

Prepared for:



## IH 10 UNDERGROUND ELECTRIC CROSSING



Prepared by:



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

CIVIL ● ELECTRICAL ● SURVEYING

A FULL SERVICE COMPANY



IH 10 UNDERGROUND ELECTRIC CROSSING

\* \* \* \* \*

SEGUIN CITY COUNCIL

Don Keil – Mayor

Earnest Leal

Jeannette “Jet” Crabb

Nick L. Carrillo

Tomas V. Castellon, Jr.

Carlos Medrano

Fonda Mathis

Donna Dodgen

Bob Pees

Douglas G. Faseler, City Manager

Ricardo Cortes, Assistant City Manager

Thalia Stautzenberger, City Secretary

**Clarence Smith, Director of Utilities**

**\*\*Contact Person for Project\*\***

**(830) 401-2405**

**FAX (830) 401-2414 CELL (830) 433-1279**

M & S ENGINEERING, LLC

P.O. BOX 970

SPRING BRANCH, TEXAS 78070

May 2015

**CITY OF SEGUIN**  
**DISTRIBUTION ENGINEERING PLANS**  
**ENGINEER'S CERTIFICATION**

I certify that these Distribution Engineering Plans were prepared by me and those under my supervision and that I am a duly registered professional engineer under the laws of the State of Texas.

A listing of the projects included herein is listed below:

PROJECT	LOCATIONS
IH 10 UNDERGROUND ELECTRIC CROSSING	Seguin, Texas

5/8/2015

\_\_\_\_\_  
Date

Brian Scott Meuth

By: \_\_\_\_\_



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Special Instructions

### **Proposal**

Proposal Form with Addendum's  
Bid Form for IH 10 UD Crossing  
Contractor Completion Agreement  
Conflict of Interest Questionnaire (Completed by Contractor)\*\*\*\*\*

### **Total Summary Sheet**

Bid Totals Summary Sheet

### **Standard Form of Agreement**

Standard Form of Agreement  
Performance Bond  
Payment Bond

### **General Contract Conditions**

General Conditions of Bidding

### **Technical Specifications**

High Density Polyethylene Pipe and Fittings  
Underground Manhole Design (12'x6'x7')  
\*\*General Contractor will be issued "Full Set" of City of Seguin Specifications for overhead/underground construction standards.

## **INVITATION FOR BIDS**

Sealed bids addressed to the City Manager of the City of Seguin, Guadalupe County, Texas will be received at the Seguin City Hall, 205 North River, Seguin, Texas, 78155, until **2:30 P.M., May 26, 2015 (CDST)** for the **IH-10 UNDERGROUND ELECTRIC CROSSING**. The bids will be publicly opened and read aloud at the Seguin City Hall at 3:00 P.M. Bids shall be submitted in a sealed envelope (8 ½" x 11" minimum), clearly marked as follows:

**SEALED BID:  
IH 10 UNDERGROUND ELECTRIC CROSSING  
Bid Package No. TF-2015-30  
To be opened at 3:00 P.M., Tuesday, May 26, 2015**

Principle items of construction will include:

the installation of underground casing, PVC conduit, two (2) underground manholes underneath IH-10, and removal/abandonment of existing underground manholes. Abandonment of two (2) underground manholes may include backfilling with flowable fill.

Each bid must be accompanied by a certified or cashier's check, or an approved bidders bond in an amount not less than 5% of the maximum total bid, payable to the City of Seguin, Texas without recourse, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds on the forms provided, within ten (10) working days after the award of contract.

Bidding forms, plans, and specifications may be obtained from the City of Seguin website [www.seguintexas.gov/bid\\_opportunities](http://www.seguintexas.gov/bid_opportunities).

**A pre-bid conference will be held Monday, May 18, 2015 at 1:30 p.m. in the Utilities Warehouse Conference Room, 816 Fred Byrd Drive, Seguin, TX 78155.**

The City of Seguin reserves the right to reject or accept any or all bids or combination of bids and to waive informalities.

**Douglas G. Faseler, City Manager  
CITY OF SEGUIN, TEXAS**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Date Organized: \_\_\_\_\_ Date Incorporated \_\_\_\_\_

Number of Years in contracting business under present name: \_\_\_\_\_

**CONTRACTS ON HAND**

Contracts	Dollar Amount	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

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

Project	Dollar Amount	Mo/Yr Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for this contract:  
\_\_\_\_\_  
\_\_\_\_\_

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

Credit available:\$\_\_\_\_\_ Bank reference:\_\_\_\_\_

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_  
(Signature) (Title)

**Instruction to Bidders**  
**for MATERIALS / EQUIPMENT**

1. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to M & S Engineering, LLC. No less than seven (7) days prior to bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquires as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.

2. Alternate bid items

No alternate bid or bid items will be considered unless they are specifically requested by the technical specifications.

3. Bids

- a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b) All bids must be regular in every respect and not interlineations, excisions, or special conditions may be made or included by the bidder.
- c) Bid documents, including the bid, and the bid bond shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of the bid opening.
- d) The City of Seguin may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e) If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any.

4. Bid Modifications Prior to Bid Opening

- a) A Bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the City of Seguin prior to the closing time. The written communication should not reveal the bid price but should provide the addition,

subtractions or other modifications so that the final prices or terms will not be known by the City of Seguin until the sealed bid is open.

- b) Likewise, any Bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the City of Seguin until the sealed bid is open.

5. Bid Bond

Each bid must be accompanied by cash, certified check of the Bidder or a bid bond, duly executed by the Bidder as principal and having as surety thereto a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within ten days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

7. Time for Receiving Bids

Bid received prior to the advertised hour of opening shall be kept securely sealed. The officer to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

8. Opening of Bids

The City of Seguin shall, at the time and place fixed for the opening of bids, cause each bid to be publicly opened and read aloud, irrespective of any irregularities therein.

9. Withdrawal of Bids

Bidder may withdraw the Bid before the time fixed for the opening of Bids by communicating his purpose in writing to the City of Seguin. Upon receipt of such notice, the unopened Bid will be returned to the Bidder. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.

10. Award of Contract/Rejection of Bids

The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date.

The City of Seguin reserves the right to reject any or all bids and to waive any informality of bids received where such rejection or waiver is in its interest.

11. Execution of Agreement

The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature shall constitute a default and the City of Seguin may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the City of Seguin may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City of Seguin for a refund.

12. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, or national origin.

## **General Contract Conditions**

### **MATERIALS / EQUIPMENT**

#### 1. Materials and Workmanship

- a) Unless otherwise specifically provided for in the Technical Specifications, all materials and articles utilized in the work shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as “equal to” any particular standard, the Engineer shall decide the question of equality.
- b) The successful bidder shall furnish to the City of Seguin for approval the manufacturer’s detailed specification for all mechanical, other special equipment and all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
- c) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical specifications shall have full force and effect as though printed therein.

#### 2. Samples and Tests

All testing of materials required under these specifications shall be performed by an approved agency for testing materials. The Contractor shall make the nomination of the laboratory and the payment for such services. The Contractor will pay for any retest required because of failure of the initial test.

#### 3. Compliance with Air and Water Acts

- a) In compliance with the Clean Air Act, as amended, 41 U.S.C. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto the Contractor agrees that:
  - Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
  - S/he will comply with all requirements of Section 114 of the Clean Air Act, as amended.
- b) Materials shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

4. Equal Employment Opportunity

- a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and select for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Seguin.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin
- c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- e) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- f) Nothing herein provided shall be construed as a limitation upon the applicant of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

5. Affirmative Action for Handicapped Workers

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance of employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment

practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6. Failure to Complete on Time

The time of completion is the essence of the contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the Owner, or as automatically increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule will not be deducted from the monies due the Contractor, not as a penalty but as liquidated damages.

AMOUNT OF CONTRACT AMOUNT OF LIQUIDATED DAMAGES PER DAY

Less than \$500,000	\$ 250.00
\$500,000 to \$750,000	\$ 300.00
\$750,000 to \$1,000,000	\$ 400.00
Over \$1,000,000	\$ 500.00

This sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but it shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages and the Owner may withhold from the Contractor's compensation such sum as liquidated damages.

## **Instruction to Bidders**

### **For Construction**

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations and Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to the City of Seguin or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

3. Inspection of Site

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

- a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b) All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

- c) Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d) The City of Seguin may consider irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e) If the contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a) A Bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the City of Seguin prior to the closing time. The written communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the City of Seguin until the sealed bid is open.
- b) Likewise, any Bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the City of Seguin until the sealed bid is open.

7. Bid Bond

Each bid must be accompanied by cash, certified check of the Bidder or a bid bond, duly executed by the Bidder as principal and having as surety thereto a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within ten days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that proposal a statement of the bidder's qualifications. The City of Seguin shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City of Seguin all such information and data for this purpose as it may request. The right is reserved to reject any bid where an

investigation of the available data does not satisfy the City of Seguin that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

12. Opening of Bids

The City of Seguin shall, at the time and place for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating his purpose in writing to the City of Seguin. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

- a) The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The City of Seguin reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b) The City of Seguin reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

15. Execution of Agreement/Performance and Payment Bonds

- a) Performance and Payment Bonds require all prime contractors which enter into a formal contract in excess of \$50,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work, and a performance bond for public works contracts in excess of \$100,000.
- b) The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Seguin may grant, shall constitute a default and the City of Seguin may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the City of Seguin may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City of Seguin for a refund.

16. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, or national origin.

**ATTACHMENT A**

(Revised 2/18/14)

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**INSURANCE**

**SECTION A.** Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

**INSURANCE COVERAGE REQUIRED**

**SECTION B.** CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

**SECTION C.** Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

<b><u>TYPE</u></b>	<b><u>AMOUNT</u></b>
1. <b>Workers' Compensation and Employer's Liability</b>	Statutory
<b>NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.</b>	
2. <b>Commercial General (public) Liability</b> including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent with an aggregate limit of \$1,000,000.
b. Independent contractors	
c. Products/completed operations	
d. Personal injury	
e. Advertising injury	
f. Contractual liability	
g. Medical payments	
h. Professional liability*	
i. Underground hazard*	
j. Explosion and collapse hazard*	
k. Liquor liability*	
l. Fire legal liability*	
m. City's property in Contractor's* care, custody, or control	
n. Asbestos specific liability*	
* <b>Not required for this contract</b>	
3. <b>Comprehensive Automobile Liability</b> insurance, including coverage for loading and unloading hazards, for:	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or equivalent.

- a. Owned/leased vehicles
  - b. Non-owned vehicles
  - c. Hired vehicles
4. **Errors and Omissions** insurance policy (when applicable) Provide a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

**ADDITIONAL POLICY ENDORSEMENTS**

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

**REQUIRED PROVISIONS**

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name the City of Seguin and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

**NOTICES**

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department  
 City of Seguin  
 P.O. Box 591  
 Seguin, Texas 78156

**SECTION D.** Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

**WORKERS COMPENSATION INSURANCE**  
**for**  
**Building or Construction Projects and Services Provided at City-Owned Facilities**

**TEXAS WORKERS' COMPENSATION COMMISSION RULE 28 § 110.110**

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As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

**Workers' Compensation Insurance Coverage**

**A. Definitions:**

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.
3. Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

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

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

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

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and

stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. Obtain from each other person with whom it contracts, and provide to the Contractor:
    - a. A certificate of coverage, prior to the other person beginning work on the project; and
    - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

**CITY OF SEGUIN  
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent  
and submitted with bid proposal.**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

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

\_\_\_\_\_  
Agent (Print)

Name of Agency/Broker: \_\_\_\_\_

Address of Agent/Broker: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Agent/Broker Telephone #: (        ) \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

(Print or Type)

**NOTE TO AGENT/BROKER**

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451

## **SPECIAL INSTRUCTIONS**

### **1. SCOPE OF PROJECT**

- 1.1 The City of Seguin (herein called the OWNER) invites proposal for IH 10 UD CROSSING.
- 1.2 LOCATION IS: IH 10/BUS. 123 INTERSECTION.
- 1.3 Installation of casing underneath IH 10, includes grout, sealing ends and spacer installations.
- 1.4 Installation of (2) underground manholes (12' x 6' x 7').
- 1.5 Installation of HDPE, PVC conduit (4"-2") including couplings and sweeps. If HDPE is used contractor responsible for fusing and all required connections.
- 1.6 All above units of work in scope of project shall be installed in accordance with the plans and specifications provided by the CITY OF SEGUIN.
- 1.7 Contractor required to "run" mandrell through all uninstalled HDPE/PVC conduit and installation of 1000# mule TAPE (with distances noted on tape).
- 1.8 Contractor shall be responsible for providing correct and proper TRAFFIC CONTROL MEASURES.
- 1.9 All inspections shall be performed by CITY OF SEGUIN.
- 1.10 Contractors shall be responsible for calling in for all LINE LOCATES before any digging is initiated.
- 1.11 All required customer outages for transfer or installation of new/existing electric equipment shall be coordinated with and approved by CITY OF SEGUIN before disconnecting customer electric power service.
- 1.12 TxDOT (Texas Department of Transportation) permits will be obtained by CITY OF SEGUIN.
- 1.13 Contractor responsible for obtaining TxDOT Traffic Control Permit Plans in scope of project.

### **2. PROPOSALS AND METHOD OF BIDDING**

- 2.1 The proposal consists of various major items of work. Bidders will provide prices for each item in the proposal. The prices will be entered in the appropriate spaces in both script and figures. Should the Bidder have costs for any incidental work where a

bid item does not occur, the costs of such work will be reflected in the unit costs of the bid items in the proposal. No separate payment will be made for any work other than those items occurring in the proposal.

2.2 Bidders shall bid all items in the proposal.

### **3. OBLIGATION OF BIDDER**

3.1 At the time of the opening of bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid.

### **4. RECEIPT AND OPENING OF BIDS**

4.1 Bids will be received at Seguin City Hall, 205 North River St., Seguin, Texas 78156, until 2:30 P.M., May 26, 2015 (CST). Any bid received after closing time will be returned unopened. The bids will be publicly opened and read aloud at the Seguin City Hall at 3:00 p.m. Bids shall be submitted in a sealed envelope (8 ½" x 11" minimum). Clearly marked as follows:

**SEALED BID  
IH 10 UNDERGROUND ELECTRIC CROSSING  
City of Seguin Bid Package No. TF-2015-30  
To be opened at 3:00 p.m., Tuesday, May 26, 2015**

The City will conduct a Pre-Proposal Conference on May 18, 2015 at 1:30 p.m., in the City of Seguin Utility Warehouse conference room, 816 Fred Byrd Drive, Seguin, Texas 78155. Attendance at this conference is not required to submit a proposal.

### **5. BID SECURITY**

5.1 Each bid must be accompanied by cash, certified check of the Bidder or a bid bond, duly executed by the Bidder as principal and having as surety thereto a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned within sixty (60) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

5.2 Any cash, check or bid bond is a guarantee that the Bidder will enter into a Contract and execute performance and payment bonds on the forms provided, within ten (10) days after the award of Contract to him. Failure to execute these documents within the required time shall be justification for the Owner to consider this a forfeiture of the security by the Bidder to the Owner.

## **6. QUALIFICATIONS OF BIDDER**

- 6.1 The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- 6.2 The Owner may request a list of recent projects of equal difficulty and size that the low bidder has performed. Bidders hereby agree to supply such a list prior to award upon request to the Owner. Quantity or proportionate share of the project to be performed by subcontractors not on the prime contractor's payroll will be considered by the Owner.
- 6.3 The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work therein.

## **7. TIME OF COMPLETION AND LIQUIDATION DAMAGES**

- 7.1 Bidder must agree to commence on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the construction of the project within the number of calendar days proposed on the last sheet of the proposal, or pay as liquidated damages the sum for each consecutive calendar day thereafter as hereinafter provided in the General Information.

## **8. SECURITY FOR FAITHFUL PERFORMANCE**

- 8.1 Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The Surety on such bond or bonds shall be duly authorized surety company satisfactory to the Owner.

## **9. POWER OF ATTORNEY**

- 9.1 Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **10. LAWS AND REGULATIONS**

- 10.1 The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having

jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

## **11. SUBCONTRACTS**

11.1 The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a Contract under this Contract must be acceptable to the Owner and Engineer.

## **12. PAYMENTS**

On or before the 25<sup>th</sup> day of each month, the Contractor shall prepare and submit to the Engineer an application for payment showing as completely as practicable the total value of the work done by the Contractor up to and including the last day immediately preceding the date of such application and the value of all sound materials delivered on the site of the work that are to be fabricated into work.

The Engineer shall verify Contractor's application, shall either approve or modify the total value of the work done by the Contractor and the value of Materials delivered to the site, and shall submit to Owner such application for payment as approved or modified with Engineer's verification affixed thereto on or before the 5<sup>th</sup> days of the month following the receipt of the application from Contractor.

The Owner shall pay the Contractor on or before the 25<sup>th</sup> day of the month in which the Owner receives the approved application from the Engineer the total amount of the approved and verified application, less ten (10) percent of the amount thereof, which ten (10) percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the Owner may, upon written recommendation of the Engineer, pay a reasonable and equitable portion of the retainage to the Contractor, or the Contractor, at the Owner's option, may be relieved of the obligation to fully complete the work and, thereupon, the Contractor shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment." Any such payments of retainage by Owner to Contractor prior to final payment must be agreed to in writing by the surety or sureties on Contractor's payment and performance bonds.

The Contractor shall submit to the Engineer, copies of the material invoices with the application for payment. No payment will be made to the Contractor until the quantities or work submitted have been checked and verified by the Engineer.

## **13. METHOD OF AWARD**

13.1 An award will be made to only one Contractor. The award may be made for the lowest base bid or the lowest base bid including alternate bid item(s), if applicable.

13.2 The Owner reserves the right to waive informalities, to reject any or all bids, and to accept the bid most advantageous to the public interest. The right is also reserved to increase or decrease the total proposal amount by 25%, by increasing or decreasing quantities if the total proposal exceeds or is below the funds available. The right is also reserved to eliminate any item(s) in the proposal if the total proposal exceeds the funds available.

#### **14. ENGINEER**

14.1 The word “Engineer” as used herein refers to M & S Engineering, LLC., P.O. Box 970, Spring Branch, Texas 78070, 830-228-5446. Larry Abel – 830-660-2792.

#### **15. TRAFFIC CONTROL**

15.1 The Contractor will be responsible for furnishing and using all barricades, warning lights, signs, etc. necessary to protect his work and maintain traffic flow satisfactory to the Owner and TX DOT. Warning devices shall be as required in the Texas Manual on Uniform Traffic Control Devices. A Traffic Control Plan may possibly be required by TX DOT, including all Traffic Control Permits in scope of project.

#### **16. OWNERSHIP OF PROJECT**

16.1 Until final acceptance of the total project by the Owner and Engineer, the Contractor shall take full responsibility for the welfare of the partially completed work. Damage to the Contractor’s work from any cause shall be repaired at the Contractor’s expense.

#### **17. REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS**

17.1 The Contractor shall repair or replace all fences, concrete walls, sidewalks, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the Contractor due to his operations on this project, to a condition equal to or better than their condition before construction, at no additional expense to the Owner. No direct payment will be made for this item.

#### **18. MAINTENANCE GUARANTEE**

18.1 The Contractor shall maintain and guarantee the work, which he does against defective workmanship and materials for a period of one (1) year from the date of final acceptance of the work by the Owner.

18.2 Prior to the expiration of the one (1) year warranty period, the City will conduct a thorough inspection of the improvements to verify the integrity of the project. This inspection will include visual examination of the improvements and may include other inspection techniques to verify the integrity of the improvements.

18.3 Where defective workmanship and/or materials are discovered, requiring repairs to be made under this guarantee, all such repair work shall be done by the Contractor at his own expense within five (5) days after written notice of such defect has been given to him by the Owner. Should the Contractor fail to repair such defective workmanship and/or materials within five (5) days after being notified, the Owner may make the necessary repairs and charge the Contractor with the actual cost of all labor and materials required.

18.4 The Contractor shall arrange to have his faithful performance bond run for a period of one (1) year after the date of completion of the construction work to cover his guarantee as set forth above.

## **19. CLEAN-UP**

19.1 After construction work is completed and before final acceptance of improvements by Owner, Contractor shall remove all debris from site of project, including all existing debris to an approved place of disposal. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be remove in such a manner as to leave the site of work in a neat and presentable condition throughout; and restore in an acceptable manner all property damaged in the progress of this work. No direct payment will be made for clean-up.

## **20. EXCAVATION**

20.1 Excavation in this Contract shall be **unclassified**. There is no separate pay item under this Contract for excavation and its cost shall be included in such pay items as are provided in the Contract and proposal.

## **21. AFFIDAVIT OF BILLS PAID**

21.1 Upon completion of the project and final acceptance by the Owner and Engineer, the Contractor shall be required to furnish the Owner with an Affidavit certifying that all suppliers and subcontractors have been paid, before final payment will be made by Owner.

## **22. ADDENDA AND INTERPRETATIONS**

22.1 No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to M & S Engineering, LLC., P.O. Box 970, Spring

Branch, Texas 78070, 830-228-5446, and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids.

22.2 Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than seven (7) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## **23. EXISTING UTILITIES**

23.1 Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, sprinkler systems, etc.) are shown on the plan if their location has been determined, but it shall be the responsibility of the Contractor to avoid damaging these existing structures whether or not they are shown on the plans. The Owner and Engineer assume no responsibility for failure to show any or all of those structures on the plans or to show them in their exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. If any structure is damaged by the Contractor it shall be his responsibility to repair the damage at his own expense and restore the structure to its functional use.

## **24. RECORD DRAWINGS**

24.1 The Contractor will be furnished one set of plans on which he shall indicate changes made during construction. All notes and comments necessary to give a clear conception of exactly how all items were constructed including location shall be shown. This set of plans shall be reviewed with the Engineer at the completion of the project and returned to the Engineer at that time.

## **25. PRECONSTRUCTION CONFERENCE**

25.1 After award and execution of a contract between the Owner and Contractor, a formal preconstruction conference will be held in City Hall prior to commencement of the work. This conference will include review of technical specifications in order to insure clarity as to the type of construction machinery to be used, construction methods to be used, and materials to be used, obligations of both the Contractor and the City forces, and the method of inspection and decision-making to be used during this project.

## **26. ORDER OF CONSTRUCTION/WORKING HOURS**

26.1 The Contractor shall submit to the Engineer prior to the pre-construction conference a construction schedule, which shall meet the Engineer's approval before construction can begin. The Contractor shall perform all construction activities between 8:00a.m. to 5:00p.m., Monday through Friday only. However, the Contractor may be allowed to work weekends and holidays upon the Director of Utilities written approval.

## **27. CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR PERFORMANCE OF WORK**

27.1 Is expressly understood and agreed to be the Contractor that, regardless of the extent of inspection and supervision provided by the Owner and the Engineer, it is the Contractor's responsibility to perform and complete work in accordance with the drawings and specifications, and that the Owner and Engineer have no liability or responsibility whatever to the Contractor for any work performed by the Contractor which is not in accordance with the drawings and specifications regardless of the time when discovered and whether discovered at any time during the course of construction or after acceptance of the work.

27.2 The Engineer shall inform the Contractor of any work that is not in accordance with the drawings and specifications when it becomes known to him. If any work is performed which is not in accordance with drawings and specifications and is not discovered until a later time, neither the Owner nor the Engineer shall have any responsibility to the Contractor, or be liable to the Contractor for the correction or removal of unsatisfactory work or of any work subsequently performed or affected by it.

27.3 The correction or removal of such unsatisfactory work and the replacement with satisfactory work shall be performed by the Contractor at his own expense, and is understood to be fully included in his contract requirements, without any additional compensation or claims upon the Owner or Engineer.

## **28. NOTIFICATION OF CONSTRUCTION PROGRESS**

28.1 The Contractor shall keep the Owner and the Owner's Engineer informed as to his construction progress. The Contractor shall give the Owner's Engineer sufficient notice so that he or his representative may be present for inspection of reinforcing and pouring of concrete.

## **29. CHANGE OF LOCATION**

29.1 No change in the alignment is contemplated; however, should a change be necessary, the Owner reserves the right to make such changes; unless it can be clearly shown that such changes would result in an undue hardship on the Contractor, no extra compensation will be allowed the Contractor.

### **30. SEARCHING FOR EXISTING UTILITIES**

30.1 Existing sewer mains may be difficult to locate. The approximate location of these facilities has been shown on the plans (“EXISTING UTILITIES” above), and City forces with budget constraints have not produced exact locations. The Contractor will be required to excavate and locate these facilities, and to conduct such investigations as necessary to perform the work contemplated on the plans. The Owner will provide liaison with property owners and the limited information it has concerning existing locations, sizes, materials, etc., but any delays or investigations required of the Contractor shall be deemed incidental to the project. **No separate payment will be made.** No machine time will be provided by the Owner in this regard.

### **31. SALVAGE RIGHTS**

31.1 Old valves, appurtenances of any kind, street paving materials, etc., excavated, removed, or produced during the project by the Contractor shall be disposed of properly and according to current laws. No separate payment will be made.

31.2 The City of Seguin does not have an active landfill.

### **32. DISPOSAL OF EXCAVATED MATERIALS**

32.1 All excavated materials not used in backfilling will be disposed of by the Contractor at a site obtained by the Contractor and approved by the Owner. Disposal of excavated materials shall be in accordance with all rules and regulations of the Texas Commission on Environmental Quality (TCEQ). Any pieces of material such as broken concrete, asphalt, or pipe measuring twelve inches (12”) or larger in any dimension, shall be disposed of by the Contractor at an approved landfill or as directed by the Owner. Spoil areas shall be leveled with a motor grader for future mowing. The Contractor shall include in his bid the cost to dispose of the materials.

### **33. SUBMITTAL DATA**

The Contractor shall furnish submittals for any such parts of the work and equipment as set forth in the specifications and indicated on the plans. The procedures for review of the submittals shall be as follows:

33.1 The Contractor shall submit to the Engineer for his review, four (4) prints of drawings, plus whatever number of prints the Contractor desires to be returned to him. The submittal prints shall be accompanied by a letter of transmittal, which shall be of the form supplied by or approved by the Engineer.

33.2 When a drawing is satisfactory to the Engineer, the number of prints the Contractor desires returned to him will be stamped or marked, “Approved as

Corrected” or “Approved as Submitted”, will be dated and will be returned to the Contractor by letter.

33.3 Should a drawing be unsatisfactory to the Engineer, he will stamp thereon “Revise and Resubmit” or “Rejected”, and will return corrections and changes. The Contractor shall revise and resubmit the working drawings, as required by the Engineer, until satisfactory review thereof is obtained.

33.4 The Contractor shall allow sufficient time for preliminary review, correction and re-submission, and final review of all working (shop) drawings. The Contractor should allow not less than fourteen (14) days for each review. Drawings of items critical to job progress, when requested in writing by the Contractor, will be given priority review.

#### **34. SANITARY FACILITIES**

34.1 The Contractor shall provide chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the Engineer and maintenance of same must be satisfactory to the Engineer at all times.

#### **35. WITHDRAWAL OF BIDS**

35.1 Contractors may withdraw their bid at any time until the specified closing time for acceptance of bids. After the specified time, no bid may be withdrawn for a period of sixty (60) days or until a contract is awarded, whichever occurs first.

#### **36. SUB-SURFACE CONDITIONS**

36.1 It shall be the responsibility of the Contractor to satisfy himself as to the soil conditions and nature and type of geological formations in and through which this project will be constructed, and to make appropriate allowances in the proposal he submits for doing the work. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.

#### **37. BID PROPOSALS**

37.1 Bidders are requested to submit bids on all bid items as listed in the proposal, so that an adequate evaluation of the total project can be made.

37.2 The Owner reserves the right to reject any or all bids, or to accept the bid or combination of bids that they deem most advantageous to the public interest. Generally, contracts will be awarded on the basis of the lowest and best bid for each proposal.

37.3 Bidders must submit their bids based on the design as set forth in the plans and specifications. Any bids submitted on the basis of unspecified alternate designs will be immediately rejected and returned to the bidder.

37.4 The prices bid in the Proposal shall be full compensation for furnishing all material, labor, equipment, and performing all operations required to complete the project ready for use. All materials, labor, equipment, and work required to complete the project ready for use, must be included in the price bid for the various items provided in the Proposal and no other compensation will be allowed.

Prices in the proposal shall be stated in both script and numerals.

### **38. CONTRACT DRAWINGS AND SPECIFICATIONS**

38.1 All items shown on the drawings or included in the specifications shall be furnished, installed, and connected with accessories and appurtenances as shown or indicated on the plans and in the specifications.

38.2 Any work or item called for on the drawings and not particularly mentioned in the specifications, or work and items described in the specifications and not shown on the drawings is to be regarded as included under the contract the same as if set forth in the specifications and exhibited on the drawings.

### **39. SETTLEMENT OF INSURANCE CLAIMS**

39.1 Losses insured under policies that include Owner/Engineer as a named insured shall be adjusted with Owner/Engineer and made payable to Owner/Engineer as trustee for the insured's, as their interests may appear.

39.2 Owner/Engineer and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance, except such rights as they may have to insurance proceeds held by owner as trustee. Contractor shall require similar waivers by Subcontractor as provided in General Conditions.

### **40. SPECIFICATIONS**

40.1 The Specifications which govern materials and equipment to be furnished and the work to be performed under this contract are listed in the Table of Contents at the beginning of this volume.

### **41. BUY AMERICAN**

41.1 In accordance with the Buy American provision in Public Law 95-117 (section 215 of Public Law 92-500 as amended) the Contractor agrees that preference will be

given to domestic material, by the contractor, subcontractors, material men, and suppliers and owner in the performance of this contract.

#### **42. NO SEPARATE PAYMENT**

42.1 Several notes on the plans indicate work to be performed with “No Separate Payment”. Contractor shall include the cost of this work in other bid items provided.

#### **43. STAKING FOR CONSTRUCTION**

43.1 The Engineer will provide centerline staking of all electrical equipment in scope of project as shown on the plans. All additional staking, including offsets, will be provided by the Contractor. Construction stakes furnished by the Engineer that are damaged or displaced by the Contractor will be replaced by the Engineer **at the Contractor’s expense.**

**Proposal**

**IH 10 UNDERGROUND ELECTRIC CROSSING**

**PROPOSAL**

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

Having carefully examined the Instructions to Bidders, Standard Form of Contract, Specifications, and Plans therein referred to, the undersigned bidder declares that the only person or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined, and this Bid is made in accordance therewith, locations, conditions and classes of materials of the proposed work; and agrees that the Bidder will provide all the necessary machinery, labor, tools, apparatus and other means of construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein and according to the requirements of the City Engineer, as therein set forth.

The Bid Form attached lists the items of construction contemplated in the Plans and Specifications. Bid prices must be shown in words and figures for each item listed in the Proposal, and in the event of a discrepancy, the words shall control.

It is understood that the following quantities of work to be done are approximate only, and are intended primarily to serve as a guide for the comparison and tabulation of the bids.

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

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

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



E 3	2500'	<p>For furnishing all Tools, Labor and Equipment to  <b>INSTALL HDPE = 4" HDPE ( PVC ) == CONDUIT</b>  <b>( INCLUDES FUSING/CONNECTING, ETC AND ALL REQUIRED OPERATIONS )</b>  <b>( FUSING/CONNECTING EQUIPMENT REQUIRED SUPPLIED BY GENERAL CONTRACTOR )</b>  <b>( INCLUDES COUPLINGS &amp; SWEEPS / ELBOWS )</b>  <b>*** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***</b>  <b>(** AS PER CITY OF SEGUIN SPECIFICATION)</b>  <b>( ***HDPE- PVC FURNISHED BY OWNER )</b> for:</p> <p>_____ Dollars and  _____ Cents per FT.</p>	\$ _____	\$ _____
E 4	700'	<p>For furnishing all Tools, Labor and Equipment to  <b>INSTALL HDPE = 2" HDPE ( PVC ) == CONDUIT</b>  <b>( INCLUDES FUSING/CONNECTING, ETC AND ALL REQUIRED OPERATIONS )</b>  <b>( FUSING/CONNECTING EQUIPMENT REQUIRED SUPPLIED BY GENERAL CONTRACTOR )</b>  <b>( INCLUDES COUPLINGS &amp; SWEEPS / ELBOWS )</b>  <b>*** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***</b>  <b>(** AS PER CITY OF SEGUIN SPECIFICATION)</b>  <b>( *** HDPE - PVC FURNISHED BY OWNER )</b> for:</p> <p>_____ Dollars and  _____ Cents per FT.</p>	\$ _____	\$ _____
E 5	400'	<p>For furnishing all Tools, Labor and Equipment to  <b>INSTALL 6" WIDE UNDERGROUND WARNING TAPE</b>  <b>WITH WORDAGE ( UNDERGROUND ELECTRIC BURIED BELOW)</b>  <b>*** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***</b>  <b>(** AS PER CITY OF SEGUIN SPECIFICATION)</b>  <b>( *** WARNING TAPE FURNISHED BY GENERAL CONTRACTOR )</b>  for:</p> <p>_____ Dollars and  _____ Cents per FT.</p>	\$ _____	\$ _____
E 6	3200'	<p>For furnishing all Tools, Labor and Equipment to  <b>PULL MANDRELL THRU ALL INSTALLED PVC CONDUIT</b>  <b>( 4" - 2" PVC )</b>  <b>*** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***</b>  <b>(** AS PER CITY OF SEGUIN SPECIFICATION)</b>  <b>( *** MATERIAL FURNISHED BY GENERAL CONTRACTOR )</b> for:</p> <p>_____ Dollars and  _____ Cents per FT.</p>	\$ _____	\$ _____

E 7	3200'	<p>For furnishing all Tools, Labor and Equipment to  <b>INSTALL 1000# MULE TAPE ( PULLING TAPE )</b>  <b>( WITH FOOTAGE NOTED ON TAPE ) INSIDE</b>  <b>INSTALLED PVC CONDUIT ( 4" - 2" PVC )</b>  <b>*** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***</b>  <b>(** AS PER CITY OF SEGUIN SPECIFICATION)</b>  <b>( *** MULE TAPE FURNISHED BY GENERAL CONTRACTOR )</b>      for:</p> <p>_____ Dollars and  _____ Cents per FT.</p>		
E 8	2	<p>For furnishing all Tools, Labor and Equipment to  <b>OPEN UP / CLOSE SITE FOR INSTALLATION OF</b>  <b>UNDERGROUND VAULT ( MANHOLE ) == ( 6' X 7' X12' )</b>  <b>*** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***</b>  <b>(** AS PER CITY OF SEGUIN SPECIFICATION)</b>  <b>( *** MATERIAL FURNISHED BY OWNER )</b>      for:</p> <p>_____ Dollars and  _____ Cents per EA.</p>		
E 9	2	<p>For furnishing all Tools, Labor and Equipment to  <b>INSTALL UNDERGROUND VAULT ( MANHOLE ) == ( 6' X 7' X12' )</b>  <b>*** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***</b>  <b>(** AS PER CITY OF SEGUIN SPECIFICATION)</b>  <b>( *** VAULT/MANHOLE FURNISHED BY OWNER )</b>      for:</p> <p>_____ Dollars and  _____ Cents per EA.</p>		
E 10	50	<p>For furnishing all Tools, Labor and Equipment to  <b>INSTALL BORE SPACERS INSIDE 24" DIAMETER CASING</b>  <b>(** AS PER CITY OF SEGUIN SPECIFICATION)</b>  <b>( *** SPACERS FURNISHED BY OWNER )</b>      for:</p> <p>_____ Dollars and  _____ Cents per EA.</p>		
E 11	1	<p>For furnishing all Tools, Labor and Equipment to  <b>INSTALL GROUT INSIDE 24" DIAMETER CASING</b>  <b>(** AS PER CITY OF SEGUIN SPECIFICATION)</b>  <b>( *** GROUT FURNISHED BY GENERAL CONTRACTOR )</b>  for:</p> <p>_____ Dollars and  _____ Cents per LUMP SUM</p>		

E 12	1	<p>For furnishing all Tools, Labor and Equipment to  <b>INSTALL SEALANT AT EACH END OF 24" DIAMETER CASING</b>  (***) AS PER CITY OF SEGUIN SPECIFICATION)  (***) SEALANT FURNISHED BY GENERAL CONTRACTOR )  for:  _____ Dollars and  _____ Cents per LUMP SUM</p>		
E 13	1	<p>For furnishing all Tools, Labor and Equipment to  <b>SET UP TEMPORARY CONSTRUCTION OFFICE ==</b>  <b>MOVE EQUIPMENT &amp; ALL RELATED REQUIRED MATERIAL( *** ALL</b>  <b>REQUIRED MATERIAL &amp; EQUIPMENT PROVIDED</b>  <b>BY CONTRACTOR)</b>  ( *** COORDINATE WITH CITY OF SEGUIN ELECTRIC DEPT FOR SITE  LOCATION OF OFFICE-REQUIRED MATERIAL )  for:  _____ Dollars and  _____ Cents per EA.</p>	\$ _____	\$ _____
E 14	1	<p>For furnishing all Tools, Labor and Equipment to  <b>PROVIDE REQUIRED AND PROPER TRAFFIC CONTROL</b>  <b>EQUIPMENT/MATERIAL/PERSONNEL *** AS PER TxDOT</b>  <b>SPECIFICATIONS **</b>  ( *** TRAFFIC CONTROL EQUIPMENT/MATERIAL /PERSONNEL  PROVIDED BY CONTRACTOR ) for:  _____ Dollars and  _____ Cents per EA.</p>	\$ _____	\$ _____
<b>TOTAL COST</b>				\$ _____
<b>SPECIFIC OPTION CONSTRUCTION COST ITEMS</b>				
E 15	500'	<p>For furnishing all Tools, Labor and Equipment to  <b>Install == 24" DIAMETER - UNDERGROUND STEEL CASING ==</b>  <b>*** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***</b>  ( *** UD CASING FURNISHED BY OWNER )  <b>AS PER CITY OF SEGUIN ELECTRIC SPECIFICATIONS for:</b>  _____ Dollars and  _____ Cents per FOOT INSTALLED</p>	\$ _____	\$ _____

E 16	500'	<p>For furnishing all Tools, Labor and Equipment to Install == 18" DIAMETER - UNDERGROUND STEEL CASING ==          *** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***          ( *** UD CASING FURNISHED BY OWNER )          AS PER CITY OF SEGUIN ELECTRIC SPECIFICATIONS for:</p> <p>_____ Dollars and</p> <p>_____ Cents per FOOT INSTALLED</p>	<p>\$ _____</p>	<p>\$ _____</p>
E 17	500'	<p>For furnishing all Tools, Labor and Equipment to Install == 18" DIAMETER - UNDERGROUND HDPE CASING ==          *** AT ANY DEPTH IN PROJECT SCOPE OF WORK ***          ( *** UD CASING FURNISHED BY OWNER )          AS PER CITY OF SEGUIN ELECTRIC SPECIFICATIONS for:</p> <p>_____ Dollars and</p> <p>_____ Cents per FOOT INSTALLED</p>	<p>\$ _____</p>	<p>\$ _____</p>
E 18	EA.	<p>For furnishing all Tools, Labor and Equipment to TRANSPORT UNDERGROUND VALUT/MANHOLE FROM CITY OF SEGUIN WAREHOUSE TO JOBSITE, IF DELIVERY TIME/LOCATION IS NOT APPLICABLE WHEN GENERAL CONTRACTOR HAS SITE READY AT THE JOBSITE FOR THE ( 2 ) VAULT/MANHOLES.          ( *** VAULT/MANHOLE FURNISHED BY OWNER )</p> <p>_____ Dollars and</p> <p>_____ Cents PER VAULT/MANHOLE</p>	<p>\$ _____</p>	<p>\$ _____</p>

**CONSTRUCTION NOTES:**

**NOTE # 1 ==** GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR LINE LOCATE ( DIG - TESS ) REQUESTS IN PROJECT SCOPE OF WORK

**NOTE # 2 ==** GENERAL CONTRACTOR SHALL COORDINATE WITH CITY OF SEGUIN ELECTRIC DEPT FOR ANY SCHEDULED ELECTRIC OUTAGES, IF REQUIRED IN PROJECT SCOPE OF WORK

**NOTE # 3 ==** GENERAL CONTRACTOR SHALL CONTACT CITY OF SEGUIN ELECTRIC DEPT INSPECTOR FOR ANY INSPECTIONS REQUIRED IN PROJECT SCOPE OF WORK

**NOTE # 4: ==** ANY CHANGES TO PROJECT SCOPE OF WORK WILL BE COORDINATED AND APPROVED BY CITY OF SEGUIN ELECTRIC DEPT. INSPECTOR BEFORE ANY WORK IS INITIATED.

**NOTE # 5: ==** CITY OF SEGUIN ELECTRIC DEPT WILL PROVIDE GENERAL CONTRACTOR A "STAGING AREA" FOR LOCATION OF PROPOSED MATERIAL

**NOTE # 6: ==** GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE STAGING AREA CLEAN == GENERAL CONTRATOR WILL PROVIDE THEIR OWN "DUMPSTER" TO "THROW IN" ALL TRASH/GARBAGE ITEMS.

**NOTE # 7:** == GENERAL CONTRACTOR SHALL COORDINATE WITH CITY OF SEGUIN ELECTRIC DEPT AND UNDERGROUND VAULT/MANHOLE MANUFACTURER FOR DELIVERY TIME/LOCATION OF UNDERGROUND VAULT/MANHOLE

**NOTE # 8:** ==THESE PLANS ARE PREPARED BASED ON THE OWNER ( CITY OF SEGUIN )  
ACQUIRING EASEMENTS ON THE NORTH AND SOUTH SIDE OF IH 10 FOR  
THE LOCATIONS OF THE ELECTRICAL MANHOLES. SHOULD THE CITY OF SEGUIN BE UNABLE TO PROCURE THESE EASEMENTS, THE PLANS WILL NEED TO BE REVISED ACCORDINGLY.

**NOTE # 9:**THESE PLANS ARE PREPARED USING HDPE CASING FOR THE CROSSING OF IH 10. AS PER THE DATE OF ISSUE OF THESE DRAWINGS, APPROVAL OF THE HDPE CASING HAS NOT BEEN GRANTED BY TxDOT. SHOULD TxDOT NOT GRANT APPROVAL THE DRAWINGS WILL NEED TO BE REVISED ACCORDINGLY.

**NOTE # 10 :** CITY OF SEGUIN WILL REMOVE ALL EXISTING UNDERGROUND ELECTRIC CONDUCTOR/EQUIPMENT IN PROJECT SCOPE OF WORK

**NOTE # 11 :** EXISTING ( 2 ) UNDERGROUND ELECTRIC MANHOLES AS NOTED ON PROJECT DWG WILL BE ABANDONMENT IN PLACE.

**NOTE # 12 :** CITY OF SEGUIN WILL REMOVE UNDERGROUND MANHOLE LIDS AND FILL UP EXISTING MANHOLES WITH "FLOWABLE FILL"

**NOTE # 13 :** SURFACE MATERIAL SHALL BE EQUAL TO MATERIAL REMOVED. MINIMUM AMOUNTS: 2 Inch HMA ( TxDOT Item 340, Type D ); 8 Inch FLEX ( Crushed Stone ) BASE ( TxDOT Item 247, Type A Grade 2 ) COMPACTED IN 6" LIFTS TO 95% Density BY TEX 113E. EXISTING ASPHALT TO BE SAW CUT.

**NOTE # 14 :** CONTRACTOR SHALL PROVIDE MATERIAL MEETING C-33 Crushed Stone # 57 FOR BACKFILL OF ALL MATERIALS REMOVED WITHIN THE LIMITS OF THE PROPOSED/EXISTING PAVEMENT.

The above prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

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

**The Contractor agrees to complete the project on which he has bid, as specified, 365 days from date of NOTICE TO PROCEED from City of Seguin, timing for completion of work is also dependent on TxDOT Start/Finish schedule for all utilities to be relocated, as provided in the General Contract Conditions.**

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Enclosed with this proposal is a Proposal bond in the sum of 5% of G.A.B. (5%) which it is agreed shall be collected and retained by the Owner as liquidated damages in the event his proposal is accepted by the Owner within sixty (60) days after the bids are received and the undersigned fails to execute the contract for the Owner within ten (10) days after date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

Respectfully submitted:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**TOTALS SUMMARY SHEET**

**TOTAL: IH 10 UNDERGROUND ELECTRIC CROSSING**

**\$ \_\_\_\_\_**

**STANDARD FORM OF AGREEMENT**

STATE OF TEXAS §

COUNTY OF §

THIS AGREEMENT, made and entered into this \_\_\_day of \_\_\_\_\_ A.D. \_\_\_\_\_, by and between the City of Seguin, TEXAS, a municipal corporation, of the County of Guadalupe and State of Texas, acting through Douglas G. Faseler, City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete the construction of certain improvements generally described as follows:

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expenses to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Advertisement for Proposals, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by M&S Engineering, LTD, Consulting Engineers, P.O. Box 970, Spring Branch, Texas 78070, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR’S written Proposal, and the performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract (hereinafter collectively called the “Contract Documents” or the “Contract”).

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same 365 days from date of NOTICE TO PROCEED from City of Seguin subject to such extensions of time as are provided by the General and Specific Conditions. Timing for completion of work is also dependent on TxDOT Start/Finish schedule for all utilities to be relocated.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

\_\_\_\_\_  
Party of the First Part  
(OWNER)

\_\_\_\_\_  
Party of the Second Part  
(CONTRACTOR)

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_

Executed \_\_\_\_ originals.

**Performance Bond**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

We, \_\_\_\_\_ (Contractor name), \_\_\_\_\_ (address), as Principal, and \_\_\_\_\_ (bond company name), as Surety, are held and firmly bound unto the City of Seguin, Texas, as Owner, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by this bond:

The Principal has entered into a written Contract with the Owner dated \_\_\_\_\_ for the \_\_\_\_\_ ("Project"), which is fully incorporated into this bond by reference.

The condition of this obligation is that if the Principal faithfully and promptly performs all work for the Project in accordance with the Contract Documents, and faithfully and promptly observes and performs all of its covenants, conditions, duties and obligations under the Contract Documents according to their true intent and meaning, then this obligation will be satisfied; otherwise it will remain in full force and effect.

If the Owner declares the Principal to be in default under the Contract, the Surety agrees to either 1) promptly remedy the default, or 2) faithfully and promptly perform and complete the Project in accordance with the Contract Documents.

The Surety, for value received, agrees that no modification, change order, extension of time, amendment or addition to the Contract, or to the plans, specifications, drawings or other Contract Documents, will in any way affect the Surety's obligation on this bond, and the Surety waives notice of any such modification, change order, extension of time, amendment or addition.

The Surety certifies that it is authorized and admitted to write surety bonds in Texas. If this bond exceeds \$100,000.00 the surety certifies that it either 1) holds a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law, or 2) has obtained qualified reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas, and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. This bond is governed by Chapter 2253 of the Texas Government Code, and it is provided solely for the protection of the Owner.

This bond is filed with the Owner in Guadalupe County, Texas, and the Principal and Surety agree that mandatory venue for any legal action filed upon this bond is in the District Courts of Guadalupe County, Texas.

Executed and sealed by the Principal and Surety  
on \_\_\_\_\_.

Principal	Surety
By: _____	By: _____
Title: _____	Title: _____
Address: _____ _____ _____	Address: _____ _____ _____
	Telephone Number: _____
	Facsimile Number: _____

(SEAL)

(SEAL)

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

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

**THIS BOND MUST BE ISSUED AFTER EXECUTION OF OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.**

**THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.**

**Payment Bond**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_(Contractor name), of  
\_\_\_\_\_(address),  
as Principal, and \_\_\_\_\_  
(bond company name), as Surety, are held and firmly bound unto the City of Seguin,  
Texas, as Owner, in the penal sum of \_\_\_\_\_ dollars (\$  
\_\_\_\_\_) for the payment of which the Principal and Surety bind themselves and  
their heirs, administrators, executors, successors and assigns, jointly and severally, by  
this bond.

The Principal has entered into a Contract with the Owner dated \_\_\_\_\_  
for the \_\_\_\_\_ ("Project"), which is fully incorporated into  
this bond by reference.

The condition of this obligation is that if the Principal pays all persons who supply  
public work labor or material for the Project, then this obligation will be satisfied;  
otherwise this bond will remain in full force and effect.

This bond is provided under the provisions of Chapter 2253 of the Texas  
Government Code, as amended and all liabilities on this bond shall be determined in  
accordance with the provisions of that statute to the same extent as if it were copied at  
length in this document.

The Surety, for value received, stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the Contract, or the plans,  
specifications, drawings or other Contract Documents, or to the work performed under  
the Contract Documents, shall in any way affect its obligation on this bond, and the  
Surety waives notice of any such change, extension of time, alteration or addition.

The Surety certifies that it is authorized and admitted to write surety bonds in  
Texas. If this bond exceeds \$100,000.00 the surety certifies that it either 1) holds a  
certificate of authority from the United States Secretary of the Treasury to qualify as a  
surety on obligations permitted or required under federal law, or 2) has obtained  
qualified reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is  
authorized and admitted as a reinsurer in the State of Texas, and is the holder of a  
certificate of authority from the United States Secretary of the Treasury to qualify as a  
surety or reinsurer on obligations permitted or required under federal law. This bond is  
governed by Chapter 2253 of the Texas Government Code, and it is provided solely for  
the protection of the Owner.

Mandatory venue for any legal action filed upon this bond is in the District Courts of Guadalupe County, Texas.

Executed and sealed by the Principal and Surety on \_\_\_\_\_.

Principal	Surety
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
	Telephone Number: _____
	Facsimile Number: _____

(SEAL)

(SEAL)

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

\_\_\_\_\_

**THIS BOND MUST BE ISSUED AFTER EXECUTION OF OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.**

**THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.**

## GENERAL CONDITIONS OF BIDDING

These general conditions apply to any procurement of products or services by the City of Seguin. Failure to comply with these General Conditions of Bidding may result in the bid being disqualified.

### 1. DEFINITION OF TERMS

**A.** "Bid documents" mean the entire packet of documents provided to bidders, including, but not limited to the General Conditions of Bidding, General and/or Technical Specifications, Special and Supplementary Conditions, Information to Bidders, Bid Form(s) and any Addendum.

**B.** "Bidder" means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications, and competing for award of a contract.

**C.** "Bid" or "Proposal" means an offer to perform or provide the requirements specified herein. "Furnish" or "provide" means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.

**D.** "Formal Bid" is a formally advertised solicitation for acquiring goods, services, and construction that requires a public opening of sealed bids or proposals, generally \$50,000 or more.

**E.** "Informal Bid" is a competitive bid or price quotation for supplies or services under \$50,000 that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

**F.** "City", "Purchaser", or "Owner" shall refer to the City of Seguin, PO Box 591, Seguin, Texas 78156-0591.

**G.** "Contract" means the contract awarded pursuant to this solicitation.

**H.** "Contractor" or "Vendor" means the bidder to which a contract award has been made by the City.

**I.** "Purchase Order" means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

### 2. SUBMISSION OF BIDS

**A.** All bids must be on blank forms furnished by the Purchasing Department and must be written in ink or typed. Pencil quotations will not be considered. Proposals must be submitted on the forms or in the format called for in specifications. Each must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.

**B.** **Formal** sealed bids and proposals must be received at the date, time, and place specified in the bid document packaged in a sealed envelope (8 1/2" x 11" minimum) clearly marked with the bid or project name, bid number, and date/time of opening, unless otherwise specified. An early postmark will not suffice. Bids and proposals will be publicly opened and read followed by evaluation and award at a later

date. **Formal bids and proposals (\$50,000 or higher) may NOT be faxed or submitted via e-mail.**

**C.** Informal bids are due at the date, time, and place stated in the bid document. **Informal bids (less than \$50,000) may be faxed or submitted via e-mail.**

**D.** Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date. The prices quoted in the bid shall not be subject to escalation except where otherwise clearly indicated by the Bidder or by the City in bid documents. The basis for the escalation shall be clearly indicated in either case.

**E.** All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

**F.** All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price show and the total price shown, the unit price will govern.

**G.** No change in price will be considered after bids have been opened. The City reserves the right to negotiate prices as submitted by proposal as allowed by state statute.

**H.** In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

**I.** If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

**J.** The City reserves the right to extend the bid closing time and date. Notification will be made by addendum.

**K.** The City reserves the right to increase or decrease the quantity specified, unless the bidder specified otherwise.

### **3. WITHDRAWAL OF BIDS**

**A.** A Bidder may withdraw a bid before Council acceptance of the bid without prejudice to himself by a written request addressed to the Purchasing Manager.

**B.** If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, the bidder will not be bound by the bid.

**C.** When the mistake was a result of a bidder's negligence, and City has no knowledge of the mistake when bids were opened, and awarded a contract based on the bid, bidder will not be released and shall be bound by the bid.

**D.** If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

### **4. GENERAL CONDITIONS**

Bidders will submit their bids or proposals upon the following express conditions:

**A.** Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

**B.** Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

**C.** If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Manager. A request for clarification should be submitted by the deadline, if any, indicated in the specifications.

**D.** All materials, equipment, supplies which are new, non-standard to the City of Seguin, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

**E.** Bidders are advised that City contracts are subject to all legal requirements under Local, State and Federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

**F.** No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

**G.** The City of Seguin is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

## **5. DESCRIPTION OF GOODS**

**A.** Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

**B.** The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or Equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "Or Equal" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

**C.** Alternate bids will not be considered unless expressly authorized by the bid documents.

## **6. PREPARATION OF BID**

Bidders will prepare bids in accordance with the following:

**A.** Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or vendor but rather, to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

**B.** Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

**C.** The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

**D.** Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Seguin is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

**E.** By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

**F.** By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

**G.** The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above mentioned taxes, and will be so construed.

**H.** Prompt payment discounts will not be considered in determining low bids and making awards.

## **7. BID DEPOSIT**

No bid deposit will be expected of bidder UNLESS specifications expressly provide otherwise. If a bid bond is required, the submitted bond may be in the form of a cashier's check, cash, a certified check made payable to the City of Seguin or an original bond submitted in the form required by the City in the Bid Documents. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder. Should a bid deposit be presented in a form not acceptable to the City, the bid will not be considered.

## **8. EXCEPTIONS**

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

## **9. ADDENDA**

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department and signed by the City of Seguin Purchasing Manager. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addenda can be viewed and downloaded at the City's website: [www.seguintexas.gov](http://www.seguintexas.gov). It is the bidder's responsibility to check this site to determine if the City has issued any addenda. The City will not be

responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

## **10. REJECTION OF BIDS**

**A.** The City of Seguin reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Seguin 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 offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

- 1.** Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.
- 2.** Bidder's current violation of any City ordinance.
- 3.** Bidder's misstatement or concealment of any material fact in the bid.
- 4.** Bid or proposal's nonconformance to law or the requirements of the bid specifications.
- 5.** Failure to use or properly complete the bid/proposal form furnished by the City of Seguin.
- 6.** Lack of signature by an authorized representative on the proposal form.
- 7.** Alteration of bid form.
- 8.** Evidence of collusion among proposers.
- 9.** Omission of proposal guarantee (if required).
- 10.** In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

## **11. AWARD**

**A.** The City reserves the right to award a bid or contract to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the City. Factors to be considered in the evaluation of the bids are price, quality, reputation and experience of Bidder, past relationship with City, long term cost, safety record, operating history of equipment, conformance to specifications, delivery, and other factors as deemed appropriate by the Purchaser.

**B.** The City reserves the right to reject or accept all or any combination of bids deemed advantageous to the City.

**C.** The City reserves the right to reject or accept all or any combination of base bid plus alternative bids when alternate bids are called for in bid documents, subject to available funding.

**D.** Contractor is an independent contractor. Award of a contract does not create a joint venture between the Contractor and the City.

## **12. CONTRACT**

**A.** City's Bid Documents combined with the Vendor's response (bid or proposal) submitted to and accepted by the City, constitutes a contract between the City of Seguin and the selected vendor at the time the Seguin City Council awards the contract to such vendor.

**B.** No further documentation is required, although the contracting parties may supplement the

contract with further documentation. By submitting a bid or proposal, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in the Bid Documents and to be further bound to the representations and information the vendor provides in the response.

C. Acceptance of bidder's offer may be in the form of a "Notice of Award", a Purchase Order (P.O.) or a "Contract".

### **13. RESERVATIONS**

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

A. Waive any defect, irregularity, or informality in any bid or bidding procedure;

B. Reissue a bid invitation or proposal;

C. Procure any item by other allowable means;

D. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.

E. Extend any contract when most advantageous to the City as provided by original contract conditions.

### **14. WARRANTIES**

**A. WARRANTY FOR PRODUCT:** The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

**B. WARRANTY FOR PRICE:** The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

**C. SAFETY WARRANTY:** Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

### **15. PROTESTS**

A. The City Council is the final authority on issues relating to this contract. The Purchasing Manager is the City's representative in the award and administration of this contract, and will issue and receive

all documents, notices, and correspondence.

**B.** Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Seguin, ATTN: Purchasing Manager.

**C.** The protest may be delivered in person to the Purchasing office located at 816 Fred Byrd Drive, Seguin, Texas, or by certified mail, return receipt requested, to the following address: City of Seguin, Purchasing Department, ATTN: Purchasing Manager, PO Box 591, Seguin, Texas 78156-0591.

**D.** The written protest must include the following information before it may be considered by the City:

- 1.** Name, mailing address, and business phone number of the protesting party;
- 2.** Identification of the bid or proposal being protested;
- 3.** A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest;
- 4.** Any documentation or other evidence supporting the protest.

**E.** The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

**F.** A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

**G.** The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

## **16. SHIPMENT & DELIVERY**

**A.** Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Seguin, Texas unless otherwise specified in the bid documents. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

**B.** The bidder certifies all materials, parts, and equipment supplied or represented in response to this bid shall be new and unused unless noted elsewhere in the bid documents.

**C.** The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are

damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

**D.** Delivery dates pertaining to this specification must be clearly stated in the bid form where required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases “as required”, “as soon as possible”, or “prompt” may result in disqualification of the bid.

**E.** Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.

**F.** Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

## **17. REJECTIONS**

**A.** Delivered articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City’s Purchasing Manager or his/her designated representative.

**B.** All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department’s samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be reported to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

## **18. PAYMENTS**

**A.** Payment of invoices by the City shall be made thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order or following the receipt of an accurate invoice, whichever is later, in compliance with state statute. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Seguin of Net 30 days. All bids must be stated in terms of dollars and cents, the bidder’s lowest, best, and final price.

**B.** Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

1. Each invoice must reference the City of Seguin contract, agreement, or P.O. number;
2. Only one contract, agreement, or project shall be billed on a particular invoice;
3. Each invoice must have a billing or invoice number and an Invoice Total.

**C.** The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

## **19. ASSIGNMENT**

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

## **20. WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

## **21. FORCE MAJEURE**

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

## **22. GRATUITIES**

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

## **23. TERMINATION**

**A. DEFAULT:** Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

**B. CONVENIENCE:** The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

**C. FUNDING:** The City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

**D. FUNDING OUT:** The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeur shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

## **24. ENTIRETY OF AGREEMENT/AMENDMENTS**

This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

## **25. SEVERABILITY**

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

**26. INSURANCE**

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

**27. INDEMNITY**

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

**28. PATENTS**

The bidder agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

**29. CONFIDENTIALITY**

The City of Seguin is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

**30. ANTI-LOBBYING PROVISION**

Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the

services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.

Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Manager for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

### **31. CONFLICT OF INTEREST**

A person or vendor seeking to contract with the City must file a Conflict of Interest Questionnaire (CIQ) if the person has a business relationship with the City, and either: has a business relationship with a city official or a city official's family member; or has given a gift worth more than \$250 to a city official or city official's family member within the previous 12-month period. A vendor required to file a CIQ must do so with the City Secretary within seven business days of: (1) beginning contract discussions with the city; (2) submitting to the City an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship. Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict of interest questionnaire form is included herein and is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

### **32. LOCAL VENDOR PREFERENCE POLICY**

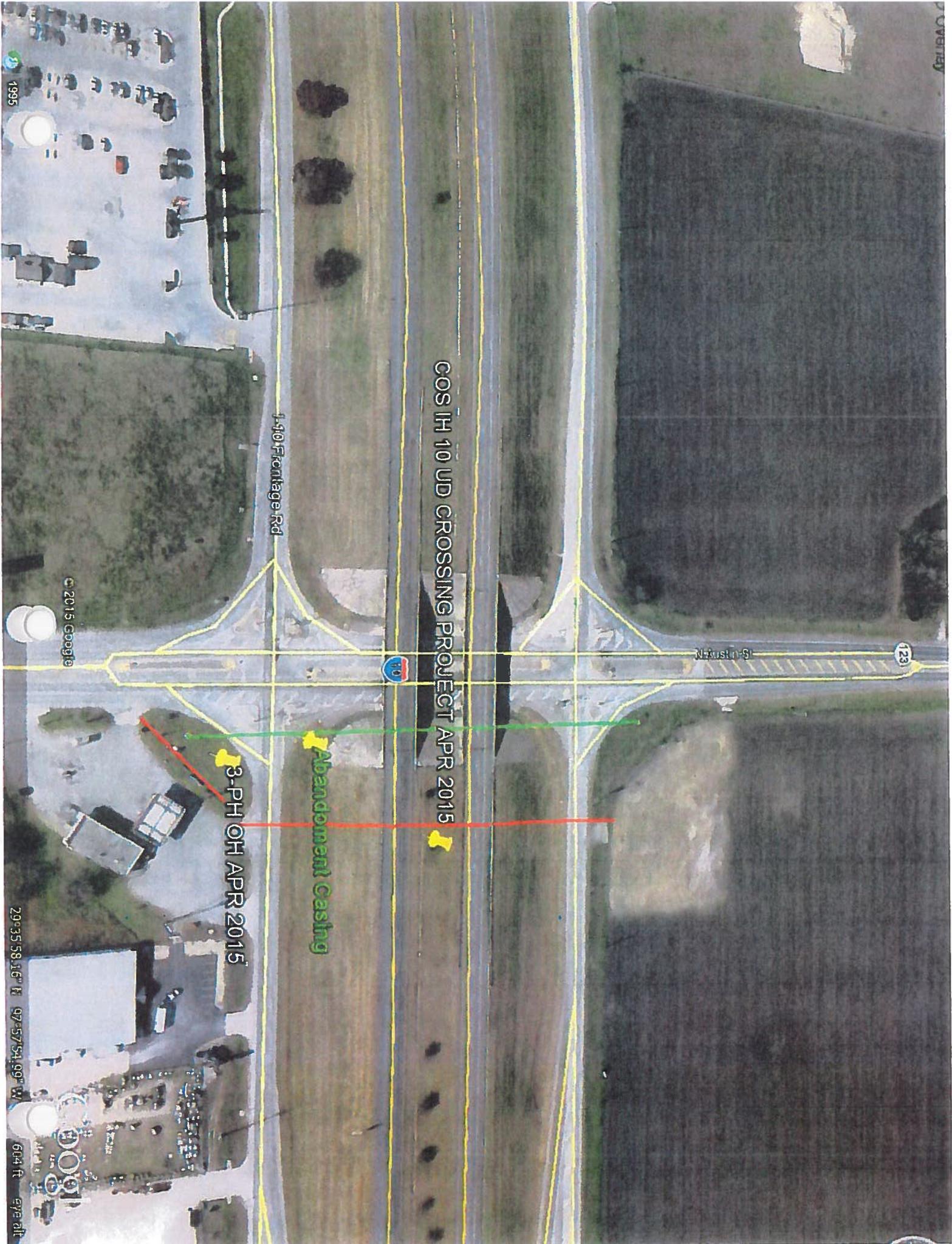
Texas Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue. The City of Seguin applies a local vendor preference to bids in compliance with state statute.

### **33. NOTICES**

All notices called for or required by this agreement will be addressed to Purchasing Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78155, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

### **34. QUESTIONS**

Questions regarding interpretation of specifications, bids, bid results or bid awards should be directed in writing to the Buyer or Purchasing Technician indicated in the General and/or Technical Specifications, or the Purchasing Manager, [twood@seguintexas.gov](mailto:twood@seguintexas.gov) and be referenced by bid number.



GOS IH 10 UD CROSSING PROJECT APR 2015

1-190 Frontage Rd

N Justin St

123

Abandonment Casing

3-PH OH APR 2015

© 2015 Google

29°35'58.16" N 97°57'54.99" W 604 ft gva alt

1995

# PERMAGUARD-L (Listed)

www.duraline.com

ISO  
9001  
REGISTERED

Customer Service  
800-847-7661



## FEATURES:

- ETL Listed to UL 651A, used per NEC Article 353
- Manufactured from flexible HDPE, makes gradual bends without special equipment
- Excellent low temperature properties, for better handling in cold climates
- Outstanding ductility and strength, protects cables from shifting ground
- Protects cables from rock and root impingement, increasing UG cable life
- Provides a permanent pathway, simplifies future cable repair and replacement
- Added UV stabilization package

## APPLICATION:

Innerduct placed into existing conduit, direct buried, concrete encased

## INSTALLATION METHODS:

Trenched, Trenchless – horizontally directionally bored (HDD) and chute or pull plowed, concrete encased (minimum of 2" of cover)

## MARKET APPLICATION:



## DUCT COLOR:



## STRIPE:



Color coded with minimum of 3 extruded stripes (equally separated 120° degrees apart) or extruded color surface

## OPTIONS:

**FOOTAGE MARKINGS** Sequential foot or meter markings. Custom print streams available.

**PREINSTALLED TAPE** Factory pre-installed Bull-Line™ Pull Tape with EVEN-LOAD™, ensures extra slack at any access point throughout the reel. Available 500lb - 6,000lb tensile strength or locatable.

**PACKAGING** Long continuous lengths on reels or coils. Stick lengths of 40' or 50'

## STANDARDS:

Meets or exceeds the HDPE resin requirements per ASTM D 3350 UV Black (minimum carbon black loading of 2%), Sequential footage markings, permanent ink jet or indent print, tested and listed by Intertek Laboratories (ETL) to assure compliance with UL 651A, certified by Dura-Line to comply with all UL 651A property and testing requirements.

**PERMAGUARD-L PHYSICAL AND DIMENSIONAL**

Customer Service 800-847-7661 [www.duraline.com](http://www.duraline.com)

Wall Type	Pipe Size	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	4"	5"	6"
	Nom OD (in)	0.840	1.050	1.315	1.660	1.900	2.375	2.875	3.500	4.500	5.563	6.625
	OD Tolerance +/-	0.004	0.004	0.005	0.005	0.006	0.006	0.007	0.008	0.009	0.010	0.011
	Bend Radius (in) – Supported	8	10	13	17	19	24	29	39	50	61	73
	Bend Radius (in) – Unsupported	16	20	26	34	38	48	58	78	100	127	146
EPEC-B/ SDR 13.5	M.in. Wall (in)		0.078	0.097	0.123	0.141	0.176	0.213	0.259	0.333	0.412	0.491
	Wall Tolerance +/-		0.020	0.020	0.020	0.020	0.021	0.026	0.031	0.040	0.049	0.059
	Avg ID (in)		0.874	1.101	1.391	1.598	2.002	2.423	2.951	3.794	4.689	5.585
	Weight (#/ft)		0.104	0.162	0.259	0.340	0.530	0.777	1.151	1.902	2.909	4.126
	Safe Working Load		570	894	1,425	1,867	2,917	4,274	6,335	10,472	16,004	22,697
EPEC-40/ SCH 40	M.in. Wall (in)	0.109	0.113	0.133	0.140	0.145	0.154	0.201	0.216	0.237	0.258	0.280
	Wall Tolerance +	0.020	0.020	0.020	0.020	0.020	0.020	0.024	0.026	0.028	0.031	0.034
	Avg ID (in)	0.602	0.804	1.029	1.360	1.590	2.047	2.445	3.042	3.998	5.016	6.031
	Weight (#/ft)	0.109	0.145	0.215	0.291	0.349	0.469	0.744	0.973	1.387	1.882	2.443
	Safe Working Load	601	798	1,340	1,601	1,919	2,579	4,090	5,348	7,610	10,320	13,395
EPEC-80/ SCH 80	M.in. Wall (in)	0.147	0.154	0.179	0.191	0.200	0.218	0.276	0.300	0.337	0.375	0.432
	Wall Tolerance +	0.020	0.020	0.021	0.023	0.024	0.026	0.033	0.036	0.040	0.045	0.052
	Avg ID (in)	0.526	0.722	0.936	1.255	1.476	1.913	2.290	2.864	3.786	4.768	5.709
	Weight (#/ft)	0.139	0.188	0.277	0.383	0.465	0.644	0.982	1.315	1.923	2.668	3.669
	Safe Working Load	768	1,040	1,533	2,116	2,561	3,545	5,409	7,238	10,578	14,669	20,172

**Notes:**

- Supported bend radius for 1/2" through 2 1/2" is 10 times the OD while the unsupported bend radius is 20 times the OD. Supported bend radius for 3" through 6" is 11 times the OD while the unsupported bend radius is 22 times the OD.
- "Safe Working Load" is calculated using a 20% safety factor with the minimum resin tensile strength of 3,000 psi, the average OD and minimum wall thickness.

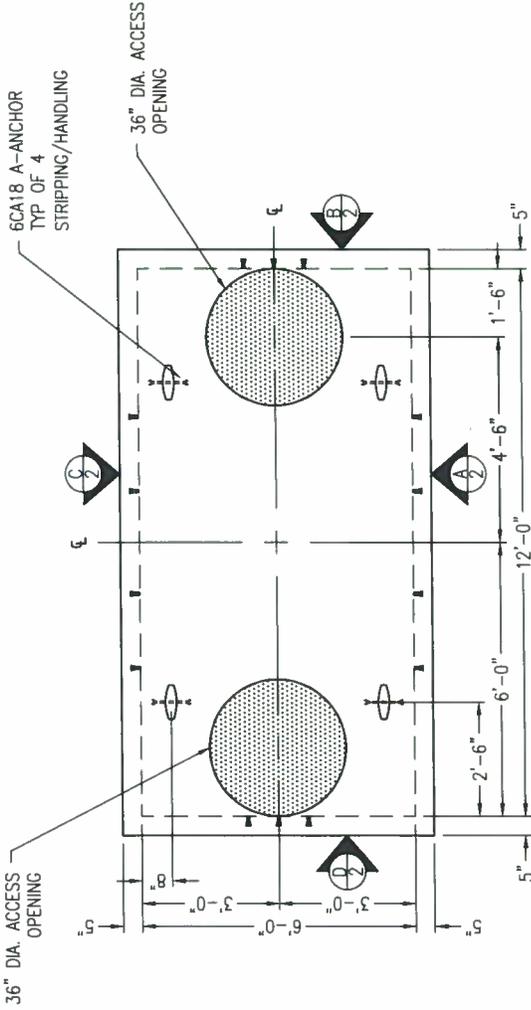
**Resin Requirements per ASTM D 3350, having a minimum cell classification of 334420 C for black and E for color.**

Cell #	Property	Description Minimum Requirements	Acceptable Test Methods
3	Resin Density	0.940-0.947 g/cm <sup>3</sup>	ASTM D 1505 or ASTM D 792 or ASTM 4883
3	Melt Index	<0.4 grams/10 minutes	ASTM D 1238
4	Flexural Modulus	80,000 psi	ASTM D 790
4	Tensile Strength	3,000 psi	ASTM D 638
-	Elongation	400%	ASTM D 638
8	Slow Crack Growth Resistance	Condition B, 10% Igepal/H <sub>2</sub> O solution, t50>24hrs	ASTM D 1693
0	Hydrostatic Design Basis	Non-pressure rated	ASTM D 2837
C	Black UV Resistance	Added carbon black @ 2% by weight	ASTM D 4218
or E	Color UV Resistance	Color with UV inhibitor and antioxidant *	ASTM D 4238

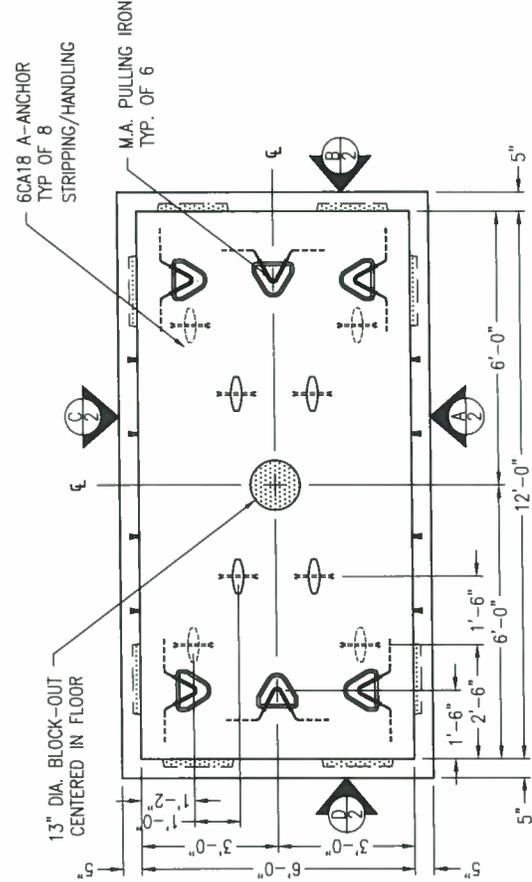


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**SUBMITTAL DRAWING**



**PLAN VIEW - TOP**  
SCALE: 1/4" = 1'-0"



**PLAN VIEW - BOTTOM**  
SCALE: 1/4" = 1'-0"

VOLUME AND WEIGHTS			
SECTION	WEIGHT		
TOP	18,942 LBS	4.68	CYDS
BASE	13,670 LBS	3.38	CYDS
TOTAL	32,612 LBS	8.0600	CYDS

**CONTRACTOR APPROVAL:**

NAME: FIRST \_\_\_\_\_ LAST \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**STRUCTURAL NOTES:**

1. CONCRETE: 28 DAY COMPRESSIVE STRENGTH (C) = 6,000 psi
2. REBAR: ASTM A-615 GRADE 60
3. MESH: ASTM A-185 GRADE 65
4. LOADS
  - 4.1. AASHTO HS-20
  - 4.2. ASTM C-857 "MINIMUM STRUCTURAL DESIGN LOADING FOR UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES"
  - 4.3. LIVE LOAD IMPACT APPLIED FOR LESS THAN 3'-0" OF SOIL COVER.
  - 4.4. SOIL DENSITY 120 pcf
  - 4.5. 40 pcf E.F.P. LATERAL SOIL PRESSURE ABOVE WATER TABLE
  - 4.6. 80 psi LIVE LOAD SURCHARGE
  - 4.7. TOP OF VAULT 1'-6" BELOW FINISHED GRADE (MAXIMUM)
  - 4.8. WATER TABLE 7'-0" BELOW FINISHED GRADE (ASSUMED)

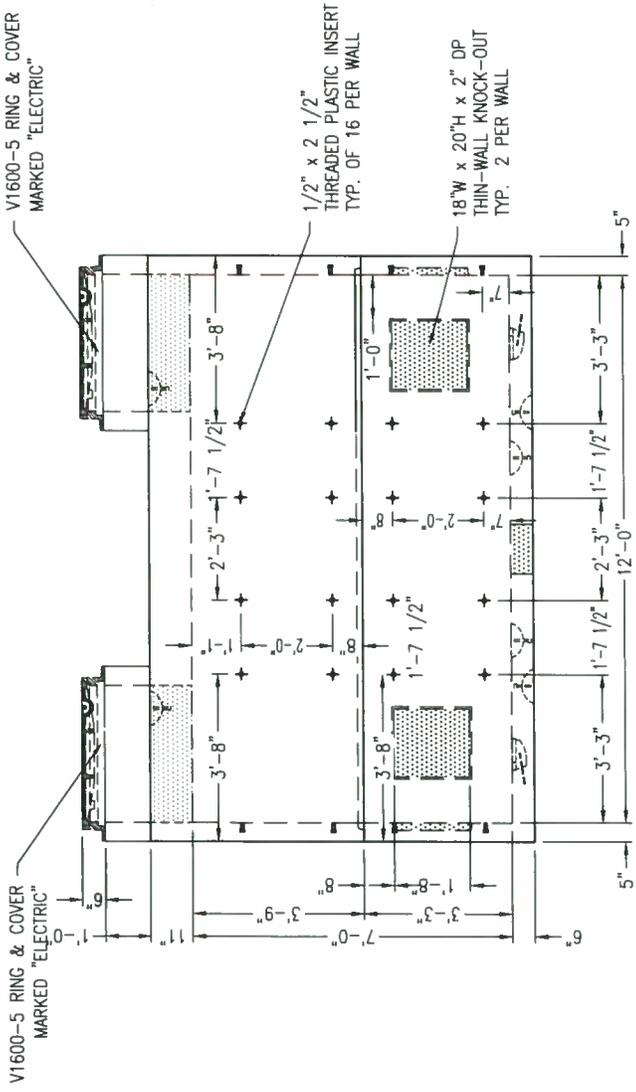


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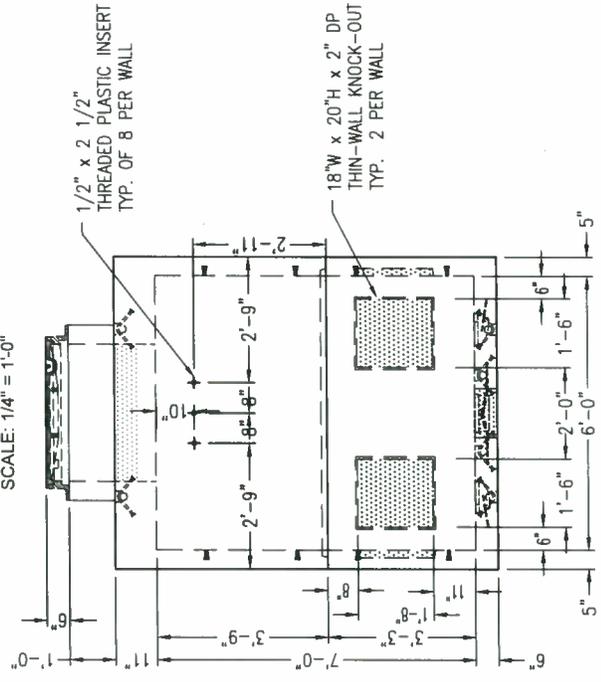
**6'-0" x 12'-0" x 7'-0" Manhole (2 Access Holes)**

SEGUIN TXDOT PROJECT			
CUSTOMER			
DATE	SALES	DRAWN	ENGINEER
4/27/15	GU	GC	PS
DRAWING NUMBER		REVISION	
262-6X12X7 (2 HOLES)-GC		1 OF 2	

**SUBMITTAL DRAWING**



**VIEWS A & C**  
SCALE: 1/4" = 1'-0"



**VIEWS B & D**  
SCALE: 1/4" = 1'-0"

**CONTRACTOR APPROVAL:**

NAME: FIRST \_\_\_\_\_ LAST \_\_\_\_\_  
TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



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**6'-0" x 12'-0" x 7'-0" Manhole (2 Access Holes)**

SEGUN TXDOT PROJECT

CUSTOMER: SEGUN TXDOT PROJECT

DATE	SALES	DRAWN	ENGINEER	CHECKED	SALES ORDER
4/27/15	GU	GC	PS	PS	---
DRAWING NUMBER					REVISION
262-6X12X7 (2 HOLES)-GC					2 OF 2

# DRISCOPLEX® 4100 (IPS) FM/4000 (DIPS) FM

## FACTORY MUTUAL APPROVED HDPE PIPE DATA SHEET

**DriscoPlex® 4100 FM (IPS)/4000 FM (DIPS)**  
**Pipe meets or exceeds:**

**DriscoPlex® 4100/4000 Pipe for:**

FM Approvals Class Number 1613  
Class 150 (DR 11), Class 200 (DR 9) and Class 267 (DR 7)  
ASTM F714 AWWA C906 (4' and Larger)  
ASTM D3035 AWWA C901 (up to 3')  
ASTM D3350, cell classification PE445574C  
PPI TR-4 designation PE3408/4710

Fire Main Piping  
Iron Pipe Size OD (IPS) 2" to 24" – Class 150, 200, 267  
Ductile Iron Pipe Size OD (DIPS) 4" to 24" – Class 150, 200  
Solid Black / Red Color Striping Available  
Blue Striping when dual listed with AWWA  
40' and 50' Joints  
500' coils available in sizes through 6"

NOMINAL PIPE PROPERTIES <sup>(1)</sup>		UNIT	TEST METHOD	VALUE
Density		gms / cm <sup>3</sup>	ASTM D1505	0.960 (black)
Melt Index (MI) Condition	190°C / 2.16kg	gms / 10 minutes	ASTM D1238	0.08
Hydrostatic Design Basis	73° F (23° C)	psi	ASTM D2837	1600
Hydrostatic Design Basis	140° F (60° C)	psi	ASTM D2837	1000
Color: UV Stabilizer	[C]	--	ASTM D3350	Min 2% Carbon Black
NOMINAL MATERIAL PROPERTIES <sup>(1) (2)</sup>		UNIT	TEST METHOD	VALUE
Flexural Modulus	2% Secant – 16:1 span, depth 0.5 in / min.	psi	ASTM D790	>120,000
Tensile Strength at Yield		psi	ASTM D638 Type IV	3500
Elongation at Break	2 in / min., Type IV Bar	%	ASTM D638	>800
Elastic Modulus		psi	ASTM D638	>175,000
Hardness		Shore D	ASTM D2240	62
PENT		hrs	ASTM F1473	>500
Vicat Softening Temperature		°F	ASTM D1525	256
Brittleness Temperature		°F	ASTM D746	< -103
Thermal Expansion		in / in / °F	ASTM D596	1.0 x 10 <sup>-4</sup>

- This is not a product specification and does not guarantee or establish specific minimum or maximum values or manufacturing tolerance for material or piping products to be supplied.
- Values obtained from tests of specimens taken from piping product may vary from these typical values.

**When Performance Matters Rely on**  
*Performance Pipe*













LOOK AT THIS

## IH-10 City of Seguin Project HIGH DENSITY POLYETHYLENE PIPING AND FITTINGS

### PART 1 GENERAL

#### 1.1 SCOPE OF WORK

A. This Specification covers the requirements for furnishing materials, equipment, and incidentals required to install High Density Polyethylene (HDPE) pipe, fittings, and appurtenances per the Contract Documents.

#### 1.2 REFERENCED STANDARDS

A. All standard specifications, i.e. Federal, ANSI, ASTM, ASME, etc. made a portion of these Specifications by reference shall be the latest edition and revision thereof.

#### 1.3 QUALIFICATIONS

A. Pipe and fitting manufacturers that are qualified and approved are listed in Section 2.1 G. Products from unapproved manufacturers are prohibited.

B. The pipe and resin manufacturers shall have at least seven years of experience producing a similar size pipe and similar resin types.

C. The pipe manufacturer shall provide support for the Industry through active membership and participation in Plastic Pipe Institute (PPI), American Water Works Association (AWWA), American Society of Testing and Materials (ASTM), American Gas Association (AGA), American Society of Civil Engineers (ASCE), and/or American Society of Mechanical Engineers (ASME).

D. Laborer(s) who are installing and/or fusing HDPE pipe shall have a minimum of five years experience performing this type of work. The Pipe Distributor supplying the HDPE pipe must offer fusion training to the Contractor. Only qualified/certified personnel are allowed to perform the joining process. The fusion training organization, upon completion of the assessment, shall issue evidence of qualification that states:

1. Fusion technician's name
2. Fusion joining technique or techniques for which the operator is qualified
3. Type of fusion equipment and the pipe size limitations applicable to that fusion equipment

#### 4. Fusion technician's specific training

The evidence shall provide a unique identification number for the fusion operator for traceability. The pipeline installer shall maintain documented evidence of the competency of the fusion technicians within the installer's organization. Quality control of heat fusion joints shall be performed in accordance with an inspection and test plan, which shall include the number and location of test specimens to be inspected and the methods for doing so. The butt fusion equipment, in addition to a Data Logger supplied with and compatible with the fusion machine, used in the joining procedure shall be capable of meeting all the following:

1. The equipment and tooling required
2. The joining surfaces preparation requirements

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3. The heating tool temperature required for fusion
4. The heating soaking times for each size and wall thickness of pipe
5. The alignment procedures and acceptable limits
6. The joining interfacial pressure and hold time requirements
7. The clamped cooling time requirements
8. The cooling handling time requirements
9. The elapsed time required before the joint can be subjected to high stress
10. Procedural modifications and precautions for cold-weather joining methods
11. Precautions for inclement weather such as wind or rain
12. Documentation and traceability of fusions and fusion joiner's unique identification marking procedure
13. Visual assessment acceptance criteria
14. The production fusion joint destructive test method

The qualified heat fusion joining procedure shall be verified by the installer prior to beginning the pipeline construction project by the completion and testing of a test joint.

The verification tests shall be done using the project fusion equipment, project fusion

operators, and project pipe.

E. Contractor that is electrofusing HDPE pipe shall have a manufacturer or distributor representative of the electrofusion coupling provider on site during all electrofusion operations.

#### 1.4 SUBMITTALS

A. Submit to the A/E a list of materials to be furnished, the names of the suppliers, and the appropriate shop drawings for all HDPE pipe and fittings, as required in Division 1.

Datalog records for all factory fusion welding of HDPE pipe and fittings shall be submitted to the A/E for review and approval prior to on site installation of pipe material.

B. Submit the pipe manufacturer's certification of compliance and MSDS sheets with the applicable sections of the Specifications.

C. Submit shop drawings showing installation method and the proposed method and specialized equipment to be used, including but not limited to manufacturer's recommended fusing procedures for the products, data loggers, etc.

D. Contractor shall submit qualifications and resume for all laborers performing installation, fusing, and supervising of HDPE pipe. This includes, but is not limited to written, verifiable proof that the Contractor is qualified by the fusion systems manufacturer(s) or the Pipe Supplier as a fully-trained user, and must comply with qualifications as stated above.

E. Contractor shall submit an as-built fusion map showing placement of all proposed electrofusion and butt fusion joints referencing Data-Logger files. Joints shall be numbered individually.

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#### 1.5 INSPECTIONS AND TESTS

A. All work shall be inspected and approved by the who shall City of Seguin have the authority to halt construction if these Specifications or standard construction practices are not being followed. Whenever any portion of these specifications is violated, the University may order further construction to cease until all deficiencies are corrected.

## 1.6 WARRANTY AND ACCEPTANCE

A. Warrant all work to be free from defects in workmanship and materials for a period of one year from the date of completion of all construction. If work meets these Specifications, a letter of acceptance, subject to the one year warranty period, shall be given at the time of completion. A final acceptance letter shall be given upon final inspection at the end of the one year warranty period, provided the work still complies with these Specifications. In the event deficiencies are discovered during the warranty period, the Contractor shall correct them without additional charge to the University before final acceptance. During the warranty period, the A/E will determine if warranty repairs or replacement work shall be performed by the Contractor. The decision of the A/E shall be binding upon the Contractor.

## PART 2 PRODUCTS

### 2.1 POLYETHYLENE PIPE AND FITTINGS

- A. Provide polyethylene pressure pipe manufactured from PE4710 high density polyethylene meeting or exceeding AWWA C906 and ASTM F714 standards, DR13.5, iron pipe size (IPS), Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter or ASTM D3035, Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter. Polyethylene compound used in the manufacturer of all pipe provided under this Specification shall meet the requirements of ASTM 3350, Cell Classification 445474C.
- B. Pipe shall be legibly marked, at intervals of no more than 5 feet, in accordance with the requirements of ASTM F714 and AWWA C906 (once approved by the Polyolefin Pressure Pipe and Fittings Committee and the AWWA Standards Council).
- C. Where HDPE pipe is joined to HDPE pipe, it shall be by thermal butt fusion except as noted in Section E below where electrofusion is permitted. Thermal butt fusion, per ASTM F2620, shall be accomplished in accordance with the pipe manufacture and fusion equipment supplier specifications. Workers installing HDPE pipe shall have the necessary experience as stated in qualifications above, and have submitted necessary information as defined in submittals above.
- D. Where HDPE pipe is joined to other materials, it shall be by means of car flanged

connections (flange adapters, transition fittings, and back-up rings) designed for joining polyethylene pipe to another material. All such connections shall occur within accessible spaces within the proposed vaults or tunnels and in accordance with the pipe manufacturer specifications.

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E. Electrofusion couplings are permitted on a limited basis at critical locations. Joints that are proposed to be electrofusion joined shall be shown on the pipe fusion plan and shall be submitted to the A/E for approval. An alternate plan prepared by the Contractor may be submitted to the A/E for approval.

F. Qualification of Manufacturer: The Manufacturer shall have manufacturing and quality control facilities capable of producing and assuring the quality of the pipe and fittings required by these Specifications. The Manufacturer's production facilities shall be open for inspection by the A/E or the University's designated representative. Qualified manufacturers shall be approved by the A/E.

G. Pipe Manufacturers:

1. Pipe manufacturers that are qualified and approved are listed below:

- a. Performance Pipe, Division of Chevron Phillips Chemical Company, LP, Driscoplex 4100 Pipe, DR13.5
- b. PolyPipe, Polypipe GB50 PE4710 Pipe, DR13.5
- c. JM Eagle, JMM HDPE PE4710 Pipe, DR13.5
- d. WLPlastics PE4710 (C1, C2, D3, E2, E3), DR13.5
- e. Georg Fischer Piping Systems, HDPE PE4710 Pipe, DR13.5
- f. AD Technologies HDPE 4710 DR 13.5

2. Fitting manufacturers that are qualified and approved are listed below.

- a. Industrial Pipe Fittings, LLC (IPF)
- b. Integrity Fusion Products, Inc.
- c. Independent Pipe Products

H. Materials: Polyethylene pipe and fittings shall be produced from PE4710 high density polyethylene; listed in PPI (Plastics Pipe Institute) TR-4, Recommended Hydrostatic Strengths and Design Stresses for Thermoplastic Pipe and Fittings Compounds, with a standard grade rating of 1600 psi at 73°F and 1000 psi at 140°F. Certify that the materials used to manufacture pipe and fittings meet these requirements.

I. Polyethylene Fittings and Custom Fabrications: The Contractor shall provide polyethylene fittings and custom fabrications that have been molded from polyethylene resin that maintains the same or higher cell classification as the pipe to which it is being fusion joined or fabricated from pipe that is of the same or higher cell classification as the pipe to which it is being fusion joined. Butt fusion outlets shall be made to the same outside diameter, wall thickness, and tolerances as the mating pipe. All fittings and custom fabrications shall be fully rated for the same internal pressure as the mating pipe.

J. Fabricated Fittings: Fabricated fittings shall be made by heat fusion joining specially machined shapes cut from pipe in accordance with ASTM F2206. Fabricated fittings shall be rated for internal pressure service equivalent to the full service pressure rating of the mating pipe. Directional fittings 16 inch IPS and larger such as elbows, tees, etc. shall have a plain end inlet for butt fusion and plain end directional outlets. Part drawings shall be submitted for the approval of the A/E.

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K. Polyethylene Flange Adapters: Flange adapters shall be made with sufficient through-bore length to be clamped in a butt fusion joining machine without the use of a stub-end holder. The sealing surface of the flange adapter shall be machined with a series of small v-shaped grooves to provide gasketless sealing, or to restrain the gasket against blow-out.

L. Back-up Rings and Flange Bolts: Flange adapters shall be fitted with lap joint flanges pressure rated equal to or greater than the mating pipe. The lap joint flange bore shall be chamfered or radiused to provide clearance to the flange adapter radius. Flange bolts and nuts shall be Grade 2 or higher. Bolt pattern for flange shall be per ANSI B16.5. Back up rings shall be carbon steel. Washers shall be Belville washers.

M. Saddle Connections for Air Release Valve: Service connections, including air releases, shall be electrofusion saddles with a stainless steel threaded outlet. The size of the threaded outlet shall be 1 inch IPS. Piping beyond the threaded outlet shall be as per City of Columbus, Department of Public Utilities, Division of Water Standard Drawing L-6473 with 1 inch Type K copper tubing. Electrofusion saddles shall be made from materials required in Section 2.01 H.

## 2.2 PRODUCT QUALITY CONTROL

A. The manufacturer of pipe, fittings, or appurtenances shall verify that all material being provided has been subjected to an established quality control program of inspection for incoming and outgoing materials. Incoming polyethylene materials shall be inspected for density, melt flow rate, and contamination. The cell classification properties of the material shall be certified and verified by the established program. Incoming materials shall be approved by Quality Control before processing into finished goods. The Pipe and Injection Molded Fitting Manufacturer shall maintain ISO 9000:2001 certification at the facility/facilities producing the products.

B. All fabricated fittings shall be inspected for joint quality based upon provided datalog records and alignment.

## 2.3 COMPLIANCE TESTS

A. In case of conflict with Manufacturer's certifications, the A/E may request re-testing by the manufacturer or have re-tests performed by an outside testing service. All re-testing shall be at the requestor's expense, and shall be performed in accordance with the Specifications.

B. Installation shall be in accordance with Manufacturer's recommendations and this specification. All necessary precautions shall be taken to ensure a safe working environment in accordance with the applicable codes and standards.

## PART 3 EXECUTION

### 3.1 INSTALLATION OF HIGH DENSITY POLYETHYLENE PRESSURE PIPE AND FITTINGS

A. Install all high density polyethylene (HDPE) pressure pipes as specified on plans or a method approved by the A/E and manufacturer's requirements prior to construction.

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B. Install all high density polyethylene pipe and fittings in accordance with Manufacturer's recommendations, and this specification. Take all necessary precautions to ensure a safe working environment in accordance with the applicable codes and standards.

### 3.2 FUSION JOINING

A. Butt Fusion Joining: Make joints between plain end pipes and fittings by butt fusion using only procedures that are recommended by the pipe and fitting Manufacturer, PPI PE Handbook, and most recent edition of ASTM F2620.

1. Ensure that persons making butt fusion joints are certified according to the standards and have proven experience to make fusion welds following Manufacturer's recommended procedures.

2. Maintain records of trained personnel and certify that training was received not more than 12 months before commencing construction. External and internal beads resulting from butt fusion joining shall not be removed.

3. The fusion joining procedure and operator shall be qualified no more than once per week in accordance with the recommendations of the pipe and/or fitting supplier. See Section 3.9.A.

4. External and internal beads resulting from butt fusion joining shall not be removed.

5. All fusion joining shall be recorded, reviewed, and downloaded to a central database via an electronic fusion data interface device such as the McElroy Data-Logger or similar device of equivalent quality and reliability. Compatible with fusion machine. Data log records shall be submitted for all fusion joints within 24 hours of fusing the joint.

B. Use caution to protect the exposed butt ends of pipes from exposure to oils, greases, or hydrocarbons. Any pipe exposed to hydrocarbons of any type shall be cut-out and removed prior to butt fusion.

C. Electrofusion Joining: Electrofusion joining shall be permitted only as specified in Section 2.01 E above. Couplings shall be produced from PE4710 or greater quality materials, be manufactured per ASTM F1055, and shall be suitable for fusion with PE4710 pipe. Fusion

must be performed in dry conditions with a balance of temperature between pipe and fittings. The entire fusion operation (preparation, installation, fusion, etc.) must be carried out by a certified and trained installer, following the recommended procedure, established by the electro-fusion fitting manufacturer, the electro-fusion control box or processor manufacturer, and ASTM F1290 and PPI TN 34. All materials and equipment shall be as required by the coupling manufacturer.

1. Determine Pipe Tolerance: With a tape measure or a Pi tape, measure the circumferences of the pipe area to be fused. If pipe is not within minimum tolerance, contact fusion or coupling manufacturer before proceeding.
2. If the pipe measures towards the lower end of the tolerance, take care to check for excessive gaps. Do not over scrape pipe. Do not use a planer to scrape as this may remove too much material and create too large a gap. Utilize the preheat cycle to close any gaps larger than 1 mm (between wires and pipe surface).

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3. Cutting Pipe Ends: Cut the pipe ends at right angles to the pipe axis. Do not allow the use of any lubricant on the cutting tool. Oil on the cutting tool will create a non-fusible barrier between the pipe and coupling which will lead to joint failure. For the pipe cutting, a suitable cutter for plastics must be used. An improper cut can lead to the pipe ends being outside the cold zone in the coupler which will result in excessive melt of the coupler. If possible, use a saw with a right-angled guide. If it is not possible to provide a cutting device with a guide, the cutting lines should be marked on whole circumference of pipe to achieve a right-angle cut-off pipe. It is recommended to use an electric planer to face of the rough ends of the pipe to make them flat and smooth. Use of mechanical scraper tools which use the pipe ends as a guide will operate much easier with pipe ends that are flat and smooth.

4. Mark the Fusion Zone: The fusion zone is the half-length of the coupler. The fusion zone must be measured and marked with a marker on the pipe.

5. Scraping Fusion Zone: In order to remove the oxide layer completely, the pipe end

must be scraped so that shavings are formed. This operation ensures removal of oxide layer, which will increase melt flow during the fusion process. It is critical that the oxide layer be removed completely; otherwise, it may cause cold welding resulting in leakage. This can be accomplished with a manual scraper tool or a suitable mechanical scraper tool. Make sure that the scraper blade is sharp. It is recommended to use a tungsten carbide blade. It must be taken into account that the surface of pipe within the fusion zone must be smooth (i.e. without any grooves, gouges, etc). If there is any unscraped area on the pipe surface, these areas must also be scraped (if the pipe is oval and a mechanical scraper is used, it is possible that some areas will remain un-scraped). These areas must be scraped with a manual scraper tool. The prepared surface must be protected against dirt, grease, and wet weather conditions. After scraping, do not touch the fusion zone again. Do not scrape the inside of the fitting.

6. Correct Pipe Roundness: Measure for pipe ovality to determine the area that is out of tolerance. Mark the areas that are outside the standard tolerance for the OD of the pipe with a white marker. If all areas of the outside diameter are equal to or less than the standard tolerance, then you may proceed to cleaning or degreasing the pipe. If it is determined that some of the areas have an OD that is too large, then you will need to utilize the pipe re-rounding clamps in order to install the coupler.

7. Rounding Clamps: If reground clamps becomes necessary to correct for ovality in the pipes, place the reground clamps on the oval area, and begin to tighten until the pipe comes back into tolerance. Check the fit of the pipe into the coupler. If the coupler will still not fit into the pipe, then the peeling operation must be repeated. Localized high spots can be removed with a hand scraper, but special care must be taken to ensure that the annular gap formed is as small as possible.

8. De-burring and Beveling Ends: The internal end of pipe must be de-burred, and then round off the outer edge. Round off the internal and outer edges with a hand scraper, electric planer, or router.

9. Cleaning the Fusion Zone: The prepared pipe end and internal face of EF fitting must be degreased with a suitable cleaning agent and a white absorbent and non-fibrous

cloth. The cleaning agent (alcohol greater than 96%) must be completely evaporated before installation of the fitting. After cleaning agent is applied, remark the fusion zone. Degreased surfaces must be protected against dirt or wet weather conditions. The operator should wear clean cotton gloves to ensure the cleaned surfaces do not come in contact with bare hands or any equipment/debris.

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10. Inserting the Pipe into the Coupler: Inserting of the pipe end into the coupler should be done without causing any tilting, and the pipes must be in alignment with the fitting. Tapping with a plastic hammer around the face of the coupler can assist insertion. Do not tap near the fusion connections as they could become damaged. The pipe end must be inserted into the fitting up to the insertion mark. Pipe should not be inserted if the fit is too tight. In order to control bending stresses, do not let the pipes support their own weight in the coupler. In order to provide unstressed assembly, it is recommended to use a suitable holding device. This stress-free condition must be maintained during the cooling period. Position the coupler so that the contact terminals of the fitting are easily accessible. An assembly which is stressed may result in defective joint. Before starting fusion operation, check seating of pipe insertion by means of line marks. If necessary, do corrections. Ensure that both pipes are inserted into the fitting and the two ends are meeting each other in the center of the coupler (the cold zone). The maximum allowable gap between the two pipes is to be less than 1/2 inch.

11. Check for Gaps/Pre-Heat Cycle: With a large electrical tie, check around the circumference of the pipe between the pipe and coupler to determine for any gaps larger than 1 mm, but less than 5 mm. The electrical tie should hit the first wire and stop. If there are no gaps larger than 1 mm (the electrical tie stops at the first wire), then proceed to carry out the fusion. Mark any areas with gaps larger than 1 mm with a white marker pen. It will be necessary to perform a preheating cycle to close any gaps between the pipe and coupler larger than 1 mm (distance from wire to pipe surface).

Attach the leads of the processor to the coupler. Switch the processor to manual mode

and input the proper voltage for the fusion time specified on the coupler (check with manufacturer for proper voltage). Press start and allow the preheat cycle to complete. After the cycle is complete, wait another 10 minutes to allow the pipe to expand. Measure the areas with gaps again. If the gaps have closed to less than 1 mm, then go onto the fusion process. If the gaps have not closed, then repeat the preheat cycle a second time. Allow the coupler to cool 50 minutes after the preheat process is completed before checking the gaps again. Repeat this process until gaps are reduced to 1 mm.

12. Fusion Process: Provided that the installation instructions are followed step by step, the fusion process can be started. Fusion parameters are included in the barcode label on the fitting. The fusion parameters are transferred into the fusion control box by means of barcode reader. After reading the barcode, the data on barcode label should be compared with the data on display. Each side of bifilar couplers (coupler with two separate windings) has to be fused separately. Start the fusion process. Progress of fusion operation can be followed by the display on fusion unit to see if the process is going on properly. As a safety precaution, be careful to stay at least 1 m away from the fusion area. If the fusion process is interrupted for any reason (e.g. due to power failure), the fusion process can be repeated after the joint has cooled adequately. Cooling time is indicated as CT on the barcode label. It is the time necessary to allow the jointed part to cool down to a temperature. Before completion of cooling time, it is not allowed to move or pressurize the jointed components.

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13. Examination: With a flashlight, examine the area in between the coupler and pipe to check for any remaining gaps or wires that can be seen. With a large electrical tie, similar item, insert into the space between the pipe and coupler, you should hit the electrofusion wires and not be able to insert the tie any more (the tie will stop). If there are any areas in which the clamp can be inserted without stopping, then allow the coupler to cool and fuse the coupler again. After the fusion process, repeat both the

flashlight and tie examination to determine that proper HDPE melt has closed any gaps.

The electrofusion fitting can be fused a maximum of three times after allowing the cooling process to complete.

D. Saddle Fusion Joining: Saddle fusion shall be performed in accordance with ASTM F2620, PPI TR-41, and fitting manufacturer's requirements. The entire fusion operation (preparation, installation, fusion, etc.) must be carried out by a certified and trained installer, following the manufacturer's recommended procedure.

### 3.3 FLANGE OR MECHANICAL JOINT CONNECTION JOINING

A. Polyethylene pipe and fittings may be joined to other materials by means of flanged connections (flange adapters, transition fittings, and back-up rings) designed for joining polyethylene pipe to another material. All such connections shall occur within accessible spaces within the vaults or tunnels. In no case shall flange or other mechanical type connections be permitted in areas that will be direct buried and backfilled. Butt fused flanged connections shall be used inside vaults to transition between HDPE and other pipe types.

B. Install flange connections in accordance with the Manufacturer's recommended procedure and Plastic Pipe Institute (PPI) TN-38 "Bolt Torque for Polyethylene Flanged Joints".

Center and align flange faces to each other before assembling and tightening bolts. Do not use the flange bolts to draw the flanges into alignment. Lubricate bolt threads, and fit Belleville washers under the flange nuts. Tighten bolts evenly according to the tightening pattern and torque step recommendations of the Manufacturer and PPI TN-38. At least one hour after initial assembly, re-tighten flange connections following the tightening pattern and torque step recommendations of the Manufacturer and PPI TN-38.

C. All fittings, flanges, bolts, adapters, and other appurtenances used for jointing shall be carbon steel.

### 3.4 EXCAVATION

A. Excavate trenches in conformance to the plans and drawings and as specified below.

Trenchless technologies may be considered with prior approval of the A/E a minimum of ten (10) days prior to the bid date.

B. Excavate subsoil and whatever material encountered including soft shale. See treatment requirements for soft shale on the Drawings.

C. Cut trenches sufficiently wide to enable installation of utility and allow inspection and as shown on details provided on the Drawings.

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D. Excavations shall not interfere with normal 45 degree bearing splay of foundations.

E. Correct unauthorized excavation at no cost to the University.

F. Stockpile excavated material in area designated on site and remove excess material not being used, from site.

G. During the excavation process, the Contractor shall use caution to detect and shall immediately notify the A/E if it is believed that the in-place soils have been exposed to or are contaminated with liquid hydrocarbons. At no time shall the proposed HDPE pipe be exposed to liquid hydrocarbons of any fashion.

H. Dewatering: All excavation, construction and backfill of pipes, or other facilities to be constructed under this Contract shall be constructed under dry conditions. The Contractor shall constantly maintain all excavations in a dewatered, workable condition, and shall be responsible for installing, operating, maintaining and removing such dewatering systems as are required. The evaluation of the sufficiency of the condition shall be made by the A/E and his/her decision shall be binding upon the Contractor. If the A/E determines that dewatering is inadequate, the Contractor shall modify his/her methods until such time as the A/E then agrees with the adequacy of the operating condition.

I. Stability of temporary excavations:

1. All excavations shall be in accordance with OSHA requirements.
2. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
3. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

J. Shoring:

1. Except as specified elsewhere, provide all shoring required for earthwork or required as a result of earthwork for safety of workers, existing structures, public or adjacent properties.
2. Provide materials for shoring and bracing in good serviceable condition.
3. Establish requirements for shoring and bracing to comply with local codes and authorities having jurisdiction.
4. Maintain shoring and bracing in excavations regardless of time period excavations will be open.

### 3.5 LARGE DIAMETER FABRICATED FITTINGS

- A. Butt fuse fabricated directional fittings 16 inch IPS and larger to the end of pipe.
- B. Contractor is encouraged to factory fabricate as many joints as possible. At a minimum, all bends, adapters, and anchors shall have pups (shorter straight sections of pipe) with a minimum length of 5 feet.

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### 3.6 FOUNDATION AND BEDDING

- A. Lay pipe on grade and on a stable foundation. Remove unstable or mucky trench bottom soils, and install a 6 inch bedding of sand per City of Columbus Item 703.05 to pipe bottom grade. Compaction rates should be as specified in ASTM D2321. Remove excess groundwater from the trench before laying the foundation or bedding and the pipe. Pipe shall be laid when the conditions of trench are dry. For a trench cut in rock or stony soil, remove all ledge rock, boulders, and stones larger than 3 inches in any dimension from excavated trench prior to placing bedding and pipe.

### 3.7 PIPE HANDLING

- A. When lifting with slings, use only wide fabric choker slings to lift, move, or lower pipe and fittings. Do not use wire rope or chain. Slings shall be of sufficient capacity for the load, and shall be inspected before use. Do not use worn or defective equipment.
- B. At all times through delivery, storage, on-site staging and installation, the Contractor shall protect and ensure that the HDPE pipe is not exposed to liquid hydrocarbons. If any

portions of the pipe are exposed to hydrocarbons, that section of pipe shall be cut-out and removed from use.

C. The Contractor shall exercise care in pipe handling. Gouges exceeding 10% of pipe wall thickness shall be cause for rejection of the pipe.

### 3.8 TRACER WIRE AND NOTIFICATION TAPE

A. Tracer wire shall be placed with all HDPE chilled water mains and shall be insulated, #10 solid copper cores rated for underground service. The tracer wire shall be connected to all valves and underground vault steel chilled water supply and return mains. The buried sections of tracer wire shall be continuous.

B. All splices or connections shall be made at accessible locations inside vaults. All spliced or repaired wire connections in the tracer wire system shall be made using a Wing Nut Wire Connector (for two to four #10 wires), and made waterproof using an approved buried service wire closure.

C. The tracer wire shall be tested upon completion of the installation to ensure conductivity for locating. If any areas appear to be disconnected or conductivity appears incomplete, the tracer wire shall be excavated, inspected, and replaced.

D. Tracer shall be placed at a distance of no less than 6 inches and no more than 12 inches above the crown of the pipe.

E. Notification tape of at least 3 inches in width shall be placed in the trench at a distance no greater than 12 inches above the elevation of the tracer wire. The notification tape shall be printed with the following or similar verbiage, "Caution: Electric pipeline located in close proximity".

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