



**406 S Seguin Road
Converse, Texas 78109**

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

**Bid Documents
Prepared by:**

**Young Professional Resources
8209 Roughrider Dr. Suite 101
Windcrest, Texas 78239
Tele: 210-590-9215 Fax: 210-590-9346**



FIRM # F-8635

Bid Closing Date: NOVEMBER 6, 2019 – 10:00 AM (CST)

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

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GIBBS SPRAWL DRAINAGE IMPROVEMENTS

INVITATION FOR BIDS (IFB)

The City of Converse will be accepting sealed bids for the **GIBBS SPRAWL DRAINAGE IMPROVEMENTS PROJECT** will be received by and at the office of the City Secretary until **10:00 AM, November 6, 2019** and then opened publicly immediately in the City of Converse City Hall.

The work to be performed under this contract consists of: The purchase and installation of new equipment and materials; providing of labor and equipment to construct approximately 200 LF of a concrete channel with associated drainage appurtenances along Gibbs Sprawl near FM 1976 in Converse, Texas.

A non-mandatory pre-bid meeting will be conducted on **October 23, 2019, at 10:00 A.M.** at City of Converse City Hall located at 406 S Seguin Road CONVERSE, TEXAS 78109.

Bid documents will be posted on the City of Converse's website by **October 9, 2019**. Website address is www.conversetx.net.

Potential Bidders must call Mr. Jaime Noriega or Mr. Leonard Young at 210-590-9215 to register so that all addendums or additional information can be forwarded to Potential Bidders.

Questions regarding the IFB are due by **October 30, 2019 at 10:00 AM**, and the answers will be posted on the City of Converse's website.

A bid bond in the amount of 5% of the bid issued by an acceptable surety registered with the U.S. Treasury shall be submitted with each bid. A certified check payable to City of Converse may be submitted in lieu of the bid bond. The City of Converse reserves the right to reject any or all bids and to waive any informality in the bidding.

Bids may be held by the City of Converse for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the Bidder's qualifications prior to the contract award.

Le-Ann Piatt, CPA
City Manager
City of Converse

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SCOPE & INTENT

City of Converse (CoC) is accepting sealed bids for the construction of new water lines.

SCOPE

1. Furnish all materials, equipment, supplies and accessories required in connection with the work specified herein.
2. Obtain all permits necessary to complete the work described in these documents and plans.
3. Protect all adjacent work, vehicular traffic, property and persons from damage, e.g., THE CONTRACTOR SHALL make provisions for repair of damage in a timely manner at his/her expense.
4. Properly store and handle materials according to manufacturer's requirements and in compliance with applicable government regulations.
5. Provide for the safety of all personnel.
6. Contractor to provide daily site cleanup.

INTENT

The purpose of these specifications is to ensure the provision of material and workmanship necessary to construct a quality water system as identified in the Scope. All work shall be implemented in strict accordance with the specifications and shall be performed in a manner satisfactory to the City of Converse.

Bidder shall be responsible for furnishing all materials, supplies, labor and equipment necessary for the installation of the water system.

Intent of Specification:

1. To present minimum requirements for performance of work, supplemented with specific items which are applicable to this project.
2. To provide requirements for debris handling and storage, testing and removal.
3. Environmental protection, safety and worker protection, and work is performed in accordance with local, state and federal policies, standards, procedures and requirements.
4. Furnish all materials, equipment, supplies and accessories required in connection with the work specified herein.
5. Obtain all permits necessary to complete the work described in these documents and plans.

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6. Protect all adjacent work, vehicular traffic, property and persons from damage, e.g., THE CONTRACTOR SHALL make provisions for repair of damage in a timely manner at his/her expense.
7. Properly store and handle materials according to manufacturer's requirements and in compliance with applicable government regulations.
8. Provide for the safety of all personnel.
9. Contractor to provide daily site cleanup

END OF SECTION

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

INSTRUCTIONS TO BIDDERS

1. Telephoned, faxed or late bids will not be considered.
2. Bids not conforming to scope and specification may not be considered.
3. Lobbying of City Council Members or Staff may disqualify bidders.
4. Sealed bid packages will be accepted until **10:00 a.m. November 6, 2019** and publicly opened and read aloud immediately following the opening. Any bid received on or after 10:00 a.m. CST will be returned unopened.
5. Bids are to be in a sealed envelope clearly marked "**GIBBS SPRAWL DRAINAGE IMPROVEMENTS**" and hand delivered, delivered by U.S. Postal Services or delivered by courier service to the following prior to the closing time:

Holly Nagy, City Secretary
City of Converse
406 S Seguin Road
Converse, TX 78109

Faxed or emailed bids will not be opened or accepted and will be returned to sender with notification of the discrepancy.

6. Contractors may be present at the opening, which unless otherwise notified, will occur at the specified closing time and date.
7. Bids shall be awarded based upon best value and not lowest cost. The contract, if awarded, will be awarded to the responsible bidder whose bid will be most advantageous to City of Converse based upon price and other factors considered as may be determined solely at the discretion of the City of Converse. The City of Converse reserves the right to award any combination of Bid Items.
8. Bids will be evaluated in accordance with best value. Time is of the essence and shall be one factors considered along with cost and contractor's ability and experience in performing similar work.
9. Bidders are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the bidder's risk.
10. Each bidder shall furnish the information required by the bid form. The bidder shall sign the bid and print or type his name on the Schedule and each Continuation Sheet thereof on which bidder makes an entry. Any modifications or other changes to this bid package must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished to the issuing office.

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11. A total shall be entered in the Amount column of the Schedule for each item bid. In the case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
12. The bidder represents that the merchandise to be furnished under this Invitation for Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
13. BIDDER understands that the OWNER has provided estimated quantities for bidding purposes. This is a turnkey project requiring that the successful contractor perform all work identified, provide all labor, provide all equipment and provide new materials in accordance with bid documents and construction plans.
14. Bids cannot be withdrawn or corrected after opening (except reductions and changes by successful bidder, which would be to the advantage of City of Converse, which may or may not be considered by City of Converse).
15. Be sure to sign bids. Unsigned bids will not be considered (except in cases where bid is enclosed with other papers which have been signed and this determination is to be made by City of Converse).
16. TAXES: If Federal Excise tax applies, show amount and deduct. City of Converse is exempt from Federal Excise tax and Texas Sales tax.
17. The acceptance of this bid and contract approval is subject to approval by the City of Converse City Council. The City of Converse reserves the right to reject any or all bids, to award the contract in what it deems its best interest and to waive any informality or technicality in the proposal.
18. The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously. In order to ensure a fair and objective bid evaluation, all questions related to this Request for Bid shall be addressed in writing.

Questions must be submitted in writing to Jaime Noriega, P.E. with Young Professional Resources before **10:00 a.m. October 30, 2019**.

Primary Contact Person: Jaime Noriega, P.E
Tele: (210) 590-9215
Email: jaime.noriega@yprconsulting.com
Address: Young Professional Resources
8209 Roughrider Drive
Suite 101
Windcrest, Texas 78239

19. Documents Required to Be Submitted The attached Bid Proposal form must be completed, signed and returned as part of the Bid submission or the submission will be rejected. Submit bids in one (1) original and two (2) copies. (Attachment A).

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- a. The attached BID FOR CONTRACT form must be completed, signed and returned as part of the Bid submission or the submission will be rejected. Submit bids in one (1) original and two (2) copies. (Attachment A).
- b. The attached PRIME BIDDER AFFIDAVIT form must be completed, signed and returned as part of the Bid submission or the submission will be rejected. Submit bids in one (1) original and two (2) copies. (Attachment B).
- c. The attached BID PROPOSAL form must be completed, signed and returned as part of the Bid submission or the submission will be rejected. Submit bids in one (1) original and two (2) copies. (Attachment C).
- d. The attached BID BOND form must be completed, signed and returned as part of the Bid submission or the submission will be rejected. Submit bids in one (1) original and two (2) copies. (Attachment D).
- e. The attached CERTIFICATE AS TO CORPORATE PRINCIPAL form must be completed, signed and returned as part of the Bid submission or the submission will be rejected. Submit bids in one (1) original and two (2) copies. (Attachment E).
- f. Contractor shall submit along with his/her bid the names and contact information for five references for which the Contractor has performed similar work. Submit bids in one (1) original and two (2) copies.
- g. Contractor shall submit along with his/her bid the name and a copy of any licenses and the resume of the project superintendent responsible for the project. Submit bids in one (1) original and two (2) copies.

References - this solicitation requires references to be submitted with the bid proposal form. An Original and 2 copies are required.

1. A list of three (minimum) water construction projects of like size and design completed by the Bidder within the last five (5) years in the State of Texas. The list shall include:
 - a. Entity name
 - b. Mailing Address
 - c. Contact name and title
 - d. Phone number
 - e. Email address
 - f. Painting requirements
 - g. Date work completed

Certifications - this solicitation requires that memberships and certifications be submitted with the bid proposal form (3 copies).

Provide a copy of any memberships and certifications relevant to this IFB.

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City of Converse may utilize other available information in gaining a comprehensive overview of the Bidder's qualifications and record of performance.

NOTICE TO PROCEEDS (NTP) AND WORKDAYS

1. Once the contract is awarded, there will be a Notice to Proceed (NTP) issued.
2. Contractor will have **75 calendar days** to complete all work.

FIRST ANNIVERSARY INSPECTION

During the 11th month after the completion of the work, the Contractor and City of Converse (CoC) and or CoC's representative shall inspect the work performed and determine whether any repair work is necessary.

GUARANTEE

The bid shall be constructed to contain a guarantee for a minimum of one (1) year for all materials and workmanship. Longer guarantee will be considered a factor in selecting successful bidder. Any work proving defective within the guarantee period shall be redone by CONTRACTOR without additional expense to City of Converse for labor or materials.

END OF SECTION

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GENERAL CONDITIONS

The following conditions shall apply to this project.

PERFORMANCE OF WORK BY PRIME CONTRACTOR

Prime Contractor shall perform all water line excavation, installation and backfill.

WORKMANSHIP AND SUPERVISION

The contractor shall construct this project utilizing the highest standards for the industry. Employees performing the work shall use the utmost care and craftsmanship in their trade. All work shall be performed by competent employees under the direction of a qualified supervisor. The City of Converse shall have unimpeded access to jobsite at all times.

LICENSURE AND PERMITS

The contractor shall ensure that all required licenses and permits are obtained and are current. Provide documentation to Mr. Jaime Noriega, Engineer prior to commencement of work.

COMPLIANCE WITH REGULATIONS

The Contractor is responsible for performance of work in accordance with these specifications. All work performed under this contract shall conform to the City of Converse standards and all other laws and regulations whether specifically noted or not.

MOBILIZATION

The Contractor should assume that there are no utilities and facilities available for use at or near the project site. The Contractor shall mobilize all equipment, temporary utilities, materials and any other temporary facilities required to perform the work. The Contractor shall furnish clean water and temporary sanitary facilities as required for his crews.

ACCESS AND SITE PREPARATION

The Contractor shall establish appropriate access to the project site along a route and in a manner that minimizes damage to the adjacent private property or the environment and as approved by the City. The Contractor shall protect all utilities and structures from damage. The Contractor shall maintain work areas in a clean and orderly condition; free of waste materials, debris, and rubbish.

SITE RESTORATION

Upon completion of the project to the satisfaction of the City's Representative, the Contractor shall restore the site and the access route to match the surrounding grade, restore any drainage ways open and clear of debris and verify that the site is ready for seeding or alternately restored to the conditions acceptable to the City's Representative.

All disturbed work areas surrounding the project site and areas along the access road where grass existed prior to construction shall be repaired with sod. Upon completion of field work, the Contractor shall remove all equipment, temporary utilities, left over materials and any other temporary facilities from all areas where Contractor performed work at the water plant site or offsite areas such as equipment and material storage sites.

SITE CLEANUP

Remove all waste, surplus materials, rubbish, and construction facilities from the site and restore it to its original condition.

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CITY OF CONVERSE - FURNISHED PROPERTY

No material, labor, or facilities will be furnished by City of Converse unless otherwise provided for in the Invitation.

SILENCE OF SPECIFICATIONS:

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with City of Converse's interpretation to prevail.

BRAND NAME OR TRADE NAME/MARK INSTRUCTIONS

If items in this Invitation to Bid have been identified, described or referenced in the Invitation for Bid by a "brand name" the or Trade Name/Mark description, such identification is intended to be descriptive, but not restrictive, and is to indicate quality and characteristics of products that maybe offered. Products may be considered for award if such products are clearly identified in the bids and are determined by City of Converse to meet its needs in all respects.

START OF WORK

The contractor shall begin work within five (5) days after he is issued a Notice to Proceed by the City of Converse.

WORKING HOURS

Any work on the weekend must be approved by the City of Converse. Contractor shall make a request to work weekends 48 hours prior to weekend in work.

REDLINE DRAWINGS

Contractor shall provide at the end of this project a set of understandable redlined drawings which accurately shows the locations installed; type of equipment and date installed on all equipment, components and work performed.

EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND:

Subsequent to the award and within five (5) days after the prescribed forms are presented for signature, the successful BIDDER shall execute and deliver to the OWNER a Construction Agreement in the form included in the contract documents in such number of copies as the OWNER may require.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful BIDDER shall, within the period specified in the preceding paragraph, furnish a Performance Bond and Payment Bond, in accordance with the following parameters:

1. A **Performance Bond** shall be executed in the full amount of the Contract conditioned upon the faithful performance of the Work in accordance with the plans, specifications, and Contract Documents. Said Bond shall be solely for the protection of the Owner.
2. A **Payment Bond** shall be executed in the full amount of the Contract, solely for the protection of all proper claimants supplying labor and material in the prosecution of the Work provided for in the Contract, for the use of each such claimant perfecting a proper claim.

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3. When bonds are required they shall serve as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the Construction Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty or surety company legally authorized to do business in the State of Texas.

INSURANCES

1. CONTRACTOR shall purchase and maintain such commercial general liability and other insurance as is appropriate for the Work being performed and furnished, and as will provide protection from claims set forth below, which may arise out of, or result from, CONTRACTOR's performance and furnishing of the Work, and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, to perform or furnish any of the Work, or by anyone for whose acts and/or omissions any of them may be liable:
 - a. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
 - d. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

The insurance shall include the specific coverages and be written for not less than the limits of liability and coverages specified by OWNER herein or required by law, whichever is greater. The commercial general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall be of an "occurrence" type, and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment, and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work. All insurance coverages furnished under the Contract Documents shall include the OWNER, ENGINEER and their officials, officers, partners, board members, agents and employees, as named additional insureds and hereinafter be referred to as "additional insureds."

2. Specific Coverages of Insurance Required by OWNER.
 - a. **Workmen's Compensation and Employer's Liability.** This insurance shall protect the laborer and insure the CONTRACTOR, and insulate the additional insureds, against all claims under applicable state workmen's compensation laws, pursuant to Section 1(a).

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The additional insureds shall also be protected under an Employer's Liability policy against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This Employer Liability policy shall include an "all states" endorsement. Employer's liability and Workmen's compensation. The liability limits shall not be less than: Statutory and \$100,000 each occurrence.

- b. **Comprehensive Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the additional insureds against all claims arising from the use of motor vehicles, and shall cover, on or off the site, all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Bodily Injury and property damage. The liability limits shall not be less than: \$500,000.00 combined single limit each occurrence
- c. **Commercial General Liability.** This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the CONTRACTOR and the additional insureds against all claims arising out of any intentional or negligent act and/or omissions of the CONTRACTOR or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage. Personal Injury and the liability limits shall not be less than:
Personal Injury- \$1,000,000.00 combined single limit each occurrence and Property damage -\$1,000,000.00 aggregate

If the CONTRACTOR's work, or work under his direction, requires blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, exploding, collapse of structures, or damage to underground property.

LIQUIDATED DAMAGES

The damage to OWNER by reason of the Contract not being completed as of that date are incapable of definite ascertainment, and the parties hereto have therefore mutually fixed and limited such damages to the sum of \$ 250.00 per day of each calendar day the job runs beyond such date, and the fixing of such damages constitutes a part of the consideration for the Contract. It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract, additional time is allowed for the completion of any Work, the new time fixed by such extension shall be of the essence of this Contract. Provided that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in the completion of work is due:

LUMP SUM

Price of an entire group of services, where no breakdown is given for individual items.

MAJOR BID ITEM

Any individual bid item submitted by Contractor whose total cost, as determined by multiplying the bid schedule line item quantity for that bid item by the Contract unit price also provided in that bid schedule line item, is equal to or greater than 5 percent of the original contract total amount. The preceding criteria notwithstanding, the Owner and Consultant **reserve the right** to identify or exclude specific bid items as being "Major" in the Special Conditions for each Project.

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SEQUENCE OF CONSTRUCTION

The logical and proper order in which the Contractor shall accomplish the Work.

SHOP DRAWINGS

Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are furnished by the Contractor and prepared by Contractor, first-tier or sub-tier subcontractors, manufacturer, supplier or distributor, and which illustrates and details some portion of the Work. Shop Drawings shall be furnished to the Owner as submittals.

SPECIFICATIONS

The specific instructions to the Contractor that are provided in the Contract Document as to the requirements for materials, equipment, certain construction procedures, standards and quality of workmanship for the Work and performance of related services and other technical requirements and forming a part of the Contract.

SUBCONTRACTOR

The individual, firm, equipment vendor, or corporation, having a first-tier subcontract with the prime or general Contractor, subject to the review of qualifications by the Consultant and the Owner's Representative, for the performance of a part of the Work. Sub-tier subcontractors must be identified by the subcontractors and be similarly subject to the review of qualifications by the Consultant and the Owner's Representative for the performance of a part of the Work.

SUBSTANTIAL COMPLETION

When construction of the project or a specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project, or specified part thereof could be utilized for the Owner's purposes for which it is intended.

SUPERINTENDENT

The Contractor's onsite project representative whom the Contractor has authorized to communicate with the City of Converse.

WORK

The entire completed construction or the various separately identifiable parts thereof required necessary, proper or incidental and required or reasonably inferable, to produce, construct and fully complete the construction project in strict accordance with the requirements of the Contract Documents. Work is the result of Contractor performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

CONSTRUCTION STAKES

The Contractor shall hire a licensed surveyor, at his expense, for field staking and any other surveying requirements pertinent to the project.

SPECIAL CONDITIONS

DESCRIPTION OF WORK:

CONTRACTOR shall furnish all materials, appliances, tools, equipment, transportation, services and all labor and superintendence necessary for construction of the work described herein. The

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completed work shall not lack any part which can be reasonably implied as necessary for proper and useful operation of the facility.

The work, in general, consists of the following:

1. Installation of pollution prevention measures
2. Installation of drainage system
3. Pavement restoration
4. Site cleanup and restoration

PROTECTION OF EXISTING FACILITIES:

Existing facilities including landscaping, grass, etc., disturbed or damaged by construction, shall be restored or repaired to original or better condition at CONTRACTOR's expense.

The CONTRACTOR is responsible for repair and clean-up of broken manholes, buried valve boxes, broken sewer pipe, and all other damage to public and private facilities caused by construction activities.

SUB-SURFACE CONDITIONS:

It is not represented that all existing underground structures are shown on the plans. When existing utilities or underground structures not shown on the plans are encountered which constitute obstruction to proposed construction, the ENGINEER shall be notified immediately. The ENGINEER is to determine action to be taken.

FORM OF SPECIFICATIONS:

Specifications are of the abbreviated, simplified or streamlined type and include incomplete sentences. The omission of words or phrases such as "the CONTRACTOR shall", "in conformity therewith", "Shall be", "as noted on the drawings", "according to the plans", "a", "an", "the", and "all" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings.

The specifications are interpreted to require that the CONTRACTOR shall provide all items, articles, materials, operation or methods listed, mentioned or scheduled whether on the plans or specified therein, or both, including all labor, materials, equipment and incidentals necessary and required for their completion.

Whenever the words "approved", "satisfactory", "designated", "submitted", "observed", or similar words or phrases are used it shall be assumed that the word "ENGINEER" follows the verb as the object of the clause, such as "approved by the ENGINEER".

All references to standard specifications or manufacturer's installation directions shall mean the latest edition thereof.

Reference to technical society, organization, body or code is made in specifications in accordance with the following abbreviations:

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AIEEE American Institute of Electrical and Electronic Engineers

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AISC American Institute of Steel Construction
AISI American Iron and Steel Institute
ANSI American National Standards Institute
API American Petroleum Institute
ASA American Standards Association
ASTM American Society for Testing Materials
AWS American Welding Society
AWWA American Waterworks Association
FS Federal Specifications
IPCEA Insulated Power Cable Engineer's Association
NEC National Electric Code
NEMA National Electrical Manufacturer's Association
NESC National Electric Safety Code
NFPA National Fire Protection Association
OSHA Occupational Safety and Health Administration
PCA Portland Cement Association
UL Underwriter's Laboratory

Some specification items cover construction requirements and materials in comprehensive manner, and only pertinent portions of these items apply.

For construction specifications or details not detailed in plans and/or specifications use relevant CITY OF CONVERSE standard.

Certain specifications published by the City of San Antonio and Texas Department of Transportation are included in this contract by reference. Items so referenced shall apply as if fully repeated herein and references shall be interpreted to mean the latest revision thereof with any amendments.

MAINTENANCE OF DRAINAGE:

During project construction, the Contractor shall maintain the function and capacity of existing drainage channels, overland flow routes, roadside ditches, storm sewers, or other drainage systems in and adjacent to the project site. It shall be the responsibility of the Contractor to include techniques in his construction procedure necessary to avoid limiting the function of existing drainage systems. These techniques include, but are not limited to, cutting temporary swales and/or pumping surface water to facilitate drainage of the project site or adjacent property. No extra pay.

At no time shall the Contractor construct improvements or temporarily place construction materials which may block overland drainage from property adjacent to the project site or which may result in ponding of water on property adjacent to the project site. Where the Contractor believes improvements called for on the construction drawings may block drainage from adjacent properties, the Contractor shall notify the Engineer prior to construction.

TRAFFIC CONTROL:

Unless otherwise set forth in these specifications, the CONTRACTOR shall receive no direct compensation for furnishing, erecting, and maintaining the necessary barricades, lights, flares, signs or for any other materials necessary for the good and proper safety, convenience, and direction of traffic during the period prior to final inspection and acceptance.

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DEWATERING:

It is the responsibility of the CONTRACTOR to include techniques in his construction procedure consistent with a wet environment. These techniques would include but not be limited to well points, sheet piles, ditches and sump pumping.

MATERIALS:

All work incorporated into the project shall be constructed with new materials unless otherwise specified.

SITE CONDITIONS

The work to be performed is within public Rights of Way owned by the City of Converse. It shall be the responsibility of the Contractor to investigate the conditions as they exist and include in the total bid price anticipated for handling this work.

WATER FOR CONSTRUCTION

The City will provide, at no cost, all water needed for construction purposes. The Contractor shall make all provisions for obtaining water, subject to approval of the water superintendent, and shall keep all connections neat and clean.

STORAGE OF MATERIALS

The Contractor shall make all arrangements for storage of materials and equipment during construction. The tank site may be used for orderly and safe storage of materials and equipment. The Contractor shall make arrangements with the City and the City will not be responsible for loss or damage of any material or equipment of the Contractor.

SUBCONTRACTORS

The Contractor shall utilize the services of skilled subcontractors.

ELECTRICITY

All appropriate electric current required by the Contractor shall be furnished by Contractor.

ORDER OF CONSTRUCTION

The Contractor shall make special effort to coordinate all activities with the Director of Utilities. The Contractor shall be responsible to ensure these activities are scheduled as required by the City and no claim shall be made by the Contractor, due to a lack of coordination between the City and the Contractor. The Contractor shall continually advise the City of work progress. In the event work cannot proceed on the planned schedule, the City shall be advised of schedule delays or revisions, immediately.

COMPLIANCE WITH ORDINANCES AND PUBLIC SAFETY

The Contractor shall comply with all safety regulations, ordinances and laws pertaining to this work. He shall provide and maintain suitable signs, barriers, walkways, scaffolds and other facilities and accessories where needed as required by OSHA, and conduct work in such a manner as to protect and not to interfere with the operations of the utility and the public.

TESTING OF MATERIALS

The Contractor is responsible for all testing costs incurred. Copies of all test reports shall be submitted to the Owner.

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Retests of materials or installations found defective in initial tests will be at CONTRACTOR's expense. The final pay estimate will not be processed until the CONTRACTOR has paid his portion of the laboratory testing invoices.

ENGINEER or representative of the ENGINEER has the right to temporarily halt construction for the purpose of acquiring test samples.

Copies of CONTRACTOR performed test results shall be submitted promptly to the ENGINEER.

GUARANTEE

The Contractor shall furnish the City of Converse, a one-year guarantee on the work completed under this Contract. The Owner reserves the right to inspect the water main extension once during this period and to have the Contractor to repair any defects other than those caused by normal wear or Acts of God. If defects are found and repaired, the Owner may re-inspect the water main again during the original one-year period.

DIRECTOR OF UTILITIES

Wherever used in the specifications, the word "Director of Utilities" shall mean Jonathan Smith, Director of Utilities for the City of Converse.

BID PROPOSAL SHEET

All bids must be submitted on the pages entitled "Bid Proposal". Being a municipality, the City of Converse is exempt from the State of Texas Sales Tax, and will sign an exemption certificate when presented by the Contractor.

PUBLIC RELATIONS

The Contractor shall make a special effort to maintain good public relations. Adequate clean up and assistance to adjacent property owners insofar as the work is concerned shall be included herein.

PAYMENT

Payment will be made on the basis as contained in the proposal for installing water main and shall be full compensation for all labor, materials, and supplies necessary for the completion of this work as contained herein.

CPS POLE BRACING

The Contractor shall coordinate with utility company and provide all labor, supervision, tools, equipment, and materials necessary to brace and/or relocate power poles as required to complete work. No contract days will be added due to delays. The City shall reimburse Contractor for direct fees incurred for bracing/relocation of power poles. Payment –Contractor shall provide receipts to CPS for reimbursement.

END OF SECTION

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

SPECIFICATIONS FOR DRAINAGE CONSTRUCTION

TECHNICAL SPECIFICATIONS

All materials, densities, composition, and construction standards to meet San Antonio Water System, TXDOT and City of San Antonio Construction standards and specifications and any testing specifications, and laboratory work requested by the City of Converse will adhere to these specifications.

All standard specifications, special provisions, and special specifications applicable to this Project are identified as follows:

City of San Antonio

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION(Latest Edition) Item Construction Specification

Construction Item Specification

100	Mobilization
101	PREPARATION OF RIGHT-OF-WAY
103.4	REMOVE MISCELLANEOUS CONCRETE
105.1	CHANNEL EXCAVATION (150 cy <X< 5000 cy)
200.1	ASPHALT TREATED BASE (10" COMPACTED DEPTH)
205.4	HOT MIX ASPHALTIC PAVEMENT-TYPE D (2" COMP. DEPTH)
410.2	GRAVEL SUBGRADE FILLER (100 cy <X< 1000 cy)
505.1	CONCRETE RIP RAP (5" THICK) (100 sy <X< 4000 cy)
506.1	CONCRETE RETAINING WALLS-COMBINATION TYPE
520.1	HYDROMULCHING
530	BARRICADES, SIGNS, AND TRAFFIC HANDLING
540	TEMPORARY EROSION & SW3P

* All of the SAWS, TxDOT, City of Converse, and CoSA standard specs intended for or potentially used in the Contract have been included in the TOC only. Items that may potentially be used are indicated as a contingency. For example, while no water main work is planned, it is possible that a waterline may need to be adjusted to resolve or avoid a conflict or a water main break and/or leak repair may be necessary.

Any specifications Items referenced in the above specifications will be considered as a part of these specifications.

In accordance with the use of governing specifications listed in the SAWS Standard Specifications for as identified above, the terms "City" shall be construed to mean "City of Converse" in the definition of all constructing guidelines and specifications.

ATTACHMENTS

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

(ATTACHMENT A) BID FOR CONTRACT

To:

Gentlemen,

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the Specifications including the Invitation for Bids, Instructions to Bidders, this Bid for Contract, the Form of Contract, the General Conditions for Construction, the Special Conditions, the General Scope of Work, the Technical Specifications and Drawings and Addenda, if any, on file in the office of the City of Converse proposes to furnish all labor, materials, equipment, machinery, permits and services including utility and transportation services required to complete the **GIBBS SPRAWL DRAINAGE IMPROVEMENTS** all in accordance therewith for the sum of:

In submitting this bid, it is understood that the right to reject any and all bids is reserved by the City of Converse. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

Bid security in the sum of _____ in the form of

is submitted herewith in accordance with the Specifications.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

The bidder represents that:

1. He () has, () has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor
2. He () has, () has not filed all required compliance reports and that representations indication submission of required compliance reports, signed by proposed subcontractors will be obtained prior to subcontract awards.
3. The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the clause.

By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest areas,

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

and wash rooms, restaurants and other eating areas, time clocks, locker rooms, other storage or dressing areas, transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. He further agrees that, except where he has obtained identical certifications from proposed subcontractors for the specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files and that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

**NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS
PRESCRIBED IN 18 USC 1001**

Date: _____

Name of Bidder: _____

Address of Bidder: _____

By: _____

Title: _____

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

(ATTACHMENT B)

Prime Bidder Affidavit

State of: Texas

County of:

_____, being first duly sworn, deposes and says that he is a partner, officer of the firm, corporation, etc. of the party making the foregoing proposal or bid and attests to the following:

1. That the affirmant employed no person, corporation, firm association, or other organization, either directly or indirectly to secure the public contract under which he received payment, other than persons regularly employed by the affirmant whose services in connection with the construction of public building or project or in securing the public contract were in the regular course of their duties for the affirmant;
2. That no part of the contract price received by affirmant was paid or will be paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affirmant whose services in connection with the construction of public building or project or in securing the public contract were in the regular course of their duties for the affirmant;
3. That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price of affirmant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Converse or any person interested in the proposal contract; and that all statements in said proposal or bid are true.

Signature _____

Subscribed and sworn to before me this ____ day of _____, 20__

My commission expires

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

(ATTACHMENT C)

BID PROPOSAL

PROPOSAL OF _____ a corporation a
 partnership consisting of _____ an
 individual doing business as _____

CITY OF CONVERSE:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the installation of valves and appurtenances, in accordance with the Plan and Specifications for the following prices to wit:

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
COSA 100	MOBILIZATION	LS	1		
COSA 101	PREPARATION OF RIGHT-OF-WAY	LS	1		
COSA 103.4	REMOVE MISCELLANEOUS CONCRETE	SY	75		
COSA 105.1	CHANNEL EXCAVATION (150 CY <x< 5000 CY)	CY	500		
COSA 200.1	ASPHALT TREATED BASE (10" COMPACTE DEPTH)	SY	12		
COSA 205.4	HOT MIX ASPHALTIC PAVEMENT-TYPE D (2" COMP. DEPTH)	SY	12		
COSA 410.2	GRAVEL SUBGRADE FILLER (100 CY <x< 1000 CY)	CY	130		
COSA 505.1	CONCRETE RIP RAP (5" THICK) (100 SY <x< 4000 SY)	SY	725		
COSA 506.1	CONCRETE RETAINING WALLS – COMBINATION TYPE (>50 CY)	CY	20		
COSA 520.1	HYDROMULCHING	SY	75		
COSA 530	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1		
COSA 540	TEMPORARY EROSION & SW3P	LS	1		

TOTAL BID AMOUNT \$ _____

_____ **DOLLARS AND** _____ **CENTS**

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The bidder offers to construct the project in accordance with the Contract Documents for the contract price, and to complete the Project within _____ calendar days after the date, as set forth in the Authorization to Proceed.

BIDDER'S SIGNATURE
& TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO./FAX NO.

OWNER RESERVES THE RIGHT TO ACCEPT THE OVERALL MOST RESPONSIBLE BID

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

(ATTACHMENT D)

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____ As PRINCIPAL, and As SURETY, are held and firmly bound unto Hereinafter call the "Local Authority", in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

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

_____.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same or, if no period be specified within, sixty (60) days after the said opening and shall within the period specified therefore, or if no period specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Authority in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, if the principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals, this ____ day of _____, 20__ , the name and corporate seal of each corporate party being hereto affixed, and the presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Individual Principal (Seal)

Business Address (Seal)

Individual Principal (Seal)

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

_____ Business Address (Seal)

_____ Corporate Principal

_____ Business Address

Attest: _____ Affix
_____ Corporate
_____ (Seal)

Attest: _____ (Seal)
_____ Corporate Surety

_____ Business Address (Seal)

_____ Affix
_____ Corporate
_____ (Seal)

Power of Attorney for person signing for surety company must be attached to bond.

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

(ATTACHMENT E)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that who signed the sale bond on behalf of the Principal was then of said corporation; that I know his signature and his signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

Corporate Seal

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

THE FOLLOWING FORMS ARE FOR INFORMATIONAL PURPOSES AND DO NOT NEED TO BE SUBMITTED WITH BID PROPOSALS AND WILL ONLY BE NEEDED IF CONTRACT AWARDED TO BIDDER•

NOTICE OF AWARD

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

NOTICE OF AWARD

TO: _____

Project Description: _____

Dear _____,

The Owner has considered the BID submitted by you for the above-described work in response to its Legal Notice and Invitation to Bid dated _____, 20__ and Instruction to Bidders.

You are hereby notified that your BID has been accepted in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Construction Agreement and furnish any required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute this Agreement and furnish any required bonds and insurance certificates within ten (10) days from the date of this Notice, Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your BID BOND.

The Owner will be entitled to such other rights as may be granted by law and equity.

You are required to promptly sign and return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 20__.

CITY OF _____, TEXAS

By: _____
Name: _____
Title: _____

CONTRACTOR'S ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____ this ____ day of _____, 19__.

By: _____
Name: _____
Title: _____

PERFORMANCE BOND

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor or Company) (Address of Contractor or Company)

a Corporation Partnership here in called "Principal" and _____
(Name of Surety or Company)

_____ (Address of Surety Company)
here in after called "Surety", are held and firmly bound unto _____
(Name of Recipient)

here in after called "Owner", in the penal sum of _____ dollars and _____ cents in
lawful money of the United States, for the payment of which sum well and truly to be we bind ourselves,
successors and assigns jointly and severally firmly in these presents.

THE CONDITION OF OBLIGATION is such that where as the Principal entered into a certain contract
with the Owner dated the ____day of _____, 20____, a copy of which is here to attached and made a
part here of for the construction of:

_____ (Project name & description)

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and
faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in
full force and effect.

Provided, further, that the said Surety, for value received here by stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder
or the specifications accompanying the same in any way affects its obligation on this bond, and it does here
by waive notice of any such change, extension of time, alteration or addition to the terms of the contract or
to the work or to the specifications.

IN WITNESS WHERE OF, this instrument is executed in _____ parts, one of which shall be deemed an
original, this ____Day of _____, 20____.

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

ATTEST:

(Principal)

By: _____
(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

By: _____
(Surety)

By: _____
(Witness as to Surety) (Attorney in Fact)

(Address) (Address)

Note: Date of bond must not be prior to date of Contract. If contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Texas.

PAYMENT BOND

GIBBS SPRAWL DRAINAGE IMPROVEMENTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____ of the City of Converse, County of Bexar, and State of Texas, as principle, and _____ as Surety, are held and firmly bound unto the (Project sponsor), in the penal sum of _____ Dollars, lawful money of the United States, well and truly to be paid to the _____ (Project sponsor), and we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

Where as the above bounden principal has entered into the forgoing contract with the _____ (Project Sponsor), attached hereto, and whereas, under the law said principle is required before commencing the work provide for in said contract to execute a bond in the amount of said contract solely for the protection of all claimant supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant;

Now, therefore, the condition of the obligation is such that if the above bounden principle, his or its heirs, successors, executor and administrators shall well and faithfully make payments to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract aforesaid, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

WITNESS our hands this the _____ day of _____, 2018

PRINCIPLE (Print Firm Name)

By: _____

Title: _____

Address: _____

SURETY (Print Firm Name)

*By: _____

Title: _____

Address: _____

***NOTE:** Date of bond must not be prior to date of Contract. If contractor is Partnership, all partners should execute bond. If signed by an officer of the Surety Company there must be on file a certified extract from the by-laws showing that this person has authority to sign obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

IMPORTANT: *Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Texas.*