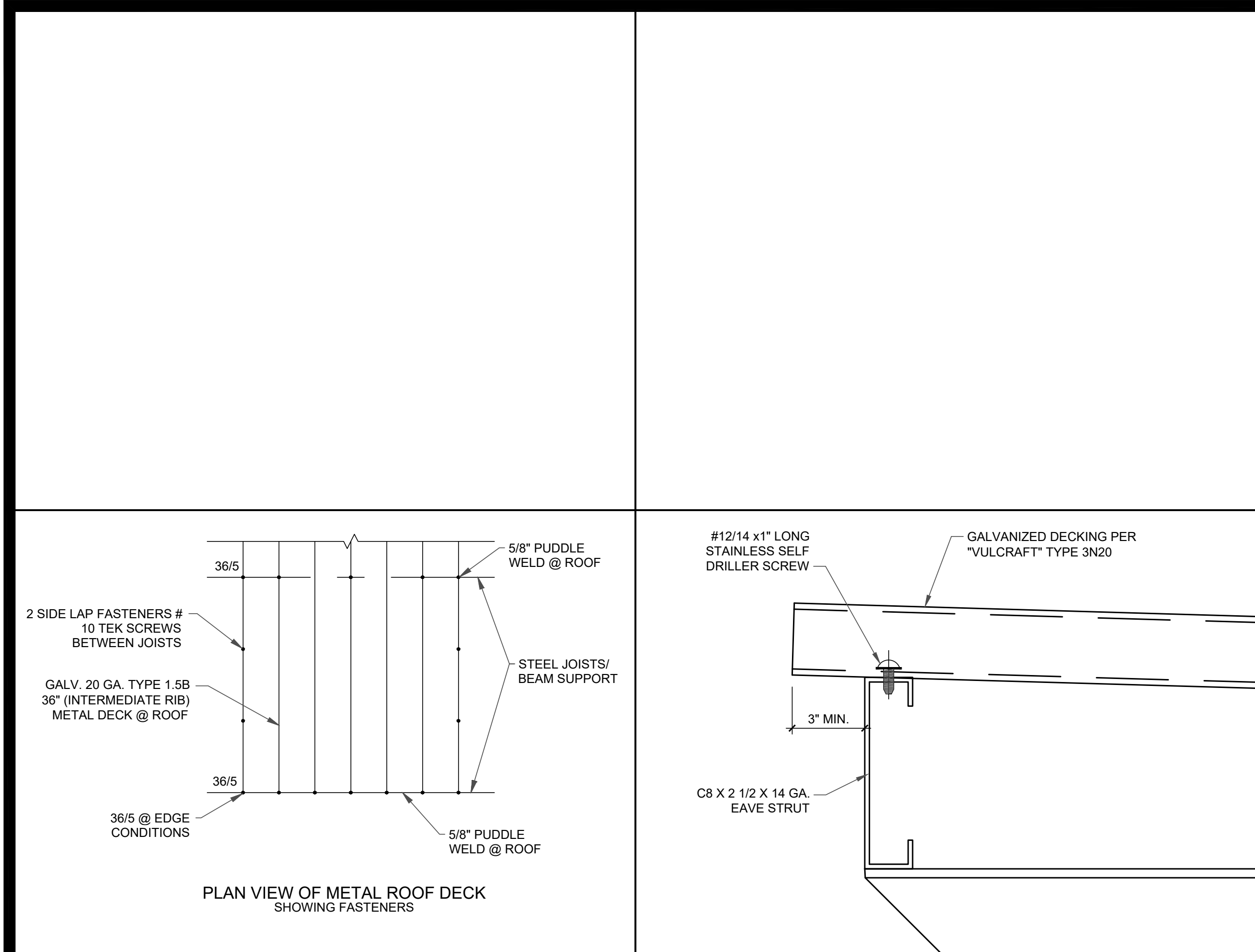
ARCHITECTURE, ENGINEERING, INTERIORS
LANDSCAPE SURVEYING
1606 S. CHESTNUT ST. STE. 100 - BRYAN, TEXAS 77801 - (830) 657-4800
4037 CEDAR PARK DR. STE. 100 - BRYAN, TEXAS 77802 - (830) 776-8700
1455 W. FORD ST. STE. 100 - BRYAN, TEXAS 77801 - (830) 841-0800



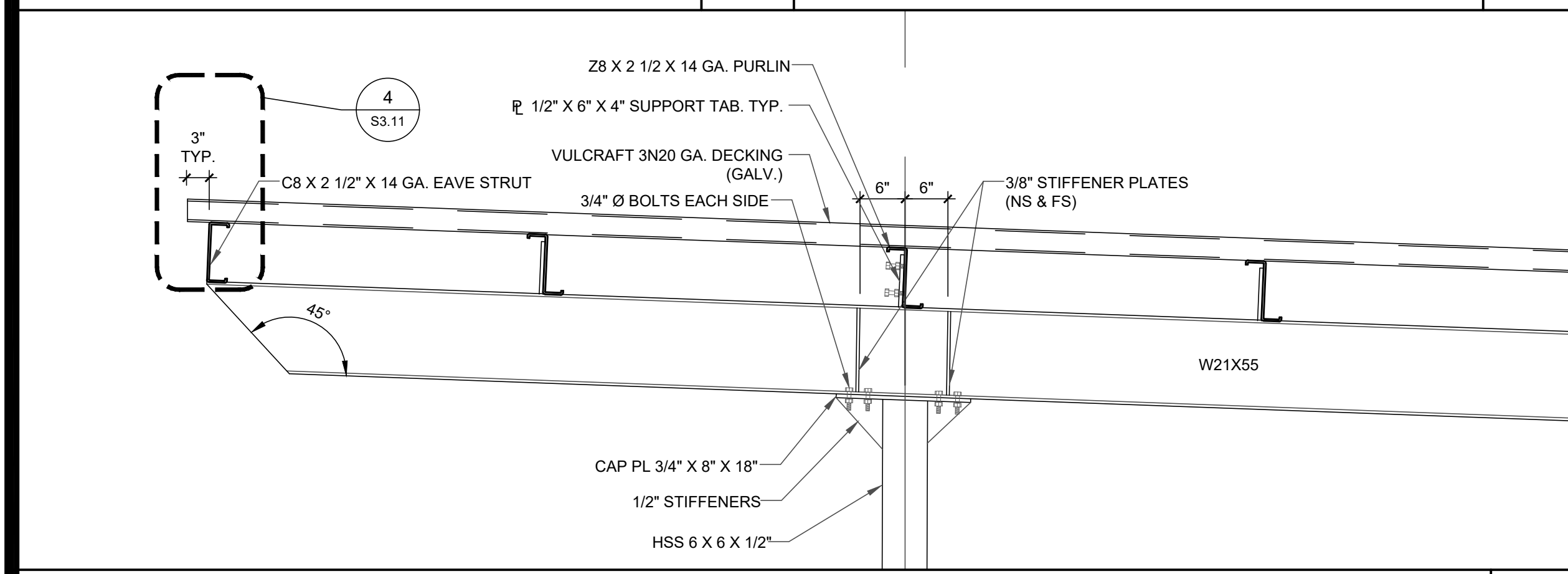
Fueling Center Reconstruction
City of Bryan
Bryan, Texas
Overall Foundation Plan/ Details

CONTRACT NO. 600230
SHEET NO. S2.11

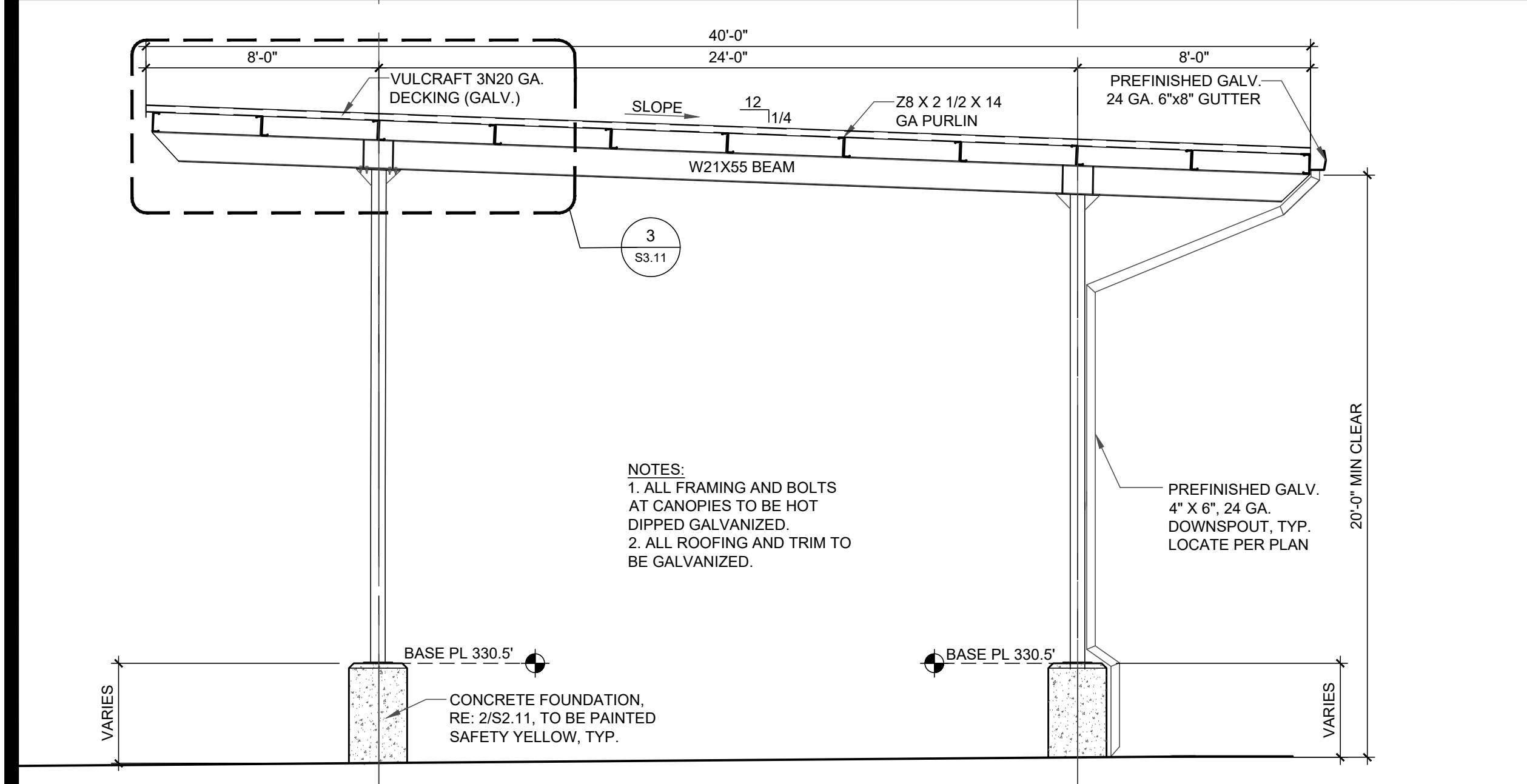




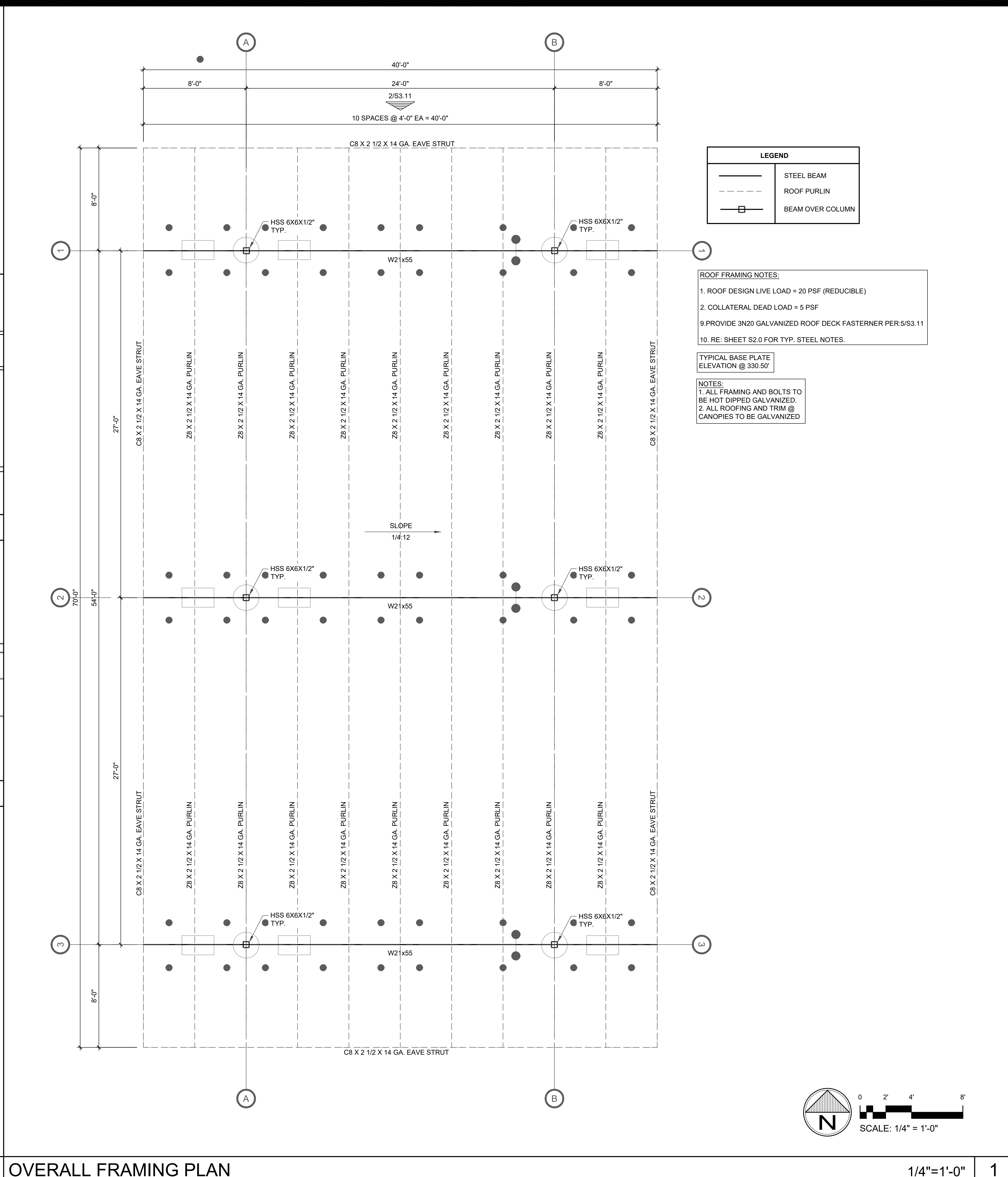
METAL DECK ATTACH. 3/4"=1'-0" 5 METAL CANOPY DETAIL 3"=1'-0" 4



METAL CANOPY DETAIL 3/4"=1'-0" 3



CANOPY SECTION 1/4"=1'-0" 2



OVERALL FRAMING PLAN 1/4"=1'-0" 1

LEGEND	
	STEEL BEAM
	ROOF PURLIN
	BEAM OVER COLUMN

- ROOF FRAMING NOTES:**
1. ROOF DESIGN LIVE LOAD = 20 PSF (REDUCIBLE)
 2. COLLATERAL DEAD LOAD = 5 PSF
 9. PROVIDE 3N20 GALVANIZED ROOF DECK FASTENER PER 5/S3.11
 10. RE. SHEET S2.0 FOR TYP. STEEL NOTES.

- TYPICAL BASE PLATE ELEVATION @ 330.50'**
- NOTES:**
1. ALL FRAMING AND BOLTS TO BE HOT DIPPED GALVANIZED.
 2. ALL ROOFING AND TRIM @ CANOPIES TO BE GALVANIZED.

REVISIONS	DATE	BY	ISSUED

DRAWN BY: LE ZP
 APP'D BY: ZP
 ISSUED: 12/14/23

T.B.P.E.L.S. FIRM NO. F-413
 T.B.A.E. FIRM NO. E-351
 T.B.P.E.L.S. FIRM NO. 10110800
 T.B.P.E.L.S. FIRM NO. 10110801

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 4077 CEDAR PARK DR. STE. 100, BRYAN, TEXAS 77803-6678
 485 W. FORD ST. STE. 100, BRYAN, TEXAS 77801-6678

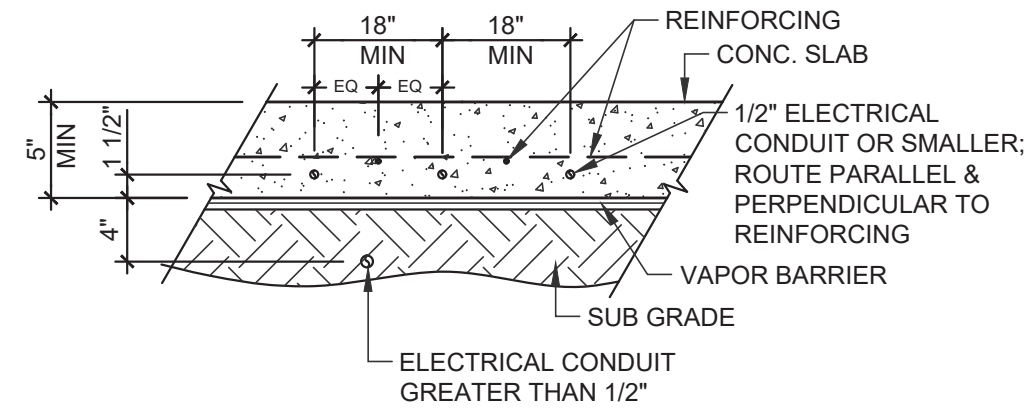
STATE OF TEXAS
 ZACHERY K. PARKER
 144556
 LICENSED PROFESSIONAL ENGINEER
 12/14/2023

Fuel Center Reconstruction
 City of Bryan
 Bryan, Texas
Overall Framing Plan

CONTRACT NO. 600230
 SHEET NO.

S3.11

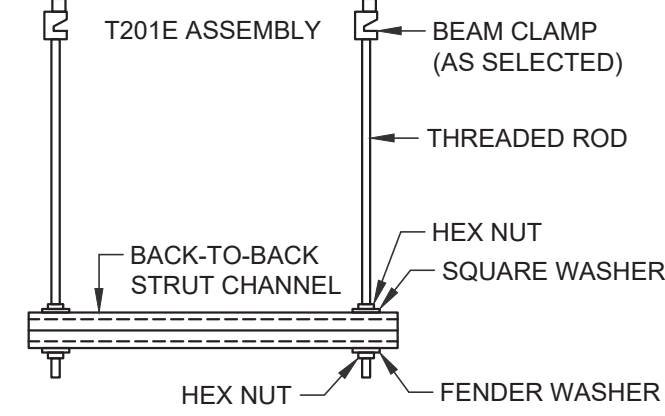
SCALE: 1/4" = 1'-0"



⊕	110 DUPLEX RECEPTACLE WITH 1 GANG BOX
⊕⊕	110 QUADRUPLEX RECEPTACLE WITH 2 GANG BOX
□	EQUIPMENT SERVICE DISCONNECT, NON-FUSED, LOCKABLE, U.N.O.
(R)	CONTROL RELAY
(TC)	TIMECLOCK
(PE)	PHOTOELECTRIC
WP	WEATHERPROOF / WATERPROOF WITH GFCI
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
---	CONDUIT UNDER SLAB OR IN SLAB
---	CONDUIT UNDERGROUND
(J)	1 GANG JUNCTION BOX - 1" Ø EMPTY CONDUIT TO 12" ABOVE CEILING

ELECTRICAL LEGEND N.T.S. 12

- ELECTRICAL TO CONFORM TO THE CURRENT EDITION OF THE NATIONAL ELECTRIC CODE (N.E.C.) AND APPLICABLE ENERGY CODE.
 - ELECTRICAL CONTRACTOR TO SUPPLY CUT SHEETS FOR PROPOSED CONSTRUCTION FOR ACTUAL EQUIPMENT USED AND SUBMIT TO THE ENGINEER FOR APPROVAL.
 - PROVIDE ELECTRICAL LIGHT SWITCH AND RECEPTACLES AT LOCATIONS AS SHOWN ON THE PLANS, UNLESS OTHERWISE NOTED ON THE PLANS, THE HEIGHT OF WALL SWITCHES AND RECEPTACLES SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS. PROVIDE STAINLESS STEEL COVERS FOR LIGHT SWITCHES, RECEPTACLES, AND COVER PLATES. (U.N.O.)
 - BUILDING WIRING TO BE MINIMUM 12-GAUGE GROUNDED COPPER WIRING INSTALLED IN METALLIC CONDUIT (EMT).
 - ALL CONDUIT TO EQUIPMENT IN PUBLIC AREAS SHALL BE IN WALLS.
 - USE MULTIPLE GANG J-BOX AND COVER PLATE WHENEVER POWER RECEPTACLES AND/OR SWITCHES ARE IN CLOSE PROXIMITY TO EACH OTHER.
 - COMPUTER/DATA/COMMUNICATIONS/CABLE TERMINALS SHALL NOT BE COMBINED WITH ADJACENT POWER RECEPTACLES INTO A COMMON J-BOX.
 - FIXTURES, RECEPTACLES, EQUIPMENT, ETC., WILL BE WIRED TO CIRCUITS AS SHOWN ON DRAWINGS. PROPOSED MODIFICATIONS TO THE DRAWINGS TO BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
 - FOR ELECTRICAL PANELS WITH SPARE CIRCUIT BREAKERS SHOWN, STUB UP 1" Ø CONDUIT TO 6" ABOVE THE CEILING WITH A PULL STRING. CAP THE OPEN END OF THE CONDUIT.
 - WIRE SIZES SHOWN ARE BASED ON ESTIMATED LENGTHS. FOR BRANCH CIRCUITS EXCEEDING 75 FEET ACTUAL LENGTH, VERIFY THAT THE VOLTAGE DROP DOES NOT EXCEED 3% PER N.E.C. RECOMMENDATIONS. AMPACITY OF MULTIPLE CONDUCTORS IN A SINGLE CONDUIT MUST ALSO BE ADJUSTED PER N.E.C. RECOMMENDATIONS. IF CONDUCTOR SIZE IS INCREASED, INCREASE GROUND WIRE AS REQUIRED BY CURRENT N.E.C.
 - UNLESS OTHERWISE NOTED, SWITCHES, RECEPTACLES, J-BOXES, ETC., ARE DIAGRAMMATICALLY SHOWN ON THE PLANS TO CONVEY THE APPROXIMATE LOCATIONS FOR INSTALLATION, EVEN IF SHOWN BACK TO BACK ON THE PLANS, ALL BOXES ON EITHER SIDE OF A WALL OR PARTITION MUST BE SEPARATED HORIZONTALLY BY AT LEAST 6 INCHES, UNLESS SHOWN ON THE PLANS, REFER TO NOTES, LEGENDS, ADA REQUIREMENTS, ETC. FOR CORRECT MOUNTING HEIGHTS.
 - REFER TO THE CIVIL DRAWINGS AND DEMOLITION DRAWINGS FOR PERTINENT INFORMATION RELATED TO THE PROJECT (ELECTRICAL/PLUMBING/MECHANICAL) WORK.
 - ALL WIRES AND CABLES WILL BE SUPPORTED AS REQUIRED BY THE CURRENT VERSION OF THE N.E.C., WIRES AND CABLES WILL NOT BE SUPPORTED BY THE CEILING GRID. **NO EXCEPTIONS.**
 - ALL CIRCUITS WITH SENSITIVE ELECTRONIC EQUIPMENT (EXAMPLES: COMPUTERS AND PRINTERS) ARE TO BE POWERED FROM A QUALITY UPS (UNINTERRUPTIBLE POWER SUPPLY). NOTE: PROVISION OF UPS'S ARE NOT IN THE SCOPE OF THE PROJECT.
 - WHEN ROUTING UNDERGROUND CONDUITS, THE TOP OF THE CONDUIT IS TO BE AT 12" MINIMUM BELOW FINISHED FLOOR ELEVATION AND SHALL PENETRATE FOUNDATION BEAMS AT APPROXIMATELY THE MID-DEPTH OF THE BEAM, WHERE CONDUIT INTERSECTS FOUNDATION BEAMS, THE ANGLE BETWEEN THE LONGITUDINAL AXIS OF THE CONDUIT AND THE LONGITUDINAL AXIS OF THE FOUNDATION BEAM IS TO BE IDEALLY 90 DEGREES BUT NOT LESS THAN 45 DEGREES. ALL VAPOR BARRIERS SHALL BE SEALED TO THE CONDUIT AT THE PENETRATIONS.
 - ALL OPENINGS AROUND ELECTRICAL PENETRATIONS INTO OR THROUGH FIRE-RATED WALLS, PARTITIONS, FLOORS, OR CEILINGS SHALL BE FIRE-STOPPED USING U.L. APPROVED MATERIALS AND METHODS TO MAINTAIN THE FIRE RESISTANCE RATING IN ACCORDANCE WITH N.E.C. 300.21 AND APPLICABLE CODES.
 - DATA CABLES SHALL NOT EXCEED 300 LINEAR FEET.
 - WHEN TRENCHING IS REQUIRED, REFER TO SPECIFICATION SECTIONS AND GEOTECH REPORT REQUIREMENTS FOR UTILITY TRENCH BACKFILL.
 - CONTRACTOR SHALL PROVIDE LABELING ON ALL JUNCTION BOXES AND COVER PLATES IDENTIFYING BRANCH CIRCUIT. PROVIDE ADDITIONAL LABELING IN ACCORDANCE WITH N.E.C. AND A.H.J. REQUIREMENTS.
 - IN AREAS WHERE ELECTRICAL SUPPORTS, DEVICES, AND CONDUITS WILL BE EXPOSED TO PUBLIC VIEW, COORDINATE WITH OTHER DISCIPLINES AND THE PAINTER. ALL ELECTRICAL SUPPORTS, DEVICES, AND CONDUITS SHALL BE INSTALLED ON TIME FOR THE PAINTER TO COMPLETE WORK COINCIDENT WITH OTHER PAINTING REQUIREMENTS IN THE AREA.
 - FIBER OPTIC LINES SHALL BE RAN FROM THE ATG INSIDE OF THE EXISTING BUILDING TO THE NEW FIBER VAULT. A FIBER OPTIC LINE SHALL BE RAN TO EACH FUEL/DEF DISPENSER IN A 3/4" CONDUIT. A FIBER OPTIC LINE SHALL ALSO BE RAN TO THE GASBO ISLANDER PRIME TERMINAL IN A 3/4" CONDUIT FROM NEW ALL WEATHER ENCLOSURE TO LOCATION INSIDE THE EXISTING BUILDING. THESE FIBER LINES ARE TO TRANSMIT THE DATA BETWEEN THE DISPENSERS, TERMINAL, & ATG MODULE.
 - A LOW VOLTAGE CABLE (COMMUNICATIONS (COMM)) SHALL BE INSTALLED FROM THE ATG IN THE BUILDING TO THE NEW COMMUNICATIONS VAULT. A LOW VOLTAGE COMM LINE SHALL BE RAN TO EACH FUEL/DEF DISPENSER IN A 3/4" CONDUIT. A LOW VOLTAGE COMM LINE SHALL BE RAN TO THE DEF TANK IN A 3/4" CONDUIT. MULTIPLE LOW VOLTAGE COMM LINES SHALL BE RAN TO EACH UNDERGROUND FUEL TANK IN 3/4" & 1" CONDUITS. THESE COMM LINES ARE FOR THE LIE LEAK DETECTION SYSTEM.
 - BRANCH CIRCUITS SHALL BE RAN FROM THE ELECTRICAL PANEL AT THE BUILDING TO THE NEW ELECTRICAL BOX AT THE CANOPY. A BRANCH CIRCUIT W/ (3) #12 & (3) #14 SHALL BE RAN TO EACH FUEL DISPENSER. A BRANCH CIRCUIT W/ (3) #12 & (2) #14 SHALL BE RAN TO EACH DEF DISPENSER. A 110V BRANCH CIRCUIT SHALL BE RAN TO THE DEF TANK AND GASBOY ISLANDER PRIME TERMINAL. A 220V BRANCH CIRCUIT SHALL BE RAN TO EACH FUEL PUMP IN THE UNDERGROUND TANKS.
- DEMOLITION ELECTRICAL NOTES**
- PRIOR TO THE DEMOLITION OF WORK BY ANY TRADE, PROVIDE A QUALIFIED ELECTRICIAN TO DISCONNECT ALL SOURCES OF POWER SERVING EQUIPMENT, LIGHT FIXTURES, AND OUTLETS WITHIN THE AREA OF DEMOLITION. VERIFY BY TESTING THAT POWER HAS BEEN DISCONNECTED. THE ELECTRICIAN SHALL REMAIN ON SITE DURING DEMOLITION TO DISCONNECT AND TEST ALL ELECTRICAL WORK THAT BECOMES ACCESSIBLE DURING THE COURSE OF DEMOLITION.
 - ALL DEMOLITION ITEMS SHALL BECOME THE CONTRACTORS PROPERTY AND SHALL BE REMOVED FROM THE SITE. HAZARDOUS MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH FEDERAL REGULATIONS AND THE CONTRACT DOCUMENTS.
 - THE DISPOSAL OF LAMPS AND BALLASTS SHALL BE IN ACCORDANCE WITH EPA STANDARDS AND GUIDELINES.
 - WHERE EQUIPMENT, WIRING DEVICES, AND/OR LIGHT FIXTURES ARE SCHEDULED FOR DEMOLITION, REMOVE THE ASSOCIATED WIRE AND RACEWAY BACK TO THE CIRCUIT BREAKER SERVING THE EQUIPMENT, UNLESS SPECIFICALLY NOTED OTHERWISE.
 - WHERE CEILINGS OR WALLS ARE SCHEDULED FOR DEMOLITION ON THE ARCHITECTURAL DRAWINGS, DISCONNECT AND REMOVE ALL WIRING DEVICES, LIGHT FIXTURES, AND SPEAKERS ASSOCIATED WITH THOSE WALLS AND CEILINGS.
 - IDENTIFY CONDUITS AND WIRE PASSING THROUGH THE AREA OF DEMOLITION AND SERVING LOADS OUTSIDE THE AREA THAT WILL REMAIN. MARK AND PROTECT THESE CONDUITS DURING DEMOLITION.
 - THE ELECTRICAL SERVICE TO AREAS NOT WITHIN THE DEMOLITION SCOPE OF WORK SHALL NOT LOSE POWER UNLESS SCHEDULED AND AGREED TO BY THE OWNER.



CONDUIT SUPPORT DTL N.T.S. 8

PANEL "FC" N.T.S. 4

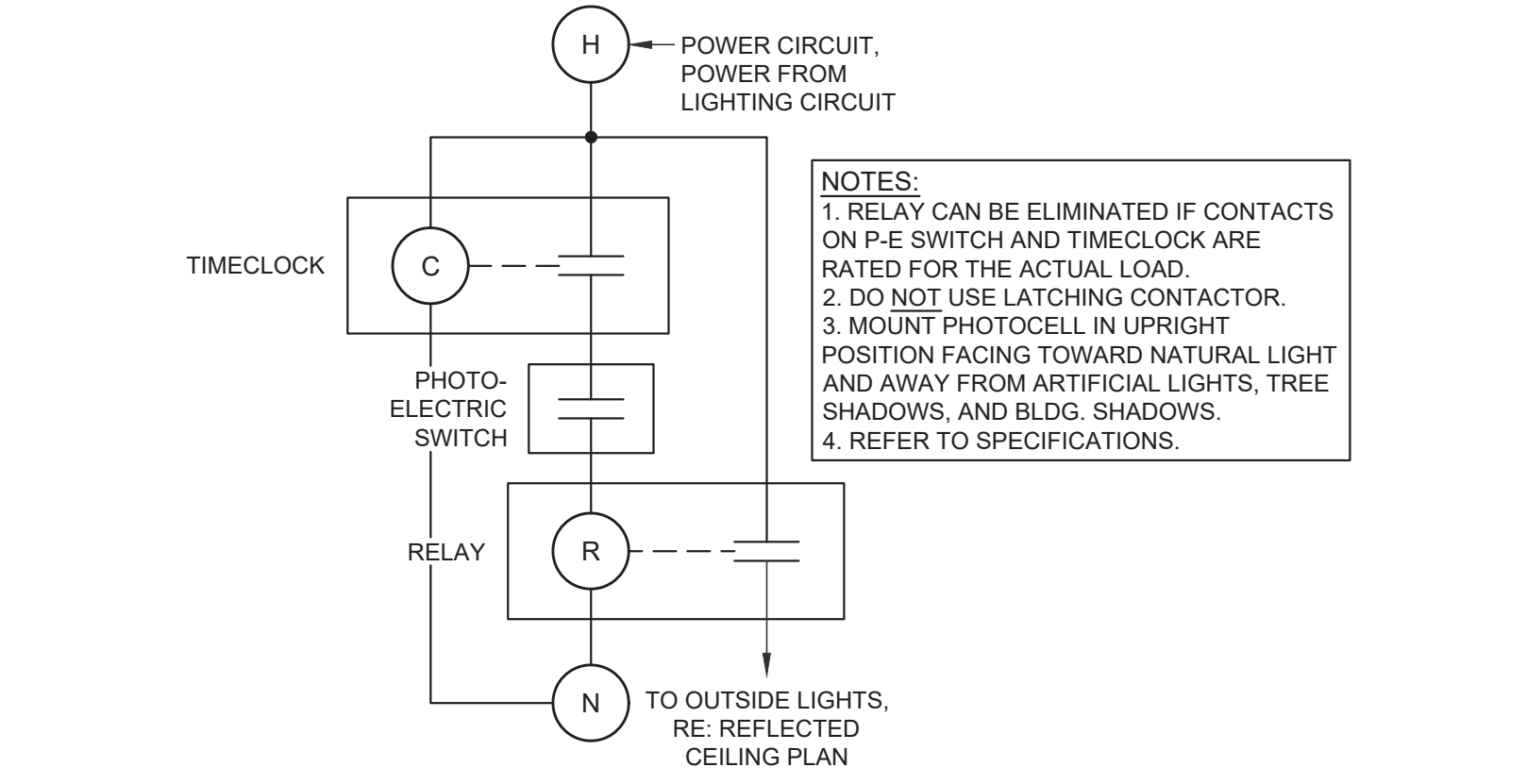
WIRE/COND	CIRCUIT LOAD	LOAD NAME	CIRCUIT LOAD	WIRE/COND	TOTAL LOADS
				A	C
3 #12 in 3/4" cond.	240	Controls	1		
3 #12 in 3/4" cond.	180	Canopy Rec	3		
3 #12 & 4 #14 in 3/4" cond.	1,800	Dispenser #1	5		
3 #12 & 4 #14 in 3/4" cond.	1,800	Dispenser #2	7		
3 #12 & 4 #14 in 3/4" cond.	1,800	Dispenser #3	9		
3 #12 & 4 #14 in 3/4" cond.	1,800	Dispenser #4	11		
3 #12 & 4 #14 in 3/4" cond.	1,800	Dispenser #5	13		
3 #12 & 4 #14 in 3/4" cond.	1,800	Dispenser #6	15		
3 #12 & 4 #14 in 3/4" cond.	1,800	Dispenser #7	17		
3 #12 & 4 #14 in 3/4" cond.	1,800	Dispenser #8	19		
3 #12 & 4 #14 in 3/4" cond.	1,800	Dispenser #9	21		
2 #10 & 1 #10 G	1,440	Diesel Pump #1	23		
in 3/4" cond.	1,440	(30A)**	25		
Wire Per	0	Surge Protective	27		
Mfg.	0	Device	29		
			30		

LOAD NAME	CIRCUIT LOAD	WIRE/COND	TOTAL LOADS
		A	C
Tank Monitor	120	3 #12 in 3/4" cond.	360
Tank Monitor	120	3 #12 in 3/4" cond.	300
Receptacles	360	3 #12 in 3/4" cond.	1,920
Receptacles	360	3 #12 in 3/4" cond.	2,160
Receptacles	360	3 #12 in 3/4" cond.	2,160
Receptacles	360	3 #12 in 3/4" cond.	2,160
Lights	1,170	4 #12 in 3/4" cond.	2,970
ATG	500	3 #12 in 3/4" cond.	2,300
ATG	500	3 #12 in 3/4" cond.	2,300
All Weather Enclosure	180	3 #12 in 3/4" cond.	1,980
Def Pump	696	3 #12 in 3/4" cond.	2,496
Diesel Pump #2	1,440	2 #10 & 1 #10 G	2,880
(30A)**	1,440	in 3/4" cond.	2,880
Unleaded Pump	1,440	2 #10 & 1 #10 G	1,440
(30A)**	1,440	in 3/4" cond.	1,440
			16,528
			13,220

TOTAL LOAD ON PANEL: 29,748 VA
Diversified Load = -234 VA
240 (240/160 VAC)
122.97 AMPS

NOTE: Unless otherwise noted, all single pole breakers are 20 Amp with #12 THHN copper wire. All breakers serving motor loads shall be HACR type or Motor Circuit rated per NEC requirements.
 NOTE**: Verify circuit breaker and wire size with manufacturer.

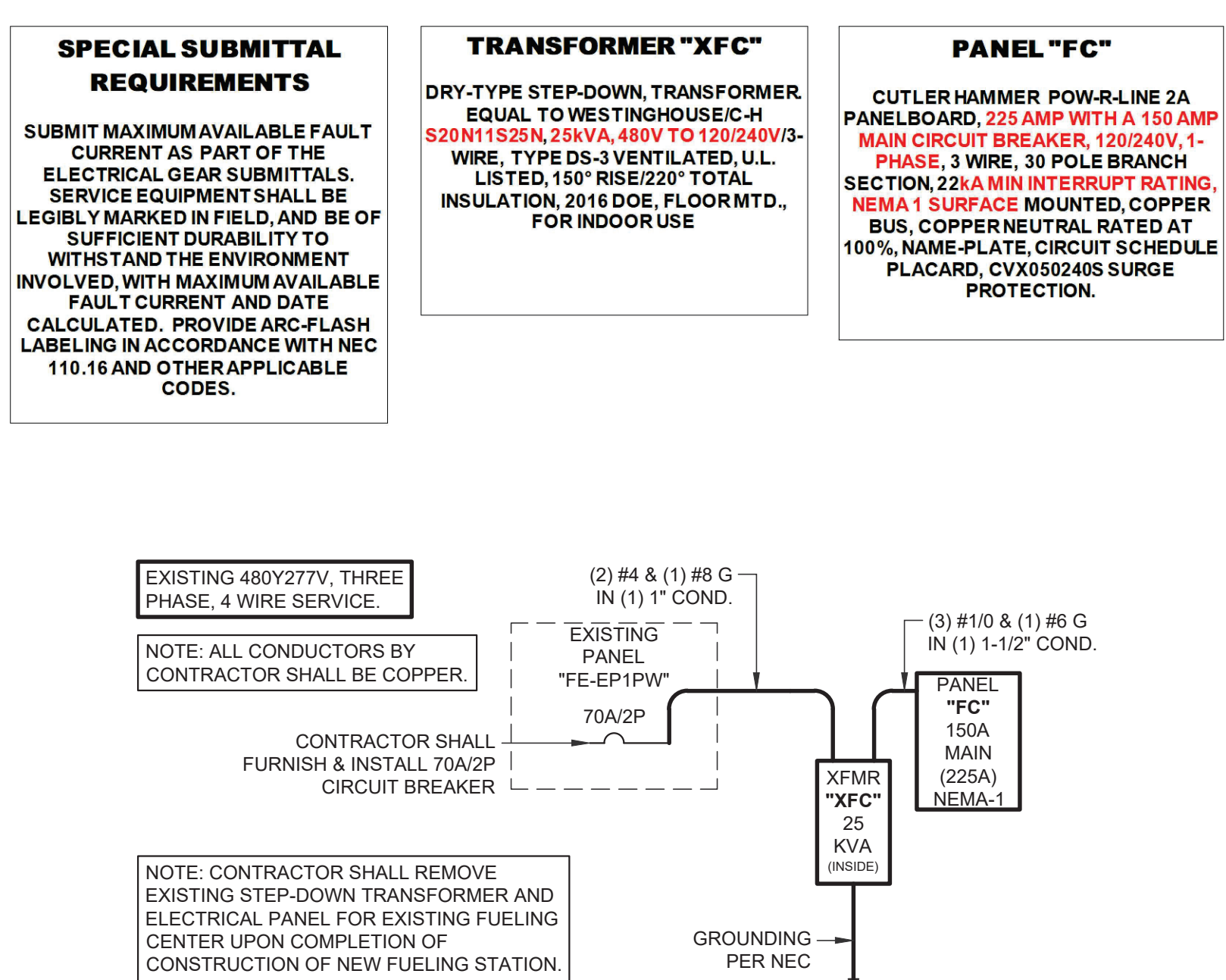
SLAB CONDUIT DETAIL N.T.S. 16



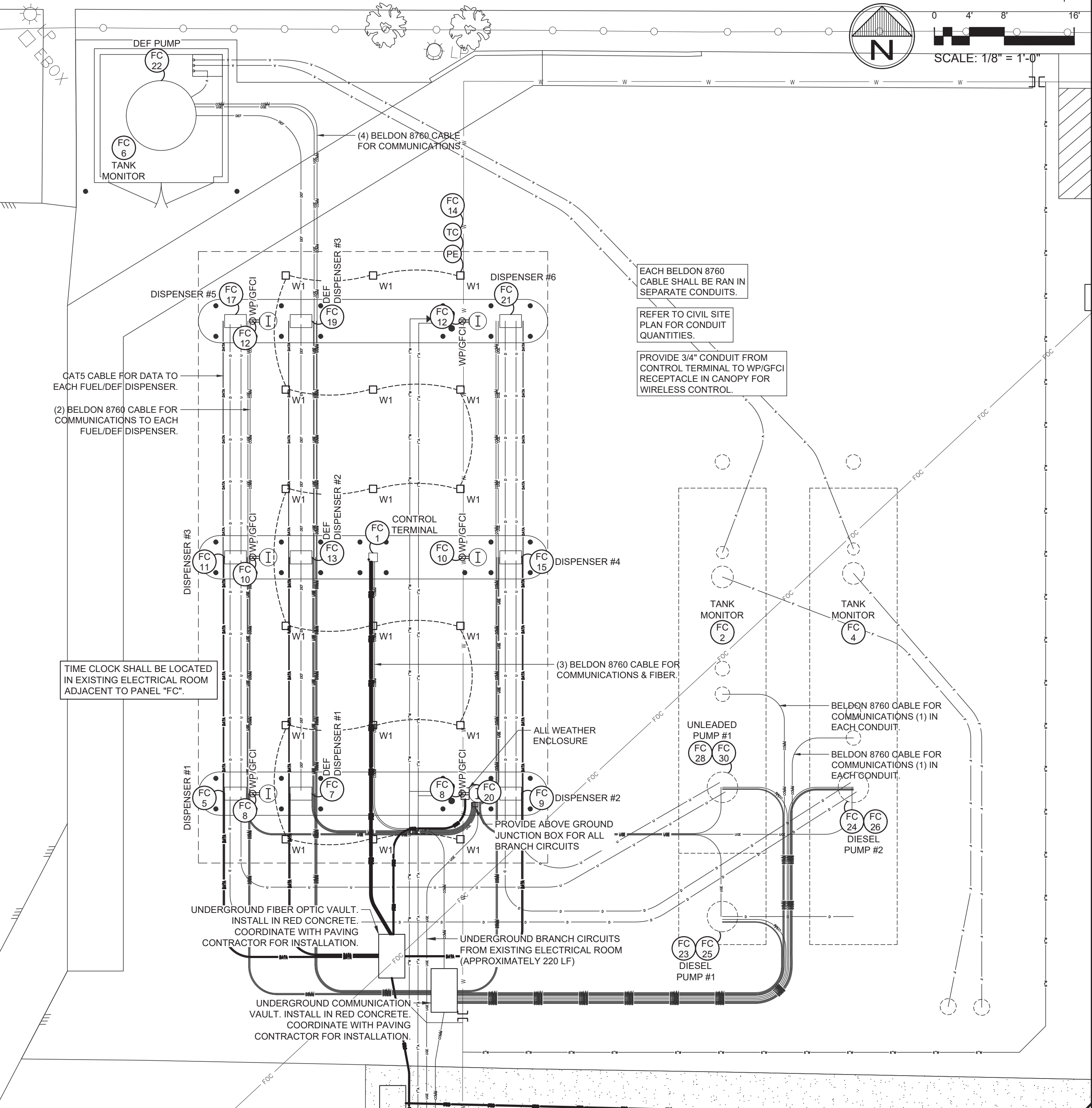
TIMECLOCK/PHOTO-ELEC. DETAIL N.T.S. 15

MARK	TYPE	MOUNTING	MANUFACTURER CATALOG NO.	LAMPS TYPE	REMARKS
W1	LED CANOPY LIGHT	STRUCTURE MOUNTED	LITHONIA LIGHTING CNY LED P2 40K MVOLT DDB	52W LED, 4000K, 6600 LUMENS	DARK BRONZE FINISH, WET LOCATION RATED, FROSTED LENS

LIGHTING SCHEDULE N.T.S. 14



ONE-LINE DIAGRAM N.T.S. 13



ELECTRICAL SITE PLAN 1/8"=1'-0" 1

ELECTRICAL NOTES N.T.S. 9

REVISIONS
 NO. DATE
 DRAWN BY: ANM
 APPROV BY: JRF
 ISSUED: 7-9-24

T.B.P.E.L.S. FIRM NO. F-413
 T.B.A.E. FIRM NO. BR 301
 T.B.P.E.L.S. FIRM NO. 10110060
 T.B.P.E.L.S. FIRM NO. 10110061

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GLS
 ARCHITECTURE, ENGINEERING, INTERIORS
 LANDSCAPE SURVEYING

STATE OF TEXAS
 JUSTIN R. FEINLEY
 118566
 LICENSED PROFESSIONAL ENGINEER

10/29/2024

Fueling Center Reconstruction
 City of Bryan
 Bryan, Texas
 Electrical Details

CONTRACT NO. 600230
 SHEET NO. E9.11



December 31, 2024

A-1 Pump, Inc.
ATTN: Kevin Prichard
PO Box 4289
Bryan, Texas 77805

RE: Acceptance of Exhibit B – Revised (Adjusted Fee Schedule) for RFP 25-007 – Fueling Center Reconstruction at Municipal Service Center

Mr. Prichard,

Your original submission included several Lump Sum totals for multiple items; fee schedule required Unit Pricing. Attached is Exhibit B – Revised (Adjusted Fee Schedule) which breaks down your Lump Sums into Unit Pricing (green boxes). Please review the attached for accuracy.

If you are in agreement with the adjusted items (unit pricing), please sign below as your acknowledgment and acceptance of Exhibit B – Revised (Adjusted Fee Schedule).

I, James (J.W.) Polka, as representative for A-1 Pump, Inc., acknowledge and accept the *not to exceed* Unit Pricing on Exhibit B – Revised (Adjusted Fee Schedule) for Contract RFP #25-007 – Fueling Center Reconstruction at Municipal Service Center.

J.W. Polka SALES MGR.
Signature and Title

01.06.2025
Date

C Benavides
Catherine Benavides, Buyer
City of Bryan – Purchasing

Attachments:
Exhibit B – Revised (Adjusted Fee Schedule)

Purchasing Department
205 E 28th Street • Bryan, TX 77803
(979) 209-5500

EXHIBIT B - REVISED

Cost Proposal Fueling Center Reconstruction at Municipal Service Center RFP #25-007

Item	Description	QTY	Unit	Unit Price	Total	A-1 PUMP INC.		
						Unit Price	Total	
A. General Items								
1	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	1,920.00	1,920.00	\$ 1,920.00	\$ 1,920.00	
2	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	1,250.00	1,250.00	\$ 1,250.00	\$ 1,250.00	
3	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	0.00	0.00	\$ -	\$ -	
4	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	6,000.00	6,000.00	\$ 6,000.00	\$ 6,000.00	
5	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	3,465.00	3,465.00	\$ 3,465.00	\$ 3,465.00	
6	Furnish and install Saint Augustine Sod, including watering, related items and appurtenances, complete in place	1,025	SF	3,465.00	3,465.00	\$ 3.38	\$ 3,465.00	LUMP SUM
7	SWPPP for 1.0 Acre project, including phasing, silt fencing, NOI, NOT and inlet protection, including related items and appurtenances, complete in place	1	LS	10,000.00	10,000.00	\$ 10,000.00	\$ 10,000.00	
8	Regulatory coordination to include closure and construction notification requirements and associated reporting.	1	LS	0.00	0.00	\$ -	\$ -	
9	Furnish and install construction exit, including removal at completion of project, related items and appurtenances, complete in place	67	SY	500.00	500.00	\$ 7.46	\$ 500.00	LUMP SUM
Total Section A. General Items.....					26,600.00	\$	26,600.00	
B. Demolition Items								
10	Remove & dispose of existing asphalt pavement, including related items and appurtenances, complete in place	1,334	SY	21,600.00	21,600.00	\$ 16.19	\$ 21,600.00	LUMP SUMS
11	Remove & dispose of existing concrete pavement, including related items and appurtenances, complete in place	626	SY	12,000.00	12,000.00	\$ 19.17	\$ 12,000.00	
12	Remove & dispose of existing concrete flume, including related items and appurtenances, complete in place	99	SY	4,800.00	4,800.00	\$ 48.48	\$ 4,800.00	
13	Remove & dispose of existing concrete curb, including related items and appurtenances, complete in place	54	LF	2,200.00	2,200.00	\$ 40.74	\$ 2,200.00	
14	Remove & dispose of ex pipe bollards, including related items and appurtenances, complete in place	24	EA	2,750.00	2,750.00	\$ 114.58	\$ 2,750.00	
15	Remove existing fuel dispenser and deliver to city, including related items and appurtenances, complete in place	6	EA	2,750.00	2,750.00	\$ 458.33	\$ 2,750.00	
16	Remove & dispose of existing fuel island terminal, including related items and appurtenances, complete in place	1	EA	2,750.00	2,750.00	\$ 2,750.00	\$ 2,750.00	
17	Remove & dispose of existing canopy structure, including columns, footings, electrical, related items and appurtenances, complete in place	1	LS	7,200.00	7,200.00	\$ 7,200.00	\$ 7,200.00	
18	Remove & dispose of existing safety shower, including related items and appurtenances, complete in place	1	EA	1,200.00	1,200.00	\$ 1,200.00	\$ 1,200.00	
19	Remove & dispose of existing electrical boxes on fuel islands, including related items and appurtenances, complete in place	1	LS	3,600.00	3,600.00	\$ 3,600.00	\$ 3,600.00	
20	Remove & dispose of existing underground fuel tanks, including related items and appurtenances, complete in place	1	LS	48,000.00	48,000.00	\$ 48,000.00	\$ 48,000.00	
21	Remove & dispose of contaminated soils to landfill, including soil testing, related items and appurtenances, complete in place	1,000	CY	115,800.00	115,800.00	\$ 115.80	\$ 115,800.00	
Total Section B. Demolition Items.....					224,650.00	\$	224,650.00	
C. Site Items								

*J.W.
1/16/25*

Cost Proposal
Fueling Center Reconstruction at Municipal Service Center
RFP #25-007

Item	Description	QTY	Unit	Unit Price	Total	Unit Price	Total
22	Furnish and install new canopy structure, including columns, footings, related items and appurtenances, complete in place	1	LS	130,440.00	130,440.00	\$ 130,440.00	\$ 130,440.00
23	8" concrete pavement, including 6" raised concrete fuel islands, related items and appurtenances, complete in place	1,973	SY	37,800.00	37,800.00	\$ 19.16	\$ 37,800.00
24	6" lime stabilized subgrade, including related items and appurtenances, complete in place	1,973	SY	36,000.00	36,000.00	\$ 18.25	\$ 36,000.00
25	6% Lime (by weight), including related items and appurtenances, complete in place	40	TON	9,600.00	9,600.00	\$ 240.00	\$ 9,600.00
26	6" monolithic curb, including related items and appurtenances, complete in place	114	LF	5,400.00	5,400.00	\$ 47.37	\$ 5,400.00
27	Concrete pavement repair, including related items and appurtenances, complete in place	207	SY	20,700.00	20,700.00	\$ 100.00	\$ 20,700.00
28	Furnish and install 6" Ø pipe bollard, including related items and appurtenances, complete in place	52	EA	230.00	11,960.00	\$ 230.00	\$ 11,960.00
Total Section C. Site Items.....					251,900.00	\$	251,900.00
D. Fuel System Items							
29	Furnish and install 8" Ø 2,700 gallon aboveground DEF tank, including all sumps, pumps, flex boots, couplings, piping, valves, related items and appurtenances, complete in place	1	LS	12,500.00	12,500.00	\$ 12,500.00	\$ 12,500.00
30	Furnish and install 10' Ø 30,000 gallon underground diesel fuel tank, including all manholes, sumps, pumps, flex boots, couplings, piping, valves, tank monitoring equipment, gauging equipment, monitoring well, vapor recovery riser, structural backfill, related items and appurtenances, complete in place	1	LS	80,000.00	80,000.00	\$ 80,000.00	\$ 80,000.00
31	Furnish and install 10' Ø 30,000 gallon underground fuel tank (24,000 gallon unleaded and 6,000 gallon diesel), including all manholes, sumps, pumps, flex boots, couplings, piping, valves, tank monitoring equipment, gauging equipment, monitoring well, vapor recovery riser, structural backfill, related items and appurtenances, complete in place	1	LS	80,000.00	80,000.00	\$ 80,000.00	\$ 80,000.00
32	Use soil excavated from new fuel tank location to backfill hole from removing existing fuel tank, including compacting 6" loose lifts to 98% ASTM (D-698), offsite disposal of any excess soil, related items and appurtenances, complete in place	1	LS	17,500.00	17,500.00	\$ 17,500.00	\$ 17,500.00
33	Furnish and install Gasboy Islander Prime terminal at MSC site, including related items and appurtenances, complete in place	1	EA	25,000.00	25,000.00	\$ 25,000.00	\$ 25,000.00
34	Furnish and install Gasboy DEF dispenser with RFID reader, including prefabricated quick couple dispenser sump, double flexible entry boots, OPW 10 Plus emergency shut-off valve, related items and appurtenances, complete in place	3	EA	14,000.00	42,000.00	\$ 14,000.00	\$ 42,000.00
35	Furnish and install Gasboy Atlas X fuel dispenser with RFID reader, including prefabricated quick couple dispenser sump, double flexible entry boots, OPW 10 Plus emergency shut-off valve, related items and appurtenances, complete in place	6	EA	9,167.00	55,002.00	\$ 9,167.00	\$ 55,002.00
36	Furnish and install 4" Ø corrugate dual layer access pipe with vent line, including structural backfill, related items and appurtenances, complete in place	195	LF	123.00	23,985.00	\$ 123.00	\$ 23,985.00
37	Furnish and install vent stack assembly, including sump, fittings, couplings, piping, valves, related items and appurtenances, complete in place	1	EA	15,000.00	15,000.00	\$ 15,000.00	\$ 15,000.00
38	Furnish and install 4" Ø corrugate dual layer access pipe with 1.5" Ø double wall primary pipe, including structural backfill, related items and appurtenances, complete in place	456	LF	105.26	48,000.00	\$ 105.26	\$ 47,998.56
39	Furnish and install 4" Ø double wall pipe for remote fill lines, including structural backfill, related items and appurtenances, complete in place	122	LF	352.46	43,000.00	\$ 352.46	\$ 43,000.12

LUMP SUMS

J.W. Miller 25

Cost Proposal
Fueling Center Reconstruction at Municipal Service Center
RFP #25-007

Item	Description	QTY	Unit	Unit Price	Total	Unit Price	Total	
40	Furnish and install siphon line between new diesel fuel tanks, including related items and appurtenances, complete in place	1	LS	4,500.00	4,500.00	\$ 4,500.00	\$ 4,500.00	
41	Furnish and install 6' tall (14'x14' inside dimensions) DEF tank enclosure, including double 6' wide gates, related items and appurtenances, complete in place	1	LS	12,500.00	12,500.00	\$ 12,500.00	\$ 12,500.00	
42	Furnish and install air/water dispenser rack, including related items and appurtenances, complete in place	2	EA	4,000.00	4,000.00	\$ 2,000.00	\$ 4,000.00	LUMP SUM
43	Furnish and install Tier 22 (3'x5'x3') fiber pullbox, including backfilling, related items and appurtenances, complete in place	5	EA	6,666.40	33,332.00	\$ 6,666.40	\$ 33,332.00	
44	Furnish and install 1.5" Ø SCH 40 PVC fiber conduits with pullstrings (city to pull fiber wire), including structural backfill, related items and appurtenances, complete in place	645	LF		9,909.00	\$ 15.35	\$ 9,909.00	LUMP SUMS
45	Furnish and install 4" Ø SCH 40 PVC fiber conduits with wires (contractor to pull wires), including structural backfill, related items and appurtenances, complete in place	200	LF		13,202.00	\$ 66.01	\$ 13,202.00	
46	Furnish and install 3/4" Ø SCH 40 PVC fiber conduits with wires (contractor to pull wires), including structural backfill, related items and appurtenances, complete in place	523	LF		12,262.00	\$ 23.45	\$ 12,262.00	
47	Furnish and install 1.5" Ø SCH 40 PVC fiber conduits with wires (contractor to pull wires), including structural backfill, related items and appurtenances, complete in place	87	LF		4,031.00	\$ 45.33	\$ 4,031.00	
48	Furnish and install 1" Ø polyvinyl water service line to new fuel islands, including structural backfill, related items and appurtenances, complete in place	157	LF		8,500.00	\$ 54.14	\$ 8,500.00	
49	Furnish and install 1" Ø air service line to new fuel islands, including structural backfill, related items and appurtenances, complete in place	173	LF		8,500.00	\$ 49.13	\$ 8,500.00	
50	Interconnect (tap/connection) proposed 1" air service line to existing air service line, including all fittings, related items and appurtenances, complete in place	1	EA	2,100.00	2,100.00	\$ 2,100.00	\$ 2,100.00	
51	Interconnect (tap/connection) proposed 1" water service line to existing water service line, including all fittings, related items and appurtenances, complete in place	1	EA	2,100.00	2,100.00	\$ 2,100.00	\$ 2,100.00	
52	Furnish and install 6" Ø SCH 40 PVC underground communication conduit with low voltage cable, including structural backfill, related items and appurtenances, complete in place	196	LF		24,989.00	\$ 127.49	\$ 24,989.00	LUMP SUM
53	Furnish and install 1" Ø SCH 40 PVC underground communication conduit with low voltage cable, including structural backfill, related items and appurtenances, complete in place	184	LF	28.59	5,262.00	\$ 28.59	\$ 5,260.56	
54	Furnish and install 3/4" Ø SCH 40 PVC underground communication conduit with low voltage cable, including structural backfill, related items and appurtenances, complete in place	1,258	LF	19.23	24,201.00	\$ 19.23	\$ 24,191.34	
55	Connect new fiber lines to new ATG module inside of building, including related items and appurtenances, complete in place	1	LS	2,000.00	2,000.00	\$ 2,000.00	\$ 2,000.00	
56	Connect new communication lines to new ATG module inside of building, including related items and appurtenances, complete in place	1	LS	2,000.00	2,000.00	\$ 2,000.00	\$ 2,000.00	
57	Remove existing automatic tank gauge (ATG) module and deliver to city. Furnish and install new ATG module at original units location, including coordination with city, materials, labor, related items and appurtenances, complete in place	1	LS	45,000.00	45,000.00	\$ 45,000.00	\$ 45,000.00	
58	Remove & dispose of three existing line leak detectors. Furnish and install two new line leak detectors, including connection to the existing breaker box, materials, labor, related items and appurtenances, complete in place	1	LS	2,000.00	2,000.00	\$ 2,000.00	\$ 2,000.00	

*J.W.
1/10/25*

**Cost Proposal
Fueling Center Reconstruction at Municipal Service Center
RFP #25-007**

Item	Description	QTY	Unit	Unit Price	Total	Unit Price	Total
59	All work at the Fountain Avenue site, including removal and disposal of existing fuel island terminal, new Gasboy Islander Prime Terminal to match Municipal Service Center, installation, system setup, connection to the existing fiber switch, related items and appurtenances, complete in place	1	LS	23,000.00	23,000.00	\$ 23,000.00	\$ 23,000.00
60	Furnish and install equipment needed for programming vehicle and user tags and/or devices, including setup, related items and appurtenances, complete in place. Migration of City data (fleet and user information) into the Gasboy EKOS system for turnkey use. System start up and user training (EKOS system and touchless vehicle solutions). Gasboy equipment to be delivered includes: (2) EKOS license agreements, GPS & telematics, and communications (2) EKOS registered wireless modems (Gasboy provided) (1) Wireless Vehicle Programmer [Z-FLO-WVP001] (1) Fleet Head Office Milfare Tag Reader [Z-FLH-PMTR01] (650) Milfare Tags [Z-FLO-MTBU01] (10) Fuel Cubes [Z-FLO-VTR021] \$4,000 allowance for purchase of OBD and fuel rings for fleet TBD	1	LS	83,013.00	83,013.00	\$ 83,013.00	\$ 83,013.00
Total Section D. Fuel System Items.....					757,388.00	\$	768,375.58
E. Electrical Items							
61	Panelboard, complete with circuit breakers, branch circuits, and underground conduit in red concrete, and all related items and appurtenances complete in place	1	EA	2,855.00	2,855.00	\$ 2,855.00	\$ 2,855.00
62	Step-down transformer, complete with grounding, and all related items and appurtenances complete in place	1	EA	5,957.00	5,957.00	\$ 5,957.00	\$ 5,957.00
63	Feeders from existing panel and step-down transformer, complete with conductors, conduit, and circuit breaker, and all related items and appurtenances complete in place	1	LS	1,679.00	1,679.00	\$ 1,679.00	\$ 1,679.00
64	Light fixtures under canopy, complete with lighting controls, mounting hardware, and all related items and appurtenances complete in place	18	EA	270.00	4,820.00	\$ 270.00	\$ 4,860.00
65	Receptacles on canopy structure, complete with junction boxes, waterproof covers, mounting hardware, and all related items and appurtenances complete in place	6	EA	790.25	4,741.00	\$ 790.25	\$ 4,741.50
66	Furnish and Install 2" Ø SCH 40 PVC underground electric conduit with wires, including structural backfill, related items and appurtenances, complete in place	222	LF		17,888.00	\$ 80.58	\$ 17,888.00
67	Furnish and Install 3/4" Ø SCH 40 PVC underground electric conduit with wires, including structural backfill, related items and appurtenances, complete in place	1,114	LF		25,725.00	\$ 23.09	\$ 25,725.00
68	Furnish and install 3/4" Ø rigid steel electrical conduit with conductors, including support brackets, fittings, connectors, related items and appurtenances, complete in place	400	LF		4,153.00	\$ 10.38	\$ 4,153.00
Total Section E. Electrical Items.....					67,818.00	\$	67,858.50
SECTION SUB-TOTAL.....					1,328,356.00	\$	1,339,384.08
Alternate Bid							
69	Remove & dispose of existing asphalt pavement, including related items and appurtenances, complete in place	382	SY	53.00	20,000.00	\$ 53.00	\$ 20,248.00
70	8" concrete pavement, including 6" raised concrete fuel islands, related items and appurtenances, complete in place	382	SY	130.00	49,660.00	\$ 130.00	\$ 49,660.00
71	6" lime stabilized subgrade, including related items and appurtenances, complete in place	382	SY	46.00	17,572.00	\$ 46.00	\$ 17,572.00

Submitted Total - \$757,388 (\$10,987.58 difference)

LUMP SUMS

*J.W.
1/11/25*

**Cost Proposal
 Fueling Center Reconstruction at Municipal Service Center
 RFP #25-007**

Item	Description	QTY	Unit	Unit Price	Total	Unit Price	Total
72	6% Lime (by weight), including related items and appurtenances, complete in place	8	TON	1,875.00	15,000.00	\$ 1,875.00	\$ 15,000.00
Total Alternate Bid Items.....					102,232.00	\$	102,478.00
SECTION SUB-TOTAL + ALT BID					1,430,588.00	\$	1,441,862.08

Submitted Total - \$1,430,589 (\$11,273.08 difference)

*J.W.
1/14/25*

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
FUELING CENTER RECONSTRUCTION AT
MUNICIPAL SERVICE CENTER**

CITY JOB NO. 700-ME-2525

RFP #25-007



CITY OF BRYAN

The Good Life, Texas Style.™

PREPARED BY

GLS

4077 Cross Park Drive #100

Bryan, Texas 77845

979-776-9700

www.glstexas.com

Date Issued November 12, 2024

Proposal Opening via Zoom December 3, 2024 @ 2:00 PM

**CITY OF BRYAN
PUBLIC WORKS DEPARTMENT
November 2024**

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Pursuant to Chapter 2269 of the Texas Government Code and other applicable law, the City of Bryan (the "City") is soliciting Competitive Sealed Proposals from qualified Offerors interested in providing construction services in connection with the construction of

**Fueling Center Reconstruction at Municipal Service Center
CITY OF BRYAN JOB NO. 700-ME-2525**

MANDATORY PRE-PROPOSAL MEETING: **WEDNESDAY, NOVEMBER 20, 2024 @ 10:00 AM C.S.T.** Meeting to be held in person at:

City of Bryan Municipal Service Center

1111 Waco Street

Bryan TX 77803

(979) 209-5900

SEALED Proposal packages will be accepted until **2:00 PM CST, December 3, 2024** and publicly opened and read aloud at the location via *zoom. The outside of the envelope must clearly be labeled with the proposer's name, the RFP name/number and the due date. Any Proposal received after the aforementioned closing time will be returned unopened. Deliver the sealed envelope to:

Please ensure bid number is written on the **OUTSIDE** of sealed package

RFP #25-007

Catherine Benavides, Buyer

City of Bryan, Purchasing Department

205 E. 28th Street

Bryan, Texas 77803

*Proposal Opening zoom information:

<https://us02web.zoom.us/j/87576550860?pwd=19wEepdkELrfQrbXxKHEIvWXgQUySM.1>

MEETING ID: 875 7655 0860

PASSCODE: 115681

DIAL IN: 1-346-248-7799 (U.S.)

*In order to ensure a fair and public process, all questions related to this Request for Proposals shall be addressed in writing, via the **Brazos Valley Online Bidding System** (<https://brazosbid.ionwave.net>) to the individual identified above prior to **10:00 AM CST on November 26, 2024**. Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Supervisor. Failure to observe this requirement may be grounds for rejection of the Proposal.*

Plans, Specifications and Information for Proposers are online at <https://brazosbid.ionwave.net> or may be examined at the Purchasing Department Office at 205 E. 28th Street, Bryan, Texas, (979) 209-5505. *No Proposal may in any way qualify, modify, substitute or change any part of the specifications or contract documents.*

The City believes that the data contained in these specifications is sufficient for the preparation of Competitive Sealed Proposals. Requests for additional information will be considered depending on the proposal time frame and the availability of the requested information. Such information will be submitted to all known Proposers simultaneously on

the website mentioned above.

Pursuant to Government Code Chapter 2269, subchapter D, the City of Bryan may enter into a contract with the Offeror meeting all the qualifications and specifications that submits the Competitive Sealed Proposal that offers the best value to the City. The City will evaluate and rank Proposals considering the selection criteria and weighted value set forth in the request for Proposals. The City of Bryan reserves the right to accept or reject any or all Proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous and to award the Proposal to the vendor offering the best value to the City of Bryan. Additionally, all Proposers 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 Proposer as it relates to their ability to perform the contract for the City of Bryan.

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 have been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

J.W. Polka

12.3.24

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:

J.W. Polka

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:

City of Bryan

Fueling Center Reconstruction at Municipal Service Center

RFP# 25-007

A-1 Pump Inc. – Additional Bid Information

- A. Cost of Proposal located on “Cost Proposal Sheet” provided by City of Bryan
Included in this packet
- B. Schedule of work
 - a. Proposed start date : A1 Pump can start project on January 15th, 2025
 - i. NOTE : Tank manufacturing has 8 week lead time from date order placed
 - ii. Suggest not to start until UST (underground storage tanks are ready)
 - b. Total estimated time of construction from start date to finish is 150 days
 - c. Sequence of construction events
 - i. Demo existing fuel island
 - ii. Remove existing tanks
 - iii. Dig and set new tanks : to include backfilling and covering old tank pit
 - iv. Complete product piping and electrical work
 - v. Construction new fuel canopy
 - vi. Pour concrete and pavement
 - vii. Set and install new above ground fueling equipment
 - d. Projected rain delay days : 20 days
- C. Project Lead : Kevin Prichard – Owner and Principal of A-1 Pump Inc.
 - a. Additional personnel information available on request
- D. Available on request
- E. A-1 Pump Address : 6125 E. Hwy 21 W, Bryan, TX 77808
 - a. 7 miles from proposed job site

TO THE CITY OF BRYAN
BRYAN, TEXAS

COMPETITIVE SEALED PROPOSAL

DATE: 12.3.24

Proposal of A-1 Pump INC.
a corporation organized and existing under the laws of the State of TEXAS ;
or a partnership consisting of _____ ;
or an individual trading as _____ ;

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 the Standard City of Bryan Construction Contract, of which this proposal, the general conditions, the plans, specifications, special provisions, payment and performance bonds, and advertisements are a part, within 5 business days from the date of Notice of Intent to Award this proposal. The undersigned further agree to provide the City all submittals required by this contract within ten (10) business days from Notice of Intent to Award, and agree to provide to the City executed Performance and Payment bonds within seven (7) business days after City Council Award of Contract. In case the undersigned fails to meet the above obligations within the specified times, the undersigned will be considered as having abandoned it, and the Cashier's Check or Proposer's Bond in the amount of five percent (5%) of the total amount proposal 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. All proposals shall be accompanied by a proposal bond in the amount of five percent (5%) of the total proposal amount payable to the City of Bryan, from a surety company authorized to do business in Texas as a guarantee that the proposer will fulfill the above-mentioned obligations. The bond must bear the impressed seal of the surety company and the name of the proposer, and be signed by the proposer and an authorized representative of the surety company. Powers of attorney must be attached to the proposal bond.

The undersigned further agree that the proposal guaranty may be retained by the City of Bryan, Texas provided the undersigned is one of the three highest ranked proposers, and that said proposal guaranty shall remain with the City of Bryan until the contract has been signed by the successful proposer; otherwise, proposal guaranty may be obtained from the City Purchasing Department after forty-eight hours from the time of opening the CSPs.

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 Proposals on this work, and to do the work for the following proposal item unit prices, their associated extended totals and sum of extended totals as listed on the following tabulation forms:

CERTIFICATION OF COMPETITIVE SEALED PROPOSAL

Fueling Center Reconstruction at Municipal Service Center

RFP #25-007

The undersigned certifies that he has fully read and understands this "Request for Proposal" 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 Proposal, that this Proposal has not been prepared in collusion with any other Contractor, and that the contents of this Proposal have not been communicated to any other Contractor prior to the official opening of this Proposal. Additionally, the undersigned affirms that the contractor is willing to sign the enclosed Standard Form of Contract, if awarded the proposal.

By signing below, the CONTRACTOR certifies that neither the signatory, nor any co-owner of the CONTRACTOR, is related to a member of the City Council of the City of Bryan within the third degree of consanguinity (blood) or within the second degree of affinity (marriage).

Signed By: J.W. Polka Title: Sales

Typed Name: J.W. Polka Company Name: A-1 Pump Inc.

Phone No.: 979.778.2418 Fax No.: _____

Email: jw.polka@alpumpinc.com

Proposal Address: 1111 WACO ST. BRYAN TX 77803
P.O. Box or Street City State Zip

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

Remit Address: PO 4299 BRYAN TX 77805
P.O. Box or Street City State Zip

Federal Tax ID No.: 74-2458532

Date: 12.3.24

Payment Notice: The City of Bryan has partnered with PaymentWorks to automate our vendor management process for payments related to goods and services provided to the city. This protects the financial information of our payees, eliminates payment fraud, and ensures regulatory compliance.

All new vendors and/or vendor updates must be invited to register by the City of Bryan through the PaymentWorks secure site. Existing vendors will be invited to register over the next several months but this will not preclude conducting business prior to registration through PaymentWorks. For more information, please contact us at VendorInfo@bryantx.gov

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 their RFP, 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.

TIME OF COMPLETION: The undersigned agrees to complete the work within **360** 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 proposer is willing to sign the City's Standard Form of Contract as reflected in the specifications, if awarded the contract.

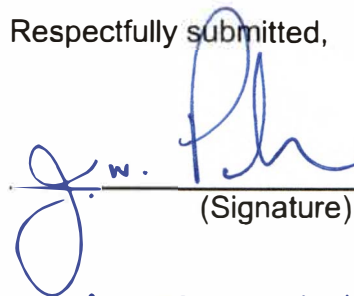
Acknowledgement for Receipt of Addendums:

Addendum Number _____ Initial _____

Addendum Number _____ Initial _____

Addendum Number _____ Initial _____

Respectfully submitted,



(Signature)

6125 E. HWY 21

(Address)

BRYAN, TX 77808

(City, State, Zip)

NOTE: Fill in with ink and submit complete with attached Proposal.

EXHIBIT C

Insurance Requirements

Contractor agrees to procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Professional Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

If the Contractor fails to maintain the required insurance, the City shall have the right to withhold payment to Contractor until coverage is reinstated or to terminate the contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL).** Contractor shall maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than **\$5,000,000 each occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, property damage, bodily injury, and personal and advertising injury, and liability assumed under an insured's contract.
 - 1.2 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance.
2. **Business Automobile Liability (AL).** Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit not less than **\$5,000,000 each accident**.
 - 2.1 Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - 2.2 Coverage shall be written on ISO form CA 00 01, CA 00 08, CA 00 09.
3. **Workers' Compensation (WC).** Contractor shall maintain workers compensation insurance with **Texas Statutory Limits** and Employers Liability insurance with a limit of not less than **\$1,000,000** per accident for bodily injury or disease.
 - 3.1. **This policy shall be endorsed with a waiver of subrogation in favor of the City** for all work performed by the Contractor, its employees, agents, and subcontractors.
4. **Builder's Risk (Course of Construction).** Contractor shall maintain builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage.
 - 4.1. Coverage shall **name the City as a loss payee** as their interest may appear.

5. **Pollution Legal Liability and/or Asbestos Legal Liability.** Contractor shall maintain pollution legal liability and/or asbestos legal liability insurance applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising out of the scope of the contractor's services as defined in this contract. If non-owned disposal sites are used for disposal of wastes, these sites shall be specifically covered under the Pollution Liability policy.

"Pollution Condition(s)" means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

Coverage shall be written subject to limits not less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

5.1 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance.

5.2 If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that coverage will be maintained or an extended discovery period will be exercised for a period of **at least five (5) years after completion of the contract of work.**

5.3 If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall *include microbial matter, including mold.*

5.4 A copy of the claims reporting requirements must be submitted to the City within 5 days of the City's written request.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the City in this contract.

Self-insured retentions must be declared and approved by the City. The City may require the contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the

retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

General Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Coverage.** For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage as respects the City, its officers, officials, employees, and volunteers. There shall be no modification to make it excess over other available insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
2. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage **shall not be canceled, except with notice to the City.** If the City 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.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the City.
4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Evidence of Insurance.** Contractor shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work commences. However, failure to obtain the required documents prior to the work beginning or failure to identify a deficiency from evidence that has been provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance, or as a waiver to the enforcement of any of these provisions. Contractor shall provide certified copies of all required insurance policies within 10 days of City's written request of said copies.
6. **Subcontractors.** If the Contractor's insurance does not afford coverage on behalf of any subcontractor hired by the Contractor, the Contractor shall require and verify that all subcontractors shall maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is and additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.