

Document 00520

**AGREEMENT**

**Project:** Grand Parkway Natural Gas Gate

**Project Location:** Grand Parkway Town Center

**Project Bid No:** 2024-07

**E&P Project No:** 2023-10016

**The City:** The City of Tomball, County of Harris, Texas (the "City")

and

**Contractor:** Tracker Energy Services, Inc.

(Address for Written Notice) 1067 FM 306, Suite 507, New Braunfels, Texas 78130

**Email Address:** jrogers@eutilsolutions.com

**City Engineer is:** Troy Toland, PE

(Address for Written Notice) 501 James Street, Tomball, Texas 77375

**Email Address:** ttoland@tomballtx.gov

**THE CITY AND CONTRACTOR AGREE AS FOLLOWS:**

**ARTICLE 1**

**THE WORK OF THE CONTRACT**

1.1 Contractor shall perform the Work in accordance with the Contract.

**ARTICLE 2**

**CONTRACT TIME**

2.1 Contractor shall achieve Date of Substantial Completion within **90 days** after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3  
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$449,766.40, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 Not Applicable

**ARTICLE 4  
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [ ] 10th, [ ] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).  
For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

**ARTICLE 5**  
**CONTRACTOR REPRESENTATIONS**

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 6**

**MISCELLANEOUS PROVISIONS**

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

6.3 Contractor further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

6.4 In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the company covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the contractor is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

6.5 When conducting activities for the City of Tomball, contractor will adhere to the City's Storm Water Management Plan and permit issued by the Texas Commission on Environmental Quality.

**ARTICLE 7**

**ENUMERATION OF CONTRACT DOCUMENTS**

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated [N/A]

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[ X ] 00410B	Bid Form – Part B
[ X ] 00500	Form of Business
[ X ] 00501	Resolution of Corporation (if a corporation)
[ X ] 00610	Performance Bond
[ X ] 00611	Statutory Payment Bond
[ X ] 00612	One-year Maintenance Bond
[ X ] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[ X ] 00800	Exhibit A, Wage Rates
[ ] 00821	Wage Rate for Building Construction
[ ] 00830	Trench Safety Geotechnical Information

**ARTICLE 8**

**SIGNATURES**

8.1 This Agreement is executed in two originals and is effective on \_\_\_\_\_.

CONTRACTOR:

(If Joint Venture)

By: JWB  
Name: Jeremy Blevins  
Title: President  
Date: 2/13/2024  
Tax Identification Number: 46-5188810

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tax Identification Number: \_\_\_\_\_

ATTEST/SEAL:

[SEAL]

Attest: Wendy Rogers, SECRETARY

Date: 2/13/2024

CITY OF TOMBALL, TEXAS:

By: \_\_\_\_\_  
City Manager

ATTEST/SEAL:

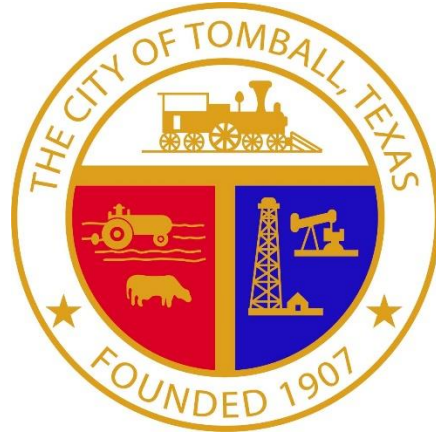
Date: \_\_\_\_\_

[SEAL]

Attest: \_\_\_\_\_  
City Secretary

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

END OF DOCUMENT



**City of Tomball**

**Bid Number: 2024-07**

**Grand Parkway Natural Gas Gate**

**Due: February 8, 2024, at 2:00 PM**

**City of Tomball Bid Number 2024-07**  
**Grand Parkway Natural Gas Gate**  
**Responses due by February 8, 2024, No Later Than 2:00 pm**

**I. Background**

The City of Tomball (City) is soliciting sealed bids for Bid Number 2024-07, This project constructs a natural gas city gate which will connect pipeline feed from Kinder Morgan to a newly installed distribution system in the site development referred to as Grand Parkway Town Center. The new city gate is referred to as Grand Parkway City Gate. This project is a collaborative effort with Kinder Morgan

It is the intention of the City of Tomball to enter into a services agreement with a reliable company to provide the required services in accordance with the Exhibit A – Scope of Work.

**II. Questions**

Questions shall be directed to the City Project Assistant, Ty Wallace, via email at **[twallace@tomballtx.gov](mailto:twallace@tomballtx.gov)**.

Bidders are cautioned that any statements made by the contact person that materially changes any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written addendum to the bid document. To find out whether the City of Tomball intends to issue an addendum reflecting a statement made by the contract person, contact the Project Assistant.

**III. Scope of Work**

For the complete Scope of Work please see **Exhibit A – Scope of Work**.

**IV. Definitions**

- A. Vendor – the individual or entity with whom the owner has entered into the agreement.
- B. Sub-Vendor – an individual or entity having direct contact with Vendor or with any other Sub-Vendor for the performance of a part of the work at the identified project.

Note: Vendor must perform 51% or more of the contract work. Sub-Vendor cannot perform more than 49% of the contract work.



## **V. Antitrust**

By entering into a contract for goods or services with the City of Tomball, the successful bidder conveys, sells, assigns, and transfer to the City of Tomball, Texas, all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Texas that relate to the particular good or service purchased or acquired by the City of Tomball under said contract.

## **VI. Applicable Law**

The contract shall be governed in all respects by the laws of the State of Texas, and any litigation with respect thereto shall be brought in the courts of the State of Texas. The successful bidder shall comply with applicable federal, state, and local laws and regulations.

## **VII. Assignment of Contract**

The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Tomball.

If the Vendor does, without such previous consent, assign, transfer, sublet, convey, or otherwise dispose of the contract or his right, title, or interest therein or any part thereof, to any person or persons, partnership, company, firm, or corporation, or does by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract may, at the option of the Owner be revoked and annulled, unless the Sureties shall successfully complete said contract, and in the event of any such revocation or annulment, any monies due or to become due under or by virtue of said contract shall be retained by the Owner as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

## **VIII. Documentation**

Bidder shall prove, with this bid package, all documentation required in the specifications. Failure to provide this information may result in rejection of bid.

## **IX. Addenda**

Any interpretations, corrections, or changes to the Request for Bid package will be made by addenda. Sole issuing authority of addenda shall be the City of Tomball, Harris County, Texas, Project Manager. Addenda will be emailed to all vendors known to have received a copy of this bid package.

Bidders who submit a bid on this project shall be presumed to have received all addenda and to have included any cost thereof in their bids, regardless of whether they acknowledge the addenda or not.

No addendum will be issued later than noon on Monday before the Bid Date, except Addenda with minor clarifications, withdrawing request for Bids, or postponing Bid Dates.

**X. Pre-Bid Conference**

The Pre-Bid Conference is not mandatory but it will take place virtually via Teams on February 1, 2024 at 10:00 AM CST.

**XI. Preparation of Bid**

Each bid must be submitted on the prescribed form. All blanks must be complete, in ink or typewritten, in both word and figures. Bidder shall initial all pages except signature page of the Bid Form.

Bidder is responsible for all costs incurred and associated with preparation of its Bid. No rider or condition shall be placed on the bid, the language of which cannot be interpreted as a firm bid and which is not clear as to the meaning.

- A. In the event of an error in extending a Unit Price or total of extended Unit Prices, Unit Price shall govern.
- B. In the event of an error in totaling Alternates, price for each Alternate shall govern.

The City of Tomball accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

**XII. Alternate Bid**

No substitution of products will be considered during the bidding period.

**XIII. Bid Submission**

**One (1) original and one (1) copy** of the sealed bid clearly marked "Bid Number 2024-07, Grand Parkway Natural Gas Gate" no later than **2:00 p.m. on Thursday, February 8, 2024**, to:

**City of Tomball  
Project Manager  
501 James Street  
Tomball, Texas 77375**

All bids must be in the possession of the Project Manager at or before the date and time specified. Bids received by mail after that time, whether postmarked prior, will not be accepted. It is the bidder's responsibility to allow sufficient time for the delivery of the bid by whatever means selected by the bidder. The only acceptable evidence to establish the time of receipt is the time and date stamp of that office on the bid envelope or other documentary evidence of receipt used by our offices.

Failure to submit a Bid on the Bid Form provided shall be considered just cause for rejection of the Bid. Modifications or additions to any original wording of any portion of the bid document may be just cause for rejection of the bid. The City of Tomball reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. Bidder is to submit bid in a SEALED envelope with the bid number and description, closing date and time, and company name clearly printed on the outside of the bid envelope.

#### **XIV. Bid Security**

- A. Bidder shall submit a Security Deposit with its sealed bid, in an amount equal to ten percent (10%) as either:
  - i. Certified Check or Cashier's Check
    - 1. Bidder shall make check payable to the City of Tomball; and
    - 2. A check submitted on the condition that if the bidder is named lowest responsible bidder and fails either to timely and/or properly submit documents required, the City will cash the check.
  - ii. Bid Bond
    - 1. The bid bond must be valid and enforceable bond, signed by a Surety that complies with requirements as established by law.
    - 2. The bid bond must name the City of Tomball as obligee and be signed by the bidder as principal and signed and sealed by the Surety.
    - 3. The bid must be conditioned such that if the bidder is named lowest responsible bidder.
- B. Security deposits will be retained until after the Contract is awarded or all bids are rejected.
- C. The lowest responsible bidder forfeits Security Deposit if it fails to timely and properly submit documents. The City may claim an amount equal to the difference between the total bid price of the defaulting bidder and the total bid price of the bidder awarded the Contract. If Security Deposit is a check, the City will reimburse any remaining balance to the defaulting bidder.

#### **XV. Bid Opening**

The meeting to open bids is opened to the public. All bidders are invited to attend.

The Project Manager will tabulate, record, and evaluate submitted bids. The City may reject all bids or may reject any defective bid. Bid tabulations will be emailed to each bidder following the bid opening and review.

#### **XVI. Bid Acceptance**

The City will send the lowest responsible bidder a Notice of Intent to Award. Acceptance by the City is conditioned upon bidder's timely and proper submittal of all required documents listed in the Post-Bid Procedures, and City Council's approval.

The Bid remains open to acceptance and is irrevocable for the period of time stated in the Bid Acceptance Period.

#### **XVII. Bid Acceptance Period**

Any bid submitted as a result of the solicitation shall be binding on the bidder for forty- five (45) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

#### **XVIII. Bid Corrections**

Corrections or modifications to bidder supplied information (i.e. product information, pricing, etc.) may be made prior to bid opening date and time by an authorized representative of the bidding firm. Corrections shall be initialed in ink adjacent to each correction by the person signing the bid. Corrections or modifications received after the closing time specified on the bid form will not be accepted.

#### **XIX. Bid Withdrawal**

After bids are opened, bidders shall not withdraw or cancel such bids and all sums deposited with such bid or proposal will be held by the City of Tomball until all proposals or bids, timely submitted, have been canvassed and award of contract made, signed and, if a performance bond is required, furnished, and approved. All sums deposited with bids or proposals will then be returned to the respective bidders.

A bidder may withdraw a bid, if the City of Tomball fails to award or issue a notice of intent to award the bid, within forty-five (45) calendar days after the date fixed for the opening of bids. No partial withdrawals are permitted. Only complete bid withdrawals are permitted.

#### **XX. Bid Disqualification**

The City may disqualify a bid if the bidder:

- A. Fails to provide required Security Deposit in the proper amount;
- B. Improperly or illegibly completes information required by the bid documents;
- C. Fails to sign or improperly signs bid documents;
- D. Qualifies its bid; or
- E. Improperly submits its bid.

When requested, the lowest responsible bidder shall present satisfactory evidence that bidder has regularly engaged in performing work as proposed in the Scope of Work, and has the capital, labor, equipment, and materials to perform the work as identified.

#### **XXI. Bidder Certification**

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

#### **XXII. Brand Names**

Bidder shall indicate the make, brand, series, or other identifying nomenclature of the product(s) being offered.

Only solicitations on items conforming exactly to these specifications will be considered in determining an award. "Conforming exactly to these specifications" includes bidding only the brand name(s), if specified in the solicitation.

Unless otherwise specified, items shall be new and unused and of current production.

### **XXIII. Cash Discounts**

In connection with any cash discount specified in this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date of correct invoice received by the Finance Department of the City of Tomball, if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the city warrant or check.

### **XXIV. Certification of Independent Price Determination**

The bidder certifies that the prices submitted in response to this solicitation have been arrived at independently and without- for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

### **XXV. Collusion Among Bidders**

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders.

### **XXVI. Cooperative Purchasing**

The City of Tomball participates in the State of Texas Cooperative Purchasing Program administered by the Texas Building and Procurement Commission. Where applicable the City of Tomball will compare bid prices from Cooperative Purchasing Programs and award to the bidder providing the lowest or best value.

Subject to Section 271.102, Texas Local Government Code, governmental entities utilizing Inter-Local Cooperative Purchasing agreements with the City of Tomball will be eligible, but not obligated, to purchase materials or services under this contract awarded as a result of this solicitation. All purchases for materials and services by Governmental Entities other than the City of Tomball will be ordered by and billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Tomball will not be responsible for another Governmental Entity's debts. Should other Governmental Entities decide to participate in this contract, the Vendor agrees that all terms, conditions, specifications, and pricing would apply.

### **XXVII. Vendor Protest**

If a vendor would like to issue a formal protest with the City of Tomball concerning this solicitation, the protest must be tendered to the City Secretary Office within 48 hours after the Award by the City Council. The protest must be typed, include the bid or proposal number, date and time of the Bid Opening Conference, statement of the aggrieved situation, and the protest must be signed by an authorized party of the vendor company.

Within 24 hours of receipt of the protest, the City will invoke a peer panel review consisting of the City Manager, Director of Finance, and a staff member appointed by the City Manager. This panel will review the protest and all relevant documentation provided by the vendor and the Project Manager. After

reviewing all evidence and supporting documentation the panel will render a decision on the validity of the protest and any findings and recommendations that could be so warranted. The recommendation will be forwarded to the City Secretary Office and the Vendor.

**XXVIII. Eligible Bidder**

Bidders are limited to those people or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

The bidder may be required before the award of any bid to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the product or service specified therein in a satisfactory manner. The bidder may be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to provide the product or service, and the bidder shall furnish the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the bid.

All bids will be signed by an authorized officer or agent of the bidding company or person. Bidder shall not bid as an agent for another person or company unless the bidder specifies on the bid that they are bidding as an agent. The bidder shall specify that they are an agent by following this example format:

XYZ Company as agent for ABC Company, or  
John Smith as agent for ABC Company

**XXIX. Errors of Extension**

If the unit price and the extension price are at variance, the unit price shall prevail.

**XXX. Exceptions**

Bidders taking exception to any part or section of this solicitation shall indicate such exception on the bid form or on an attached page. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional, qualified, or alternate bids, unless specifically allowed, shall be subject to rejection in whole or in part.

**XXXI. F.O.B. Point**

All prices of item(s) bid shall be quoted FOB City of Tomball, Texas, destination, unless otherwise stipulated in the specifications.

**XXXII. Time of Delivery**

Time of delivery shall be stated as specified in attached specifications.

### **XXXIII. Prices**

All delivery and freight charges are to be included in the bid price.

Prices will be considered as net if no cash discount is indicated on the bid. The bidder should show in the bid package both the unit price and total amount, where required, of each item listed.

The City of Tomball, Harris County, Texas is exempt from State of Texas sales tax and a tax exemption certificate shall be furnished by the City of Tomball, Harris County, Texas, to the successful bidder upon request.

### **XXXIV. Informalities and Irregularities**

The City of Tomball has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the service or product being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the product or service being procured.

### **XXXV. Nonconforming Terms and Conditions**

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City of Tomball reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

### **XXXVI. Liabilities**

The vendor shall hold the City of Tomball, its officers, agents, servants and employees harmless from liability of any nature or kind because of the use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid and agrees to defend, at vendor's own expense, any and all actions brought against the City of Tomball or the bidder because of the unauthorized use of such articles.

### **XXXVII. Liquidated Damages**

In the event completion or delivery is not made within the stated time period (without acceptable reasons of delay and written consent from the City), the City reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or other causes beyond his control; provided an extension of time is obtained from the Project Manager.

### **XXXVIII. Insurance**

Vendors shall obtain and keep the duration of the contract insurance against claims for injuries to persons or damage to property, which arise from or in connection with the performance of the executed agreement. The Vendor shall pay the cost of such insurance.

- A. The amount of insurance shall not be less than:
  - i. Commercial General Liability: Minimum of \$1,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Vendor's liability (if applicable) written on an occurrence form.
  - ii. Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
  - iii. Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- B. Each insurance policy required by this Agreement shall have the following clauses:
  - i. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City of Tomball".
  - ii. "It is agreed that any insurance or self-insurance maintained by the City of Tomball, its elected or appointed officials, employees, agents and volunteers shall be excess of Vendor's insurance and shall not contribute with insurance provided by this policy."
- C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall have the following clause in a separate endorsement:
  - i. "The City of Tomball, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City of Tomball."
- D. Insurance is to be placed with insurers acceptable to and approved by the City of Tomball. Vendor's insurer must be authorized to do business in Texas at the time the license is executed and throughout the period the license is maintained, unless otherwise agreed to in writing by the City of Tomball. Failure to keep or renew coverage or to supply evidence of renewal will be treated as a material breach of contract.
- E. City shall be given original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the city before work begins on the premises.
- F. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- G. Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Vendor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.



- H. Vendor shall include all its Vendors as insured under its policies or shall furnish separate certificates and endorsements for each Vendor. All coverages for Vendor's Vendors shall be subject to all the requirements stated herein.
- I. Nothing contained herein shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from the activities of Vendor or its agents, employees, invitees, or Vendors upon the Premises during the License Period.

**XXXIX. Oral Statements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this bid document. All modifications to this bid document shall be made by the official issuance of an addendum by the Project Manager of the City of Tomball.

**XL. Purchase Authorization Requirements**

Purchases of more than \$50,000 require a signed contract and/or purchase order and must be approved by City Council.

Bidders providing products or services without a signed contract and/or purchase order to do so at their own risk. The City of Tomball, Harris County, Texas will not be liable for payment for any product or service provided under this bid unless a valid contract and/or purchase order has been issued to the successful bidder.

**XLI. References**

The City of Tomball may request the bidder to supply, with this bid package, a list of at least three (3) references where like services or products have been supplied by their firm or company. If requested, include the name of the firm or company, mailing address, telephone number and contact person.

**XLII. Reject Item(s)**

Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Tomball.

**XLIII. Rights Reserved**

This bid must comply with all federal, state and local laws concerning this product or service.

The City of Tomball reserves the right to accept or reject any or all bids, to accept a bid in part or in whole, to waive informalities or irregularities and to award bid to the lowest responsible bidder.

**XLIV. Samples**

Samples of products, when required, shall be furnished free of cost of any sort to the City. Samples of products may be retained for future comparison.

Samples which are not destroyed by testing, or which are not retained for future comparison will be returned to bidder upon request received by the City within 10 days after bid opening and at bidder's expense.

**XLV. Contract Terms**

Successful vendor will be awarded the contract, effective from the date of the award as determined by the City of Tomball. The contract will expire based on the terms and conditions of the approved contract. All prices will be held firm for the length of the contract.

**XLVI. Renewal Options**

The City of Tomball reserves the right to exercise an option to renew the contract with the successful Vendor for five (5) additional one-year terms, provided such an option is agreed upon by both parties. Price increases and/or decreases, agreed upon by both parties, would be limited to the lesser of the average change over the prior twelve months Consumer Price Index – All Urban Consumers – Houston Area, or in the Consumer Price Index – All Urban Consumers – US City Average.

**XLVII. Funding**

Funds for payment have been provided through the City of Tomball budget approved by the City Council for this fiscal year only. State of Texas statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Tomball fiscal year shall be subject to budget approval.

**XLVIII. Additional Information**

Vendor will only be allowed to invoice for the cost of services/goods in compliance with the submitted bid as accepted by the City of Tomball. Payment will be made within thirty (30) days after receipt and acceptance by the receiving Department of all services, materials ordered, and the receipt of an accurate invoice from the vendor.

1. Invoices must have a complete description of the goods provided at the contracted price, the purchase order number, and address of service location or delivery address.
2. Upon the Award of Contract, Vendor may receive a request to process payments electronically.
3. Invoices shall be sent to the following address:

**City of Tomball 501 James Street  
Tomball, Texas 77375  
Or by email at: [apayable@tomballtx.gov](mailto:apayable@tomballtx.gov)**

Further Information:

- A. Section 176.006 of the Texas Local Government Code, as amended through HB 23, requires a vendor of the City of Tomball to file a completed conflict of interest questionnaire (Form CIQ) if the Respondent has a business relationship with the City and:
  1. the date the Respondent begins discussions or negotiations to enter a contract with the City of Tomball or submits an application or response to a sealed bid request; or

2. the date the Respondent becomes aware of any business relationship as outlined in the preceding paragraph.

“Local Government Officer” means:

1. a member of the governing body (i.e., mayor or council member);
2. a director, superintendent, administrator, or other person designated as an executive officer of the City of Tomball; or
3. an agent of the City of Tomball who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

State law requires that a vendor file an updated completed questionnaire with the City Secretary’s office not later than the 7th business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Compliance with this law is the responsibility of each responding Proposer.

The Conflict-of-Interest Questionnaire (Form CIQ) is attached to this bid packet.

Vendor certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Vendor further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Tomball purchases, a vendor that is awarded a contract or purchase that is greater than \$25,000 must electronically create a Form 1295 through the Texas Ethics Commission website and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.  
([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm))

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT A – SCOPE OF WORK**  
**BID 2024-07: Grand Parkway Natural Gas Gate**

This project constructs a natural gas city gate which will connect pipeline feed from Kinder Morgan to a newly installed distribution system in the site development referred to as Grand Parkway Town Center. The new city gate is referred to as Grand Parkway City Gate. This project is a collaborative effort with Kinder Morgan:

**SCOPE OF WORK**

All items of work required to complete the project as shown or implied by the plans and as specified in the contract documents which are not listed as a pay item in the proposal, are considered incidental to the pay item installed.

Contractor must supply all labor, materials, tools, and equipment necessary to properly complete the scope of work proposed in accordance with the project requirements, bidding documents and industry best practices for the construction of Grand Parkway City Gate per the attached plans. Contractor must obtain approval for all materials prior to installation.

Kinder Morgan construction personnel may be on-site. Access to their portion of the project site must not be impeded at any time. Contractor is expected to coordinate work and staging areas with Kinder Morgan to ensure Kinder Morgan construction is not impacted by the performance of this scope of work.

Below is the full scope of work to be expected of the selected Contractor:

**I. Quantities and Measurements**

All items will be measured and paid as lump sum items on a percent complete basis. The descriptions of the bid items are as follows:

**II. Mobilization and Demobilization**

- A. This item shall be paid on a lump sum basis and includes all costs on a one-time basis respectively for mobilization and demobilization of equipment, labor, insurance, bonds and related expenses necessary to complete this project. Additional mobilization/demobilization will be coordinated and approved by the City. Price for this item must not exceed 5% of the total contract. This item will be paid at mobilization (70%) and demobilization (30%) at construction start and end, respectively.

### **III. Station Fabrication**

- A. This item includes procuring and assembling of a new city gate station, including all appurtenances as detailed in the station design in accordance with City standards and the station requirements included in the plans. Contractor shall furnish all materials as per the Bill of Materials specified in the station design with all required accessories necessary for the intended operation of the system. Some materials are designated in the Bill of Materials as "installation only"; these items are to be procured by the City. Contractor is responsible for coordinating with the City to take receipt of said items. Fabrication off-site is not allowed. Material Test Reports and Bills of Laden must be reviewed and approved prior to fabrication and are considered turnover documents.

### **IV. Station Installation**

This item shall be paid on a lump sum basis and includes the installation of a new city gate station, including all appurtenances as detailed in the station design, station layout and station requirements. Contractor shall furnish station with all required accessories necessary for the intended operation of the system, including but not limited to the following:

- a. Welding pipe, fittings, valves, and equipment
- b. X-ray 100% welds
- c. Pressure testing
- d. Installing station, complete in place
- e. Installing odorizer, complete in place
- f. Installing separator, complete in place
- g. Concrete sleepers
- h. Air-Ground interface wrapping
- i. Station supports
- j. Protective coating
- k. Trench excavation and protection
- l. Field verification of existing utilities in the work area
- m. Furnishing all turnover documents to City, including but not limited to contractor redlines and pressure test documentation.

## **V. Inlet Piping**

This item shall be paid on a lump sum basis for the high-pressure main line installation, which includes the fabrication, testing and installation of 110 LF of 4" API 5L X-42 steel. This scope begins with an above ground flange connection to the Kinder Morgan meter station, transitions to the underground and terminates with a riser on the upstream side of the City Gate Station to the inlet flange of the separator. This line may also be referred to as the upstream line. The station layout provides a concept for the general placement of the upstream line and is subject to change once both stations (Kinder Morgan supply station and City Gate Station itemized above) are installed. Contractor shall furnish this item with all required accessories necessary for the intended operation of the system, including but not limited to the following:

- a. Welding pipe, fittings, and valves
- b. X-ray 100% of welds
- c. Field verification of existing utilities in the work area.
- d. Trench excavation and protection
- e. Installation and compaction of pipe bedding, embedment and backfill
- f. Pressure testing
- g. Connecting upstream line to Kinder Morgan meter station and Grand Parkway City Gate, which includes isolation kits at both respective connections. This also includes installation of a test station and 17 lb magnesium anode.
- h. Site restoration to restore site to original or better condition.

## **VI. Outlet Piping**

This item shall be paid on a lump sum basis for the low-pressure main line, which installed and includes the fabrication, testing and installation of 5 LF of 6" API 5L-X42 steel and 105 LF of 4" PE 4710 SDR 11. This scope begins with a weld-neck flange at the downstream end of the City Gate Station, risers down to the underground, transitions to PE 4710 and terminates with a 6" polyethylene ball valve and 6" inline tee at Rocky Rd. Contractor must purge all air off of the existing gas system and cut in the 6" inline tee on the existing 6" main previously installed within Rocky Rd right-of-way. This line may also be referred to as the downstream line. Contractor must also cut out existing 6" tee at existing lateral into the site and replace with 6" polyethylene. Existing riser at end of existing 6" lateral must also be removed. Contractor may elect to re-use any portion of the existing 6" line that is abandoned. Pressure gauge and all above ground appurtenances must be returned to designated City of Tomball gas representative. All materials and labor must meet or exceed City of Tomball gas installation requirements. Contractor shall furnish this item with all required accessories necessary for the intended operation of the system, including but not limited to the following:

- a. Joining and welding pipe and fittings
- b. Tracer wire installation at the transition fitting per project requirements.
- c. Connecting tracer wire to any pre-existing tracer wire in the tie-in area.
- d. Installing ball valve complete in place with valve stack.

- e. Field verification of existing utilities in the work area.
- f. Trench excavation and protection
- g. Installation and compaction of pipe bedding, embedment and backfill
- h. Pressure testing
- i. Connecting downstream line to Grand Parkway City Gate and Town Center polyethylene system, which includes isolation kit at the Grand Parkway City Gate outlet connection.
- j. Transition fitting, including the Installation of a test station, 5-pound zinc anode, and 17-pound magnesium anode per station requirements.
- k. Cutting in new 6" inline tee.
- l. Cutting out existing 6" inline tee.
- m. Removal of existing above ground riser.
- n. Site restoration to restore site to original or better condition.

**VII. Site Improvements**

This item shall be paid on a lump sum basis and includes the installation of a lateral driveway, security fence and gates, and rock finish, including all appurtenances as detailed in the station layout, site details and station requirements. Contractor shall match existing drive entrance grade and materials as noted in the station layout and site details. Driveway must be 16' width and allow access to the site as noted on the plans. Driveway must consist of 4" caliche pad with 2" clean #57 stone as noted on site details. Driveway covers an approximate 1,395 square foot area. Contractor must install 6' tall perimeter security fence, 1-20' wide gates, and 2-4' wide man-gates as noted on site details. Fenced area must be leveled and finished with clean #57 stone; the total fenced area is approximately 10,500 square feet. Contractor must furnish all materials with all required accessories necessary for the site ingress, egress, security and protective measures, including but not limited to the following:

- a. Site work, including but not limited to ground leveling, driveway extension & final site finishing.
- b. Perimeter fencing, man gates, double gates and fence grounding. Contractor must install privacy slats on all perimeter fencing and gates.
- c. Site restoration restore site to original or better condition.
- d. Furnishing all turnover documents to City, including but not limited to contractor redlines.



**VIII. System Commissioning**

This item shall be paid on a lump sum basis and includes the commissioning of the new system which includes the upstream line, downstream line, and new city gate station, including all appurtenances as detailed in the station design, station layout and station requirements. Contractor shall furnish station with all required accessories necessary for the intended operation of the system, including but not limited to the following:

- a. Provide assistance to Kinder Morgan and City personnel with commissioning the upstream line.
- b. Provide assistance to YZ and City personnel for the initial odorant injection into the system and commissioning the downstream line.

**IX. General Requirements**

- a. Actual final location of the upstream line, downstream line, station and odorizer must be coordinated in the field with City of Tomball.
- b. Contractor must be licensed and City approved in order to perform any proposed installations for the City of Tomball natural gas distribution system. All personnel must meet or exceed City of Tomball Gas Department Operator Qualification requirements and must have all licenses and qualification credentials on site and readily available at all times during all construction phases.
- c. Contractor must provide a list of qualified personnel prior to construction start for approval. New personnel added throughout the project must be qualified and added to the list of approved contractor personnel prior to working on-site. Personnel is considered qualified if badged through Energy Worldnet and accepted by City of Tomball.
- d. Prior to construction, natural gas contractor must be familiar with City of Tomball construction requirements, the plans (including all notes) and any other applicable standards or specifications relevant to the proper completion of the work specified. Failure on the part of the contractor to be familiar with all standards and specifications pertaining to this work shall in no way relieve the contractor of responsibility for performing the work in accordance with all such applicable standards and specifications or be cause for additional compensation.
- e. Contractor shall comply with latest edition of OSHA regulations and the State of Texas laws concerning excavation.
- f. Contractor is required to have one call tickets on site at all times.
- g. Contractor is responsible for proper trenching and the associated trench safety.
- h. Construction inspection will be performed by the City of Tomball Gas Department or a designated representative(s). Unrestricted access must be provided to City representatives at all times. Contractor is responsible for understanding and scheduling required inspections.
- i. All proposed gas lines must be installed, tested and activated in accordance with applicable codes, standards and industry best practices. The complete scope of work is to be performed under the supervision of the City of Tomball Gas Department or designated representative.

- j. City of Tomball natural gas distribution system installations must meet or exceed the following minimum standards, listed in no particular order:
  - I. Title 49 Code of Federal Regulations Parts 192, 199 & 40
  - II. Texas Administrative Code Title 43 Chapter 21 Subchapter C Rule 21.40
  - III. Texas Administrative Code Title 16 Chapter 18 Underground Pipeline Damage Prevention
  - IV. Texas Administrative Code Title 16 Chapter 8 Pipeline Safety Rules
  - V. City of Tomball Construction Requirements
  - VI. City of Tomball Operations & Maintenance Manual
  - VII. ANSI GPTC Z380.1-2018
  - VIII. ASME B31.8
  - IX. AGA, CGA and NACE Best Practices
  - X. Industry best practices must also be adhered to at all times. In the event of a conflict between any of the references, the more stringent requirement governs.
- k. All necessary tools and equipment must be maintained in good working condition at all times.
- l. City of Tomball Gas Department reserves the right to inspect each material order upon delivery and, at the option City of Tomball, reject any items not meeting City criteria.
- m. Contractor must perform a receiving inspection when materials are delivered, and any shipping damage must be addressed immediately. The receiving inspection must confirm the Packing List, Bill of Lading and physical products received are in agreement.
- n. Before and during pipe unloading, Contractor must inspect for damage, carefully inspecting any cuts, abrasions, scrapes, gouges tears and/or punctures and consult with designated City of Tomball Gas personnel for damage assessment guidelines.
- o. Any handling of pipe, materials or equipment must be done in such a manner as not to damage, or cause it to damage any pipe, materials or equipment. Any such items on the project site are the responsibility of the contractor and the contractor must pay for any pipe, materials or equipment lost, stolen or damaged at the construction site and/or material staging site. Contractor must make every effort to avoid scuffing or gouging the pipe surface while transporting, unloading and/or installing the pipe. Any defects or repairs must be reported to and inspected by City of Tomball.
- p. During the course of construction, diligent care must be exercised by the contractor to keep the interior of the line clean. At the end of each day's work, and when the ends of the installed pipe are left unattended, the pipe ends must be securely closed to prevent the entrance of water, animals, trash or any other obstructions, and must not be opened until work is resumed. Any and all work required to ensure the pipe is clear of debris and other matter or to remove such obstructions is Contractor's expense. Intrusion incidents will require air purging, sponging, and/or purging of the pipe segment that is contaminated. Procedures for such are at the discretion of City of Tomball.

- q. Trench excavation, bedding and backfill shall be in accordance with ASTM D2488 visual-manual procedures, the Unified Soil Classification System (uses), City of Tomball Installation Specifications, material specifications and plan or as otherwise authorized in writing by the Project Engineer or City of Tomball Gas Department.
- r. All buried polyethylene pipe must have an accompanying tracer wire installed 6" adjacent to the pipe installed. Tracer wire must be installed at the 9 o'clock or 3 o'clock position of the pipe.
- s. Tracer wire must originate and terminate above ground at a test station. The Contractor must notify the Gas Department inspector 48 hours prior to commencement of continuity testing of new tracer wire prior to activation. This test must be performed by the Contractor on all tracer wire and all issues found must be repaired immediately under the supervision of the Gas Department inspector or designee.
- t. Warning tape must be installed at least 1' below ground along the installed pipe centerline.
- u. All polyethylene pipe and fittings must be new and comply with ASTM D2513 unless approved by City of Tomball. Unless otherwise noted, all gas pipe must be yellow PE 4710.
- v. All steel pipe and fittings must be new prime seamless pipe manufactured in accordance with API 5L or ASTM A106.
- w. Contractor must perform a pressure test on all mains and the City Gate Station in accordance with industry best practices and City of Tomball requirements. The target test pressure is 2160 psig and must be held for a 4-hour period per the Station Pressure Test Requirements found in the Station Requirements section of the plans. The pressure test must be witnessed by the City of Tomball Inspector. Contractor is responsible for coordinating inspector presence.
- x. Prior to de-mobilizing from the site, Contractor must confirm City of Tomball has accepted all installations, including fencing, driveway, and final station finish and that no additional work is needed to satisfy City of Tomball requirements.

**EXHIBIT B**  
**BID FORM**

Provide a total cost estimate, including delivery expenses, for the requested services described in Exhibit A – Scope of Work.

EXHIBIT B  
**BID NUMBER 2024-07: GRAND PARKWAY NATURAL GAS GATE**

**Proposal for the Construction of**

Grand Parkway City Gate (Bid Number: 2024-07)

We, the undersigned, having familiarized itself with local conditions affecting the cost of the work with all requirements of Contract Documents as prepared by the Engineers, and all Addenda to said Documents, hereby proposes to furnish all things as required by said Documents and addenda thereto for the construction of said items for the unit prices for work in place for the items as set out hereinafter.

Item No.	Item Name	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS		
2	Station Fabrication	1	LS		
3	Station Installation	1	LS		
4	Inlet Piping	1	LS		
5	Outlet Piping	1	LS		
6	Site Improvements	1	LS		
7	System Commissioning	1	LS		
8	Demobilization	1	LS		

**Total Bid Price:** \_\_\_\_\_

NOTE: The unit prices stated herein before must include all labor, materials, equipment, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for and the Owner reserves the right to delete all or a portion of any Bid Item. The above quantities are approximate and may vary from the final quantities. Do not order material based on these approximate quantities.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Contractor

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

(Seal if Corporation)

\_\_\_\_\_

Address

\_\_\_\_\_

Telephone

**EXHIBIT C**  
**ADDITIONAL DOCUMENTS**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1** Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

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

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

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

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

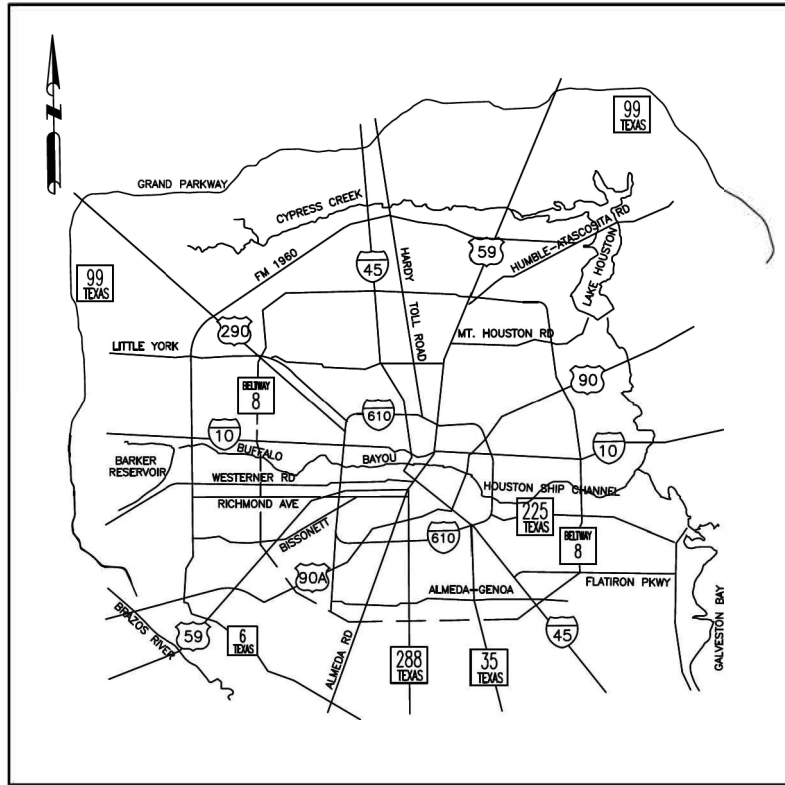


**EXHIBIT D**  
**DESIGN PLANS**

# EXHIBIT D

# CITY OF TOMBALL

## GRAND PARKWAY CITY GATE



**LOCATION MAP**  
SCALE: N.T.S.



**GENERAL LOCATION MAP** — APPROXIMATE PROJECT AREA



JANUARY 2024

MAYOR  
LORI KLEIN QUINN

CITY MANAGER  
DAVID ESQUIVEL

COUNCIL MEMBERS

JOHN F FORD    MARK STOLL    DAN DUNAGIN    DEREK TOWNSEND, SR.    RANDY PARR  
POSITION 1    POSITION 2    POSITION 3    POSITION 4    POSITION 5

SHEET INDEX	
SHEET	TITLE
01	COVER
02	GENERAL NOTES
03	STATION REQUIREMENTS
04	STATION LAYOUT
05	SITE DETAILS
06	STATION DESIGN

REV.	BY	DATE	DESCRIPTION

SCALE: NTS  
DRAWN: mo/tk/dp  
CHECKED: dp/jr  
DATE: 01.16.2024

**GRAND PARKWAY CITY GATE**

**GENERAL NOTES**



**STATION REQUIREMENTS GENERAL**

1. ALL CONSTRUCTION, MATERIALS, FABRICATION AND INSTALLATIONS MUST ADHERE TO GENERAL NOTES, GAS CONSTRUCTION GENERAL NOTES, TESTING REQUIREMENTS, TIE-INS, ABANDONMENT AND PURGING REQUIREMENTS, AND APPLICABLE CODES AND REGULATIONS AS APPLICABLE, UNLESS OTHERWISE STATED.

2. CONTRACTOR MUST COORDINATE WITH CITY FOR TEMPORARY ADJUSTMENTS OF ANY PHYSICAL CONFLICTS BETWEEN NEW AND EXISTING ELEMENTS, INCLUDING BUT NOT LIMITED TO PIPE SUPPORTS, STATION RUNS, AND UNDERGROUND HIGH PRESSURE OR DISTRIBUTION LINES BELONGING TO CITY.

3. ALL EQUIPMENT MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS AND SETTINGS ARE PER EQUIPMENT SPECIFICATIONS ON STATION PLANS.

4. CONCRETE MUST BE READY-MIXED UTILIZING TYPE 1 PORTLAND CEMENT CONFORMING TO ASTM CL 50, WASHED SAND AND COURSE AGGREGATE (CRUSHED ROCK OR WASHED GRAVEL) CONFORMING TO ASTM C23. THE CONCRETE DESIGN STRENGTH WILL BE 4000 PSI AT 28 DAYS.

5. ALL CONCRETE FOUNDATIONS WILL BE PLACED ON UNDISTURBED SOIL. IF OVER EXCAVATION OCCURS, CONCRETE WILL BE USED TO FILL MINOR IRREGULARITIES OR FILL WILL BE REPLACED WITH COMPACTION TO A MINIMUM 95% MODIFIED PROCTOR.

6. ALL ABOVE GROUND PIPE MUST BE NEW PRIME SEAMLESS PIPE PER 49 CFR PART 192 AND MUST BE MANUFACTURED IN ACCORDANCE WITH API-5L OR ASTM A106 STANDARDS AS WELL AS SATISFY ALL OTHER MATERIAL REQUIREMENTS.

7. ALL ABOVE GROUND BALL VALVES ARE TO MEET THE SPECIFICATIONS NOTED IN THE BILL OF MATERIALS FOR EACH STATION AND MUST BE INSTALLED IN THE 3 O'CLOCK OR 9 O'CLOCK POSITION.

**STATION REQUIREMENTS PRESSURE TEST**

1. CONTRACTOR MUST PERFORM AN AIR OR NITROGEN PRESSURE TEST IN ACCORDANCE WITH INDUSTRY BEST PRACTICES BEFORE COMMISSIONING. THE TARGET TEST PRESSURE MUST BE 2160 PSIG AND HELD FOR A 4-HOUR DURATION. BUILD UP THE PRESSURE IN 25% INCREMENTS, HOLD AT EACH LEVEL FOR 15 MINUTES WHILE PERFORMING LEAK TESTS. ONCE TEST PRESSURE IS REACHED, PERFORM READINGS EVERY 15 MINUTES FOR THE DURATION OF THE TEST. DURING THIS TIME, PERFORM LEAK TEST EVERY HOUR, IF NO PRESSURE DROP; SOONER, IF DROP IN PRESSURE IS DETECTED. DOCUMENT TEST WITH TEST CHART AND DIGITAL GAUGE. PRESSURE TESTING SHALL BE PERFORMED UNDER

**STATION REQUIREMENTS PRESSURE TEST (CONT'D)**

SUPERVISION OF CITY AND ENGINEER. CITY WILL FURNISH TO CONTRACTOR A REQUIRED SYSTEM TEST REPORT IN ADVANCE OF THE PRESSURE TEST. CONTRACTOR MUST COMPLETE THE SYSTEM TEST REPORT WHEN THE PRESSURE TEST IS PERFORMED AND MUST RETURN THE COMPLETED REPORT (TEST PACKET) ALONG WITH THE REQUIRED ACCOMPANYING DOCUMENTATION (SYSTEM TEST REPORT SIGNED BY ALL PARTIES, TEST CHART SIGNED BY ALL PARTIES, DRAWINGS INDICATING SYSTEM TESTED, WELD MAPS, READER SHEETS, ALL APPLICABLE MTRS, AND ALL CERTIFICATIONS FOR TESTING EQUIPMENT) WITHIN 48 HOURS OF SUCCESSFULLY COMPLETED PRESSURE TEST.

2. CITY OF TOMBALL MUST BE PRESENT AT BEGIN AND END OF THE TEST FOR VERIFICATION.

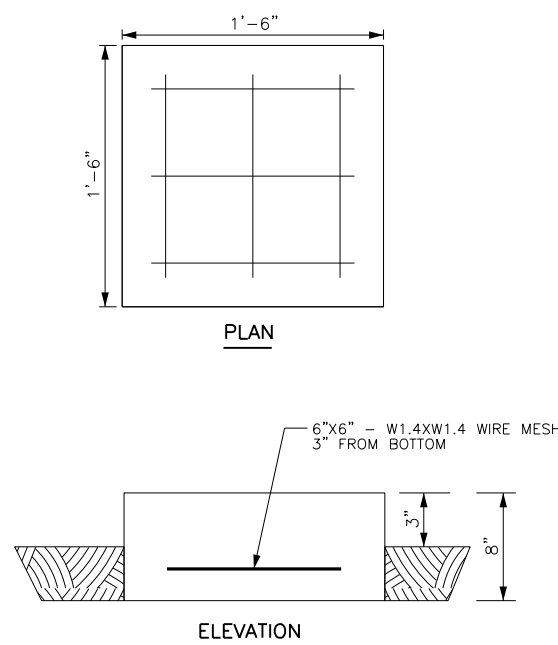
3. ALL PRESSURE TEST FAILURES DISCOVERED DURING THE TEST PERIOD MUST BE REPORTED TO CITY GAS DEPARTMENT PRIOR TO REPAIRING AND RE-TESTING.

4. PRIOR TO INSTALLING PIPE BY BORE, CITY MUST CONFIRM PIPE SEGMENT IS READY FOR USE IN THE BORE OPERATION.

5. ONCE NEW LINES ARE PRESSURE TESTED, CONTRACTOR MUST ALLOW DESIGNATED CITY GAS DEPARTMENT PERSONNEL OR REPRESENTATIVES TO RUN AN ODORANT CONCENTRATION TEST TO CONFIRM ADEQUATE GAS/ODORANT MIXTURE.

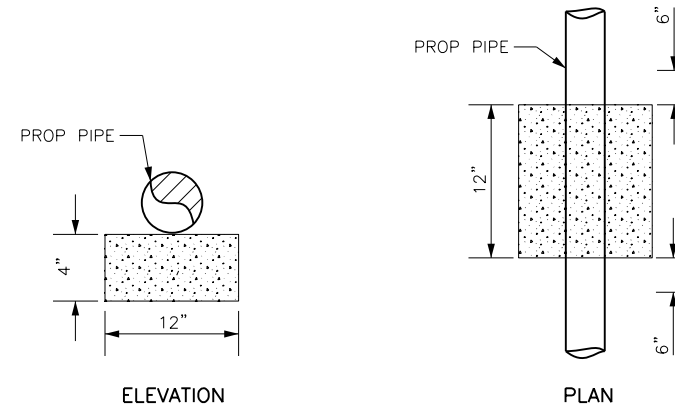
6. CONTRACTOR MUST EXPEL TEST MEDIUM IN CITY PRESENCE.

**FILTER SEPARATOR FOUNDATION DETAILS**



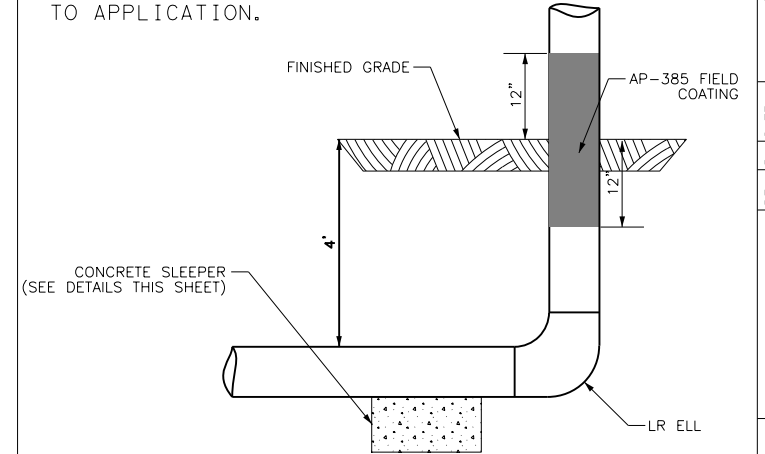
**CONCRETE SLEEPERS DETAILS**

1. CONTRACTOR MUST INSTALL A SLEEPER ON ALL RISERS.
2. SLEEPER THICKNESS MUST NOT EXCEED 4" AND DOES NOT REQUIRE REINFORCEMENT.
3. FINAL SLEEPER PLACEMENT MUST BE APPROVED BY CITY PRIOR TO INSTALLATION.



**AIR-GROUND INTERFACE DETAILS**

1. CONTRACTOR MUST APPLY 40-50 MILS ARMOR PLATE AP-385 OR OTHER EQUIVALENT FIELD COATING ON ALL RISERS AT AIR-GROUND INTERFACE 12" ABOVE AND BELOW FINISHED GRADE. ALTERNATE PRODUCT MUST BE APPROVED BY CITY OF TOMBALL GAS INSPECTOR PRIOR TO APPLICATION.



**TYPE F PIPE SUPPORT FOUNDATION DETAILS**

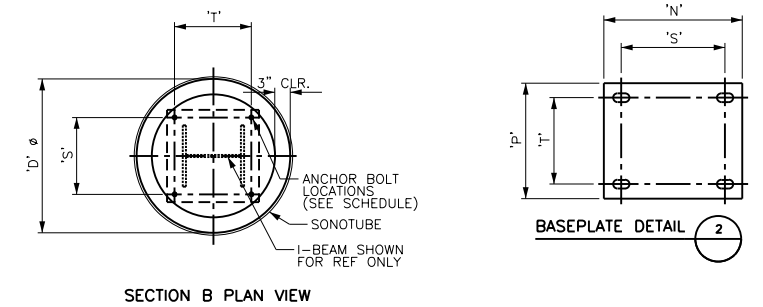
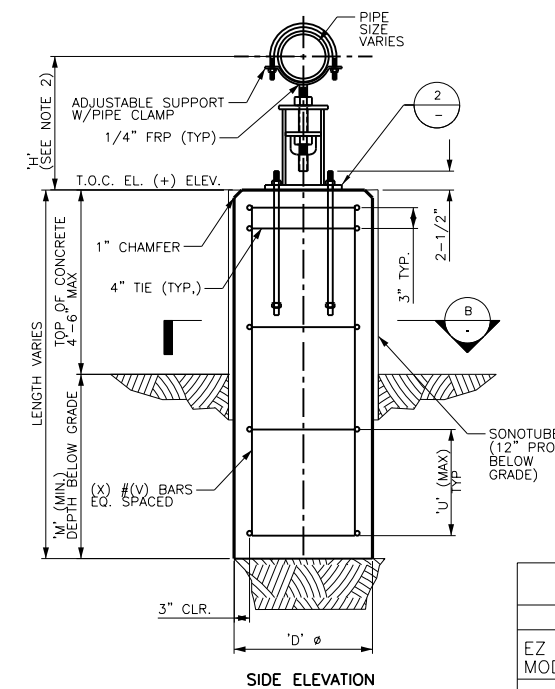


TABLE E

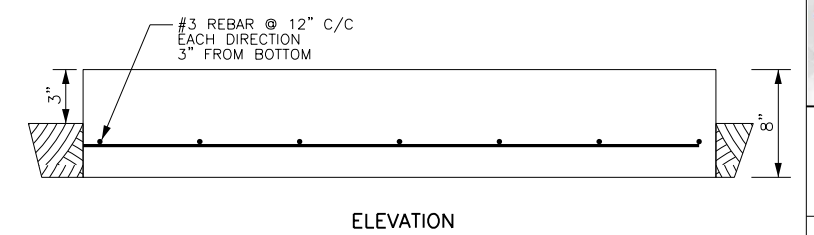
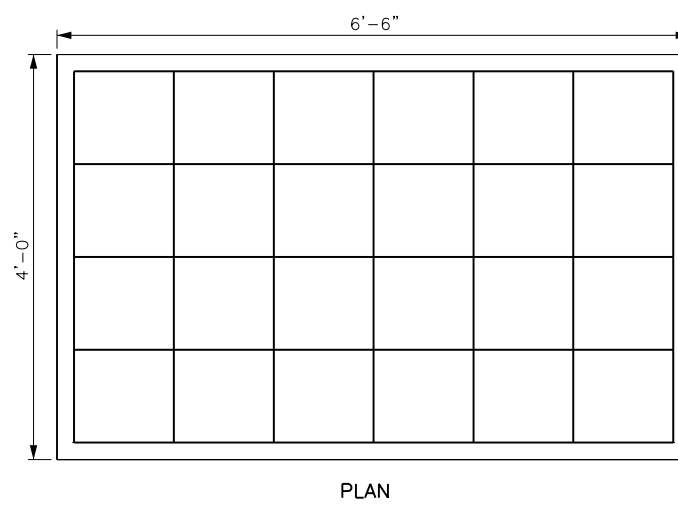
E-Z LINE TYPE FIR SUPPORT DETAIL					
PIPE SIZE	'D'	'M'	'X'	'V'	'U'
2"	1'-6"	3'-0"	6	6	1'-0"
3"	1'-6"	3'-6"	6	6	1'-0"
4"	1'-6"	3'-10"	6	6	1'-0"

**E-Z LINE BASEPLATE CONFIGURATION**

APPLICABLE FOR STD. SUPPORT 2", MOD. SUPPORT 2", & MOD. SUPPORT 1"

EZ LINE MODEL NO.	PIPE SIZE	'N'	'P'	'S'	'T'	'O' SLOTTED HOLES	ANCHOR $\phi$	ANCHOR LENGTH
204	2'-4"	0'-8"	0'-6"	0'-5"	0'-3 1/2"	5/8" $\phi$ x 1-1/2"	1/2"	12"

**YZ ODORIZER FOUNDATION DETAILS**



APPROVED BY: [Signature]

DESCRIPTION: [Blank]

REV. BY DATE: [Blank]

SCALE: NTS

DRAWN: mo/tk/dp

CHECKED: dp/jrr

DATE: 01.16.2024

Professional Engineer Seal: DANA PERCIVAL, P.E., 1/16/2024

GRAND PARKWAY CITY GATE

STATION REQUIREMENTS

THE CITY OF TOMBALL, TEXAS - 1981 INCORPORATED

EUSI Engineering Utility Solutions, Inc. Texas Registration Form F-20659

SHEET 02 OF 06

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**PROTECTIVE COATING REQUIREMENTS**

1. ALL SURFACE PREPARATION AND COATING WORK SHALL BE PERFORMED IN ACCORDANCE WITH FEDERAL (OSHA 1910), STATE AND LOCAL SAFETY AND HEALTH REQUIREMENTS, AND ALL REGULATIONS OF THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY, LOCAL AIR QUALITY MANAGEMENT DISTRICTS, AND OTHER GOVERNING REGULATORY AGENCIES. REFER TO TABLE 1 FOR MINIMUM CODES & STANDARDS.

2. PAINT WASTE MATERIALS INCLUDE, BUT ARE NOT LIMITED TO, PARTIAL CONTAINERS, EMPTY CONTAINERS, WASTE SOLVENTS, WASTE PAINT, AND CONTAMINATED EQUIPMENT AND DEBRIS. OTHER WASTE MATERIALS INCLUDE ABRASIVE AND OTHER DISPOSABLE ARTICLES GENERATED BY THE SURFACE PREPARATION AND COATING APPLICATION OPERATIONS.

3. CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF PAINT WASTE MATERIALS AND OTHER WASTE MATERIALS. DISPOSAL SHALL BE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

4. CONTRACTOR IS RESPONSIBLE FOR MONITORING WEATHER CONDITIONS TO CONTROL OVERSPRAY. DAMAGE TO COMPANY EQUIPMENT AND OF THE PUBLIC IS THE RESPONSIBILITY OF THE CONTRACTOR.

5. FOR SHOP COATING, THE CONTRACTOR SHALL PROVIDE EQUIPMENT CAPABLE OF REGULATING AND CONTROLLING CONDITIONS WITHIN THE WORK AREA TO THE EXTENT THAT THE TEMPERATURE OF THE SUBSTRATE IS ALWAYS A MINIMUM OF 5°F ABOVE THE DEW POINT. FOR SHOP OR FIELD COATING, THE SUBSTRATE TEMPERATURE DURING COATING APPLICATION AND CURING SHALL BE MAINTAINED BETWEEN A MINIMUM OF 50°F AND A MAXIMUM OF 110°F. COATINGS SHALL NOT BE APPLIED IN THE SHOP OR IN THE FIELD WHEN THE SUBSTRATE TEMPERATURE IS LESS THAN 5°F ABOVE THE DEW POINT.

6. PRIOR TO THE START OF WORK, THE CONTRACTOR SHALL EXAMINE ALL SURFACES TO BE COATED TO DETERMINE THEIR ACCEPTABILITY FOR THE SPECIFIED WORK. IF THE SURFACES ARE FOUND TO BE UNACCEPTABLE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY CITY GAS INSPECTOR IN WRITING AND SHALL NOT COMMENCE WORK UNTIL THE UNACCEPTABLE CONDITIONS HAVE BEEN REMEDIATED.

7. AREAS THAT MAY BECOME INACCESSIBLE OR DIFFICULT TO PAINT AFTER ASSEMBLY OR ERECTION SHALL BE PAINTED PRIOR TO ASSEMBLY OR ERECTION.

8. THE SURFACE PROFILE OF THE STEEL SHALL BE CLEANED BY BLASTING IN ACCORDANCE WITH SSPC-SP 6/ NACE NO. 3 COMMERCIAL BLAST CLEANING.

9. THE ABRASIVE MIXTURE AND THE COMPRESSED AIR SHALL BE CLEAN, DRY, AND OIL-FREE. TRAPS, IN ADDITION TO OIL AND WATER EXTRACTORS MOUNTED ON THE COMPRESSOR, SHALL BE USED.

10. PRIOR TO ABRASIVE BLAST CLEANING OR HAND TOOL OR POWER TOOL CLEANING, CONTAMINATION, INCLUDING OIL AND GREASE SHALL BE REMOVED IN ACCORDANCE WITH SSPC-SP 1 SOLVENT CLEANING. THE FINAL STEPS OF SSPC-SP 1 SHALL BE DETERGENT WASH AND A FRESH WATER RINSE TO REMOVE ANY OIL RESIDUAL FROM HYDROCARBON SOLVENT CLEANING. HYDROCARBON SOLVENT CLEANING IS PROHIBITED IF THE COATING TO BE APPLIED TO THE SURFACE IS WATERBORNE OR WATER-BASED.

11. BLAST CLEANING SHALL NOT BE PERFORMED IN THE IMMEDIATE AREA WHERE COATING OR DRYING OF COATED SURFACES IS IN PROGRESS. ALL SURFACES AND EQUIPMENT, WHICH ARE NOT TO BE COATED, SHALL BE SUITABLY PROTECTED FROM BLAST CLEANING.

12. BURRS, SLIVERS, SCABS, AND WELD SPATTER THAT BECOME VISIBLE AFTER ABRASIVE BLASTING SHALL BE POWER OR HAND TOOL CLEANED TO REMOVE THOSE IMPERFECTIONS. REPAIRED AREAS SHALL HAVE THE SURFACE PROFILE SUITABLY RESTORED. IF VISIBLE RUSTING OCCURS BEFORE COATING APPLICATION, THE SUBSTRATE SHALL BE RE-BLASTED TO REMOVE THE RUST.

13. IF VISIBLE RUSTING OCCURS BEFORE COATING APPLICATION, THE SUBSTRATE SHALL BE RE-BLASTED TO REMOVE THE RUST.

14. AFTER SURFACE PREPARATION AND IMMEDIATELY BEFORE COATING, DUST SHALL BE REMOVED FROM THE SURFACES TO BE COATED.

**PROTECTIVE COATING REQUIREMENTS (CONT'D)**

15. MACHINE RAISED FACE SURFACES SHALL BE SOLVENT CLEANED IN ACCORDANCE WITH SSPC-SP 1 BEFORE THE APPLICATION OF CHEVRON COMPOUND L MACHINED SURFACE COATING, AND SHALL BE PROTECTED FROM DAMAGE DUE TO SURFACE PREPARATION AND COATING OPERATIONS.

16. FLANGE MATING FACES SHALL BE MASKED OFF WITH PLYWOOD OR OTHER SUITABLE MATERIAL AS APPROVED BY CITY GAS INSPECTOR, TO PROTECT FLANGE SURFACES AND INTERNAL COMPONENTS. THE REMAINING PART OF THE FLANGE FACE (INCLUDING BOLT HOLES) SHALL THEN BE ABRASIVE BLASTED AND COATED. (SEE 17).

17. SHARP CORNERS AND EDGES SHALL BE CHAMFERED A MINIMUM OF 1/16" WIDE AT A 45 ° ANGLE OR ROUNDED TO A MINIMUM RADIUS OF 1/32" (1/16" DIAMETER). THIS INCLUDES THE EDGES OF BOLT HOLES AND OTHER HOLES THAT ARE DRILLED OR TORCH CUT DURING SHOP FABRICATION OR FIELD ERECTION AND INSTALLATION.

18. MIXING, APPLYING, AND CURING OF THE COATING MATERIAL SHALL BE IN ACCORDANCE WITH THE COATING MANUFACTURER'S LATEST PUBLISHED INSTRUCTION AND THE REQUIREMENTS SPECIFIED HEREIN. WHEN MULTIPLE COMPONENT UNITS ARE MIXED, EACH COMPONENT SHALL BE MIXED SEPARATELY PRIOR TO THE MIXING OF THE COMBINED MATERIALS. ONLY COMPLETE KITS SHALL BE MIXED; NO PARTIAL KITS WILL BE ALLOWED.

19. COATING MATERIALS SHALL BE THOROUGHLY MIXED UNTIL THEY ARE SMOOTH AND FREE FROM LUMPS AND THEN STRAINED THROUGH A 30-MESH OR FINER SCREEN. MATERIAL SHALL BE AGITATED AS NECESSARY TO KEEP THE SOLIDS IN SUSPENSION. COATINGS THAT CONTAIN METALLIC ZINC, METALLIC ALUMINUM, OR MIO (MICACEOUS IRON OXIDE) MUST BE MECHANICALLY AGITATED AT ALL TIMES.

20. TO AVOID SURFACE CONTAMINATION ALL CLEANED SURFACES AND AREAS OF SURFACE PREPARATION SHALL BE KEPT SQUARED UP AND COATED THE SAME DAY OR SOONER WITH ONE COAT OF PRIMER, OR OTHERWISE RE-BLASTED THE FOLLOWING DAY IN ORDER TO REMOVE FLASH RUST.

21. ALL SANDBLASTED SURFACES SHALL BE PRIMED IMMEDIATELY AFTER PROPER SURFACE PREPARATION.

22. SILICA SAND FOR ABRASIVE BLASTING IS PROHIBITED FROM USE.

23. ABRASIVES FOR BLAST CLEANING SHALL BE CLEAN AND DRY, FURNISHED EITHER IN BULK OR PACKAGED, AND SHALL BE FREE OF OIL OR OTHER CONTAMINANTS. THE PARTICLE SIZE SHALL BE CAPABLE OF PRODUCING THE SPECIFIED SURFACE PROFILE. IF STEEL SHOT IS USED, IT WILL BE USED IN COMBINATION WITH STEEL GRIT TO PROVIDE REQUIRED ANGULAR PROFILE. MINERAL AND SLAG ABRASIVES SHALL MEET THE REQUIREMENTS OF SSPC AB 1.

24. RUNS, SAGS, VOIDS, DRIPS, OVER-SPRAY, LOSS OF ADHESION, BLISTERING, PEELING, MUD CRACKING INADEQUATE CURE, TRASH IN THE COATING, OR RUSTING OF THE SUBSTRATE SHALL NOT BE PERMITTED.

25. THE APPLICATION OF THE COATING SHALL BE PERFORMED ONLY WHEN THE ENVIRONMENTAL CONDITIONS MEET THE PARAMETERS SPECIFIED IN MANUFACTURER'S RECOMMENDED PROCEDURES. THE RELATIVE HUMIDITY SHALL NOT EXCEED THE PUBLISHED LIMITS ESTABLISHED BY THE COATING MANUFACTURER FOR THE COATING MATERIAL.

26. ENCLOSURES TO PERMIT COATING OF SURFACES DURING INCLEMENT WEATHER MAY BE USED, PROVIDED THE SPECIFIED ENVIRONMENTAL RESTRICTIONS ARE MAINTAINED WITHIN THE ENCLOSURE. THE ENCLOSURES AND METHODS OF ENVIRONMENTAL CONTROL DURING SURFACE PREPARATION, COATING APPLICATION, AND FOR 24 HOURS AFTER COATING APPLICATION SHALL MEET THE REQUIREMENTS OF ALL THE ABOVE AND THE MANUFACTURER'S RECOMMENDED PROCEDURES.

27. COATINGS SHALL BE APPLIED WITHIN THE MANUFACTURER'S MINIMUM AND MAXIMUM RE-COAT TIMES. DRY FILM THICKNESS OF EACH LAYER OF COATING SHALL BE IN ACCORDANCE WITH THE COATING CATEGORY AS SHOWN IN TABLE 2 OR IN ACCORDANCE WITH THE COATING MATERIAL MANUFACTURER'S RECOMMENDATION IF THAT RECOMMENDATION DIFFERS FROM TABLE 2. APPLICATION OF COATINGS AT A DRY FILM THICKNESS LESS THAN THAT SHOWN IN TABLE 2 MUST BE APPROVED BY CITY.

**PROTECTIVE COATING REQUIREMENTS (CONT'D)**

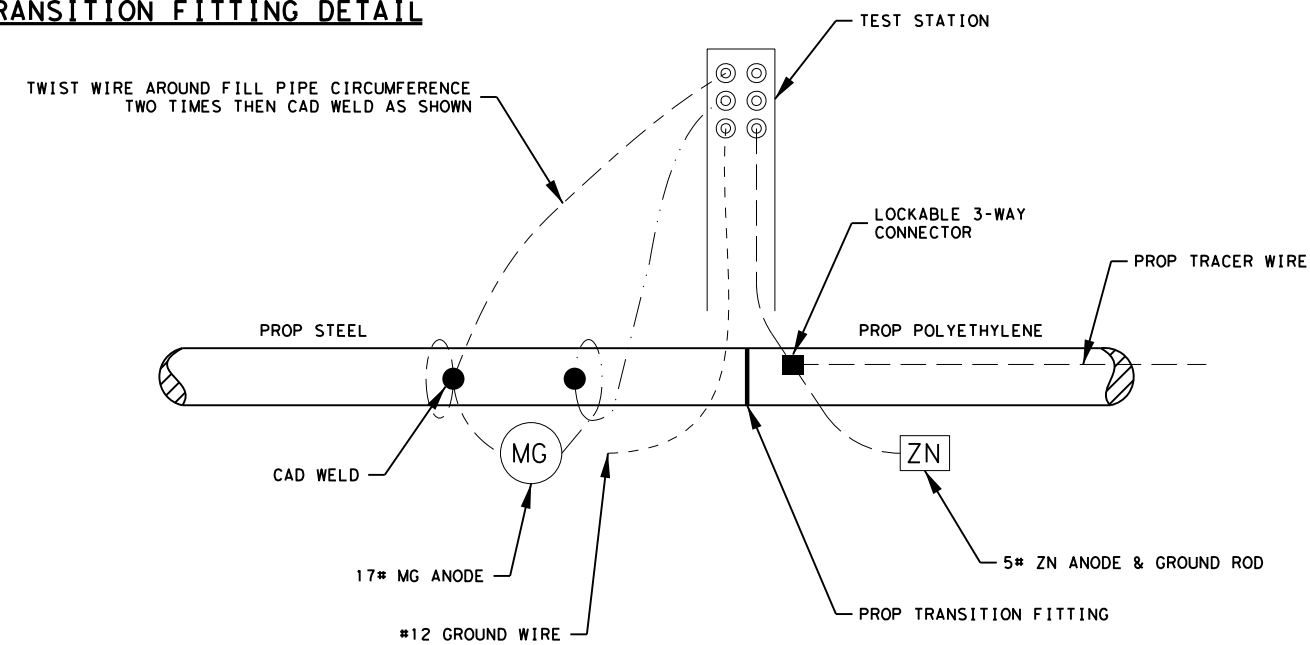
**TABLE 1: MINIMUM CODES AND STANDARDS**

ORGANIZATION	STANDARD	SUBJECT
SSPC	SSPC-SP 1	SOLVENT CLEANING
NACE / SSPC	NACE NO. 2 / SSPC-SP 10	NEAR WHITE BLAST CLEANING
NACE / SSPC	NACE NO. 3 / SSPC-SP 6	COMMERCIAL BLAST CLEANING
NACE / SSPC	NACE NO. 4 / SSPC-SP 7	BRUSH-OFF BLAST CLEANING
NACE / SSPC	NACE NO.5/ SSPC-SP 12	SURFACE PREPARATION AND CLEANING OF STEEL AND OTHER HARD MATERIALS BY HIGH- AND ULTRAHIGH- PRESSURE WATER JETTING PRIOR TO RE-COATING
SSPC	SSPC-SP 11	POWER TOOL CLEAN TO BARE METAL
SSPC	VIS 1-89	VISUAL STANDARDS FOR ABRASIVE BLAST CLEANED STEEL
SSPC	VIS 3	VISUAL STANDARD FOR POWER- AND HAND-TOOL CLEANED STEEL
SSPC	AB 1	ABRASIVE SPECIFICATION NO.1 MINERAL AND SLAG ABRASIVES
OSHA	29CFR1910.1025	LEAD MEASUREMENT OF DRY PAINT THICKNESS WITH MAGNETIC GAUGES
SSPC	PA 2	NATIONAL ASSOCIATION OF PIPE COATING APPLICATION SPECIFICATIONS AND PLANT COATING GUIDE
NAPCA	TGF-3	FIELD MEASUREMENT OF SURFACE PROFILE OF BLAST CLEANED STEEL
ASTM	D4417	TEST FOR RELATIVE HUMIDITY BY WET-AND-DRY-BULB PSYCHROMETER
ASTM	E337	

**TABLE 2: PROTECTIVE COATING CRITERIA**

ANCHOR PROFILE	PRIMER COAT	INTERMEDIATE COAT	TOP COAT
1.25 TO 2.0 MILS	SHERWIN WILLIAMS RECOATABLE EPOXY 4.0-5.0 MILS DFT RED OXIDE	SHERWIN WILLIAMS MACROPOXY 646 (4.53) 4.0-6.0 MILS DFT PURE WHITE	SHERWIN WILLIAMS HI-SOLIDS POLYURETHANE 3.0 TO 4.0 MILS DFT TOWER GRAY

**TRANSITION FITTING DETAIL**



CONTRACTOR MUST INSTALL TEST STATION AT TRANSITION FITTINGS.

PRIOR TO PERFORMING ANY CAD WELD OR PERMANENT APPURTENANCES, CONTRACTOR MUST CONFIRM FINAL PLACEMENT OF ALL CAD WELDS, WIRES AND TEST STATION. ALL WIRES INCLUDE 10' SLACK LEFT IN COLL FORMATION INSIDE TEST STATION. REFER TO CONNECTION DETAILS FOR TF LOCATIONS.

APPROVE BY: \_\_\_\_\_  
 DESCRIPTION: \_\_\_\_\_  
 REV. BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SCALE: NTS  
 DRAWN: mo/tk/dp  
 CHECKED: dp/jr  
 DATE: 01.16.2024

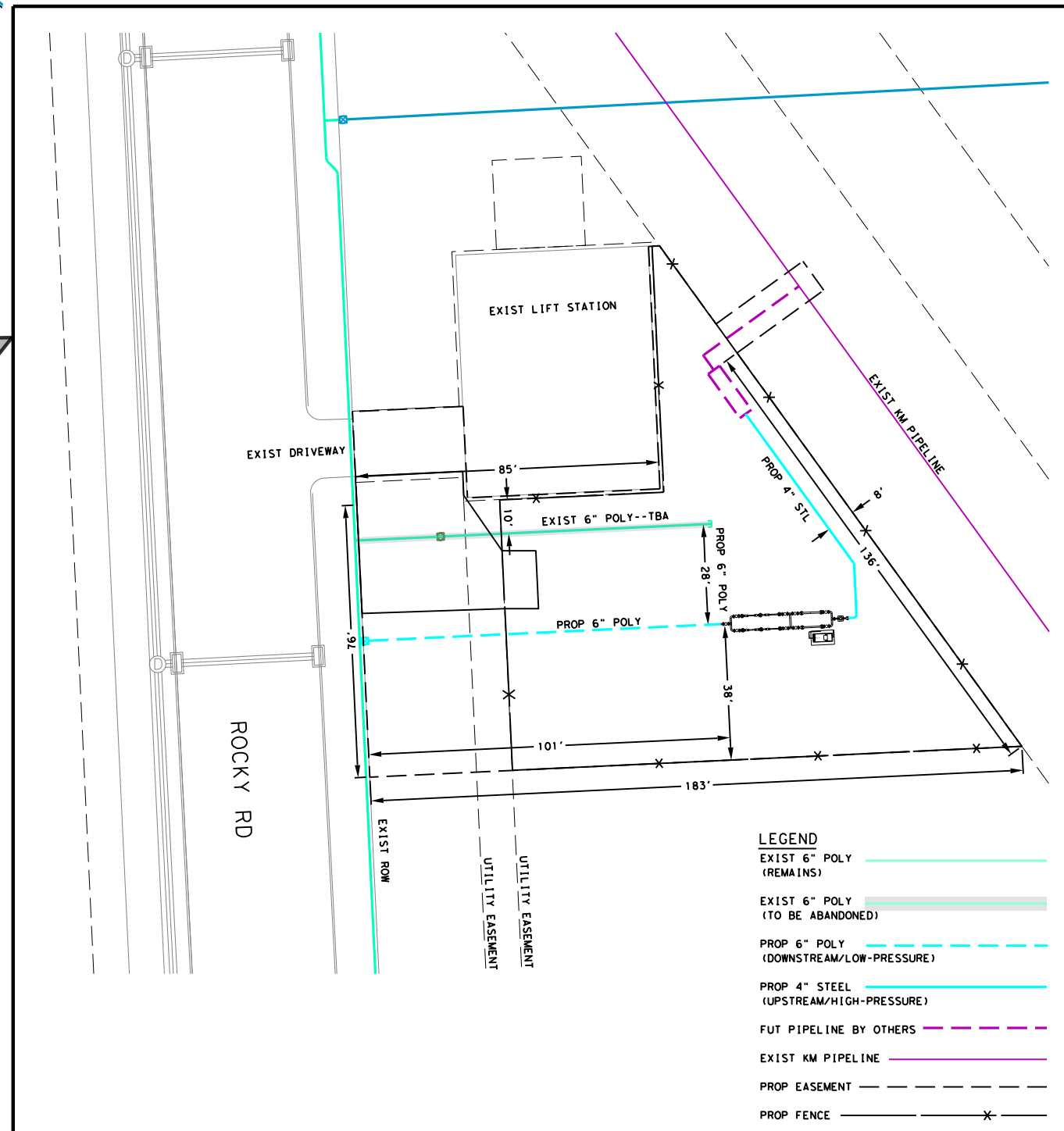
**GRAND PARKWAY CITY GATE**  
**STATION REQUIREMENTS**

THE CITY OF DALLAS, TEXAS  
 FOUNDED 1856

**EUSI**  
 ENGINEERING UTILITIES SOLUTIONS, INC.  
 Texas Registration # 00859

SHEET  
**03**  
 OF 06

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**LEGEND**

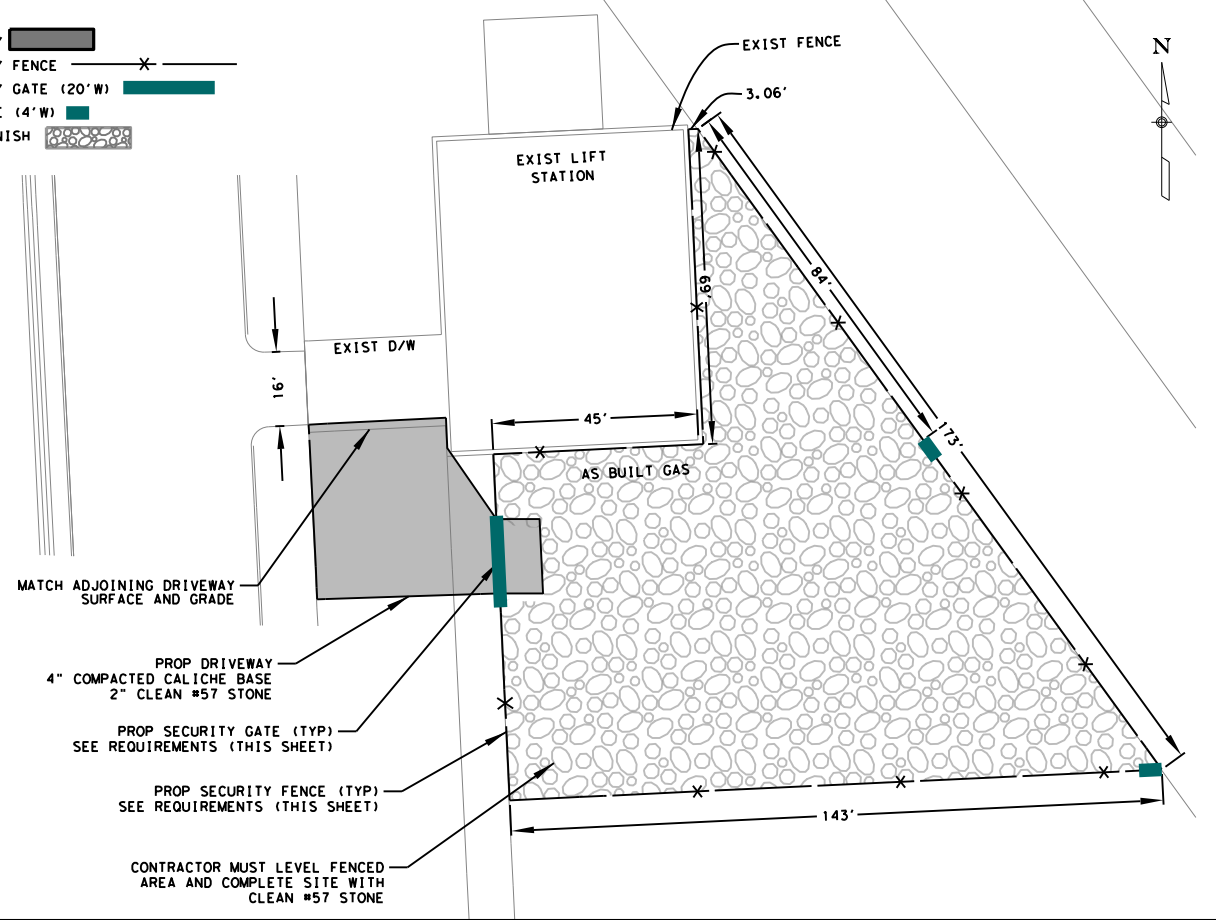
EXIST 6" POLY (REMAINS)	
EXIST 6" POLY (TO BE ABANDONED)	
PROP 6" POLY (DOWNSTREAM/LOW-PRESSURE)	
PROP 4" STEEL (UPSTREAM/HIGH-PRESSURE)	
FUT PIPELINE BY OTHERS	
EXIST KM PIPELINE	
PROP EASEMENT	
PROP FENCE	

	<b>GRAND PARKWAY CITY GATE</b> <b>STATION LAYOUT</b>			SHEET <b>04</b> OF 06	SCALE: NTS DRAWN: mo/tk/dp CHECKED: dp/jrr DATE: 01.16.2024
APPROVE BY: _____ DATE: _____	DESCRIPTION: _____	REV. BY: _____ DATE: _____	APPROVE BY: _____ DATE: _____	APPROVE BY: _____ DATE: _____	APPROVE BY: _____ DATE: _____

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**LEGEND**

- PROP DRIVEWAY
- PROP SECURITY FENCE
- PROP SECURITY GATE (20' W)
- PROP MAN GATE (4' W)
- PROP ROCK FINISH



MATCH ADJOINING DRIVEWAY SURFACE AND GRADE

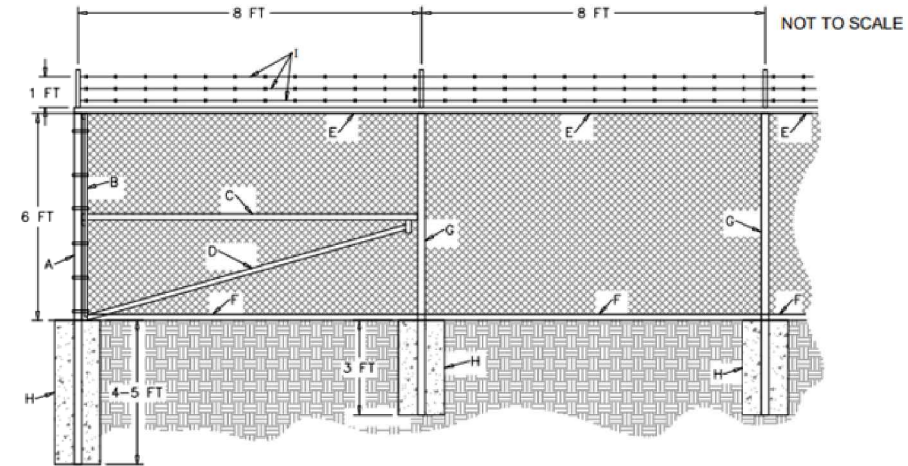
PROP DRIVEWAY  
4" COMPACTED CALICHE BASE  
2" CLEAN #57 STONE

PROP SECURITY GATE (TYP)  
SEE REQUIREMENTS (THIS SHEET)

PROP SECURITY FENCE (TYP)  
SEE REQUIREMENTS (THIS SHEET)

CONTRACTOR MUST LEVEL FENCED AREA AND COMPLETE SITE WITH CLEAN #57 STONE

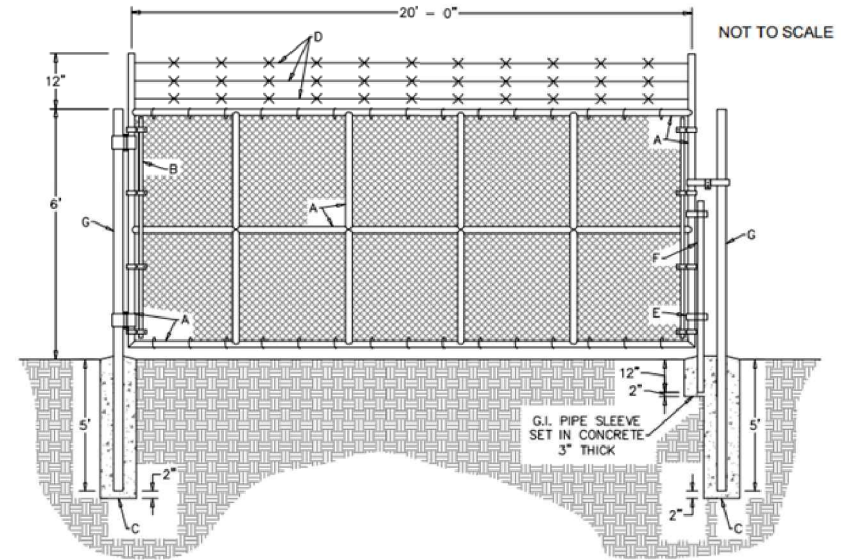
**SECURITY FENCE REQUIREMENTS**



MATERIAL LIST		
I.D.	ITEM	DESCRIPTION
*A	CORNER POST, INTERMEDIATE BRACES AND GATE POST	CORNER AND INTERMEDIATE POST WILL BE STEEL 4" O.D. AT 9.11 LBS/LF GATE POST WILL BE STEEL PIPE (O.D. VARIES SEE SHEET 2 AND 3)
B	TENSION BAND	1/4" X 3/4" STEEL BAND
C	BRACE RAIL	STEEL PIPE 1 5/8" O.D. AT 2.27 LBS/LF
D	DIAGONAL TRUSS ROD	3/8" STEEL TRUSS ROD
E	TOP RAIL	[MATERIAL ?] RAIL 1 5/8" O.D. AT 2.27 LBS/LF
F	TENSION WIRE	7 GAUGE, COMPLY WITH ASTM A-824
G	LINE POST	STEEL PIPE 2 3/8" O.D. AT 3.65 LBS/LF
H	CONCRETE	5000 PSI CONCRETE AROUND THE POST. DIAMETER WILL BE A MINIMUM OF 4 TIMES THE POST O.D. DIAMETER. (ITEM "A" CORNER POST AND INTERMEDIATE BRACES 16" MIN. DIA.) (ITEM "A" GATE POST DIA. VARIES SEE SHT 2 OF 3 AND SHT 3 OF 3)
I	BARBED WIRE	1 1/2 GAUGE GALVANIZED (CLASS II ASTM121)

- \*SEE NOTE 1
- NOTE:
- ALL ITEMS WILL BE THE SAME ON BOTH SIDES OF THE CORNER POST AND INTERMEDIATE BRACES. SEE (SHT 2 OF 3) AND (SHT 3 OF 3) FOR GATE SIDE OF GATE POST.
  - IF CORNER POST ARE MORE THEN 100 FEET APART OR 100 FEET FROM GATE POST: INTERMEDIATE BRACES WILL BE USED IN INTERVALS NO GREATER THAN 100 FEET.
  - 6 FOOT 2 INCH DIAMOND MESH INTERWOVEN FABRIC (MAXIMUM OF 100 FEET LONG), 9 GAUGE (HEAVY DUTY COMMERCIAL) WILL BE TIED TO TOP RAIL, LINE POSTS, BRACE RAIL, TENSION WIRE AND TENSION BANDS WITH ALUMINUM ALLOY STEEL TIE WIRE AT 15 INCHES ON CENTER.
  - ALL FITTINGS WILL BE GALVANIZED STEEL (SLEEVES, BANDS, CLIPS, RAIL ENDS, TENSION BARS, FASTENERS,...ECT)

**SECURITY GATE REQUIREMENTS**



MATERIAL LIST		
I.D.	ITEM	DESCRIPTION
A	GATE FRAME	GATE FRAME SHALL BE 2 3/8 INCH SCHEDULE 40 GALVANIZED STEEL PIPE WITH CENTER AND CROSS BRACING OF SAME MATERIAL AT EQUAL SPACING WITH FULLY WELDED CONSTRUCTION
B	TENSION BAND	1/4" X 3/4" STEEL BAND
C	CONCRETE	5000 PSI CONCRETE AROUND THE POST. DIAMETER WILL BE A MINIMUM OF 4 TIMES THE POST O.D. (GATE POST (MAIN ENTRANCE) 34 1/2" MIN. DIA.)
D	BARBED WIRE	1 1/2 GAGE GALVANIZED (CLASS II ASTM121)
E	PLUNGER ROD GUIDE	2 REQUIRED
F	PLUNGER ROD	1 3/8 INCH O.D.
G	GATE POST	GATE POST WILL BE STEEL PIPE 8 5/8" O.D.

- NOTE:
- 6 FOOT 2 INCH DIAMOND MESH INTERWOVEN FABRIC, 9 GAUGE (HEAVY DUTY COMMERCIAL) WILL BE TIE TO TOP, BOTTOM AND BOTH VERTICAL AND HORIZONTAL CROSS BRACES OF THE FRAME WITH ALUMINUM ALLOY STEEL TIE WIRE AT 15 INCHES ON CENTER.
  - ALL FITTINGS WILL BE GALVANIZED STEEL (SLEEVES, BANDS, CLIPS, RAIL ENDS, TENSION BARS, FASTENERS, PLUNGER ROD, SCREW RESTRAINERS,...ETC)
  - GATE HARDWARE: FORK LATCH WITH GRAVITY DROP; TWO 180 DEGREE GATE HINGES PER LEAF AND HARDWARE FOR PADLOCK.

REV.	BY	DATE	DESCRIPTION

SCALE: NTS

DRAWN: mo/tk/dp

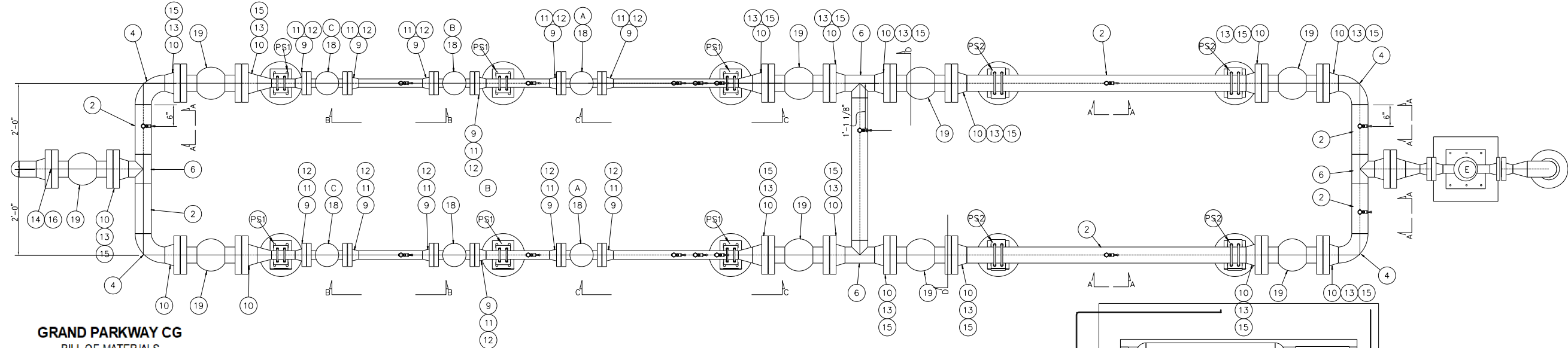
CHECKED: dp/jrr

DATE: 01.16.2024

**GRAND PARKWAY CITY GATE**

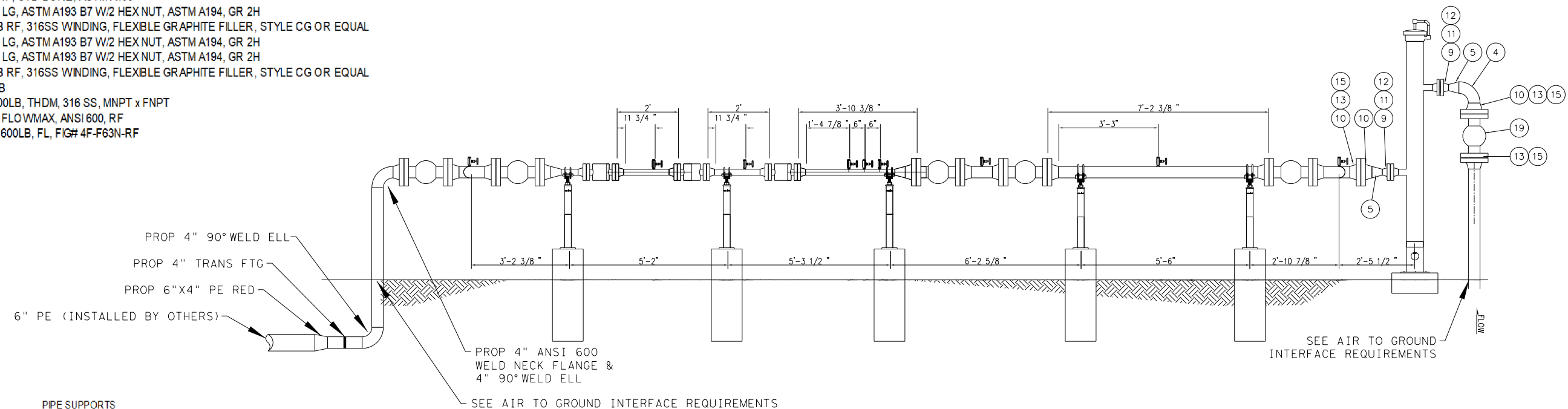
**SITE DETAILS**





**GRAND PARKWAY CG  
BILL OF MATERIALS**

ID	QTY	DESCRIPTION
1	12'-9 7/8"	PIPE, 2", STD, ASTM A106 GR B, SMLS
2	20'-11 1/16"	PIPE, 4", STD, ASTM A106 GR B, ERW
3	16	PLUG, HEX HEAD, 1/2", THDM, ASTM A105
4	5	ELL 90 LR, 4", BV, STD, ASTM A234 GR WPB
5	6	REDUCER (CONC), 4"x2", BV, STD, ASTM A234 GR WPB
6	4	TEE, 4", BV, STD, ASTM A234 GR WPB
7	10	THREADOLET, 3000 LB, 2"x1/2", ASTM A105
8	6	THREADOLET, 3000 LB, 4"x1/2", ASTM A105
9	14	FLANGE WN, 2", 600LB, RF, STD BORE, ASTM A105
10	20	FLANGE WN, 4", 600LB, RF, STD BORE, ASTM A105
11	112	BOLT, STUD, 5/8" x 4.25" LG, ASTM A193 B7 W/2 HEX NUT, ASTM A194, GR 2H
12	14	GASKET, SWG, 2", 600LB RF, 316SS WINDING, FLEXIBLE GRAPHITE FILLER, STYLE CG OR EQUAL
13	160	BOLT, STUD, 7/8" x 5.75" LG, ASTM A193 B7 W/2 HEX NUT, ASTM A194, GR 2H
14	8	BOLT, STUD, 7/8" x 6.25" LG, ASTM A193 B7 W/2 HEX NUT, ASTM A194, GR 2H
15	20	GASKET, SWG, 4", 600LB RF, 316SS WINDING, FLEXIBLE GRAPHITE FILLER, STYLE CG OR EQUAL
16	1	4" INSULATING KIT, 600LB
17	16	NEEDLE VALVE, 1/2", 6000LB, THDM, 316 SS, MNPT x FNPT
18	6	REGULATOR, MOONEY, FLOWMAX, ANSI 600, RF
19	10	BALL VALVE, BALON, 4", 600LB, FL, FIG# 4F-F63N-RF

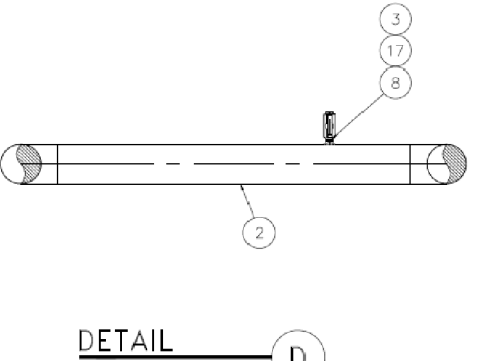
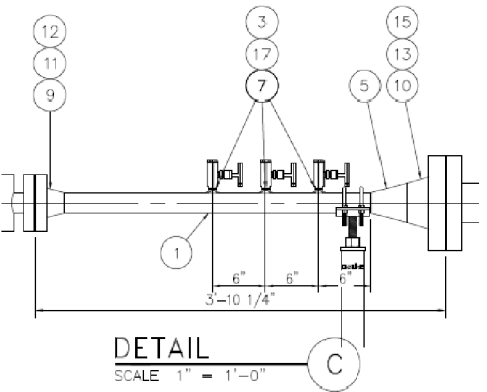
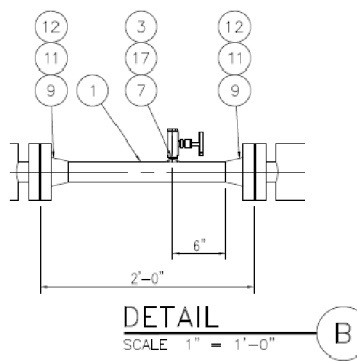
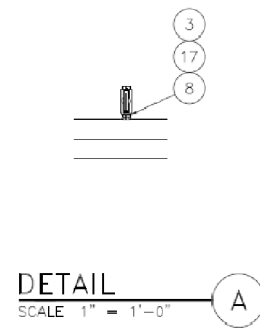


**PIPE SUPPORTS**

ID	QTY	NO	DESCRIPTION
PS1	6	2"	EZ-LINE FIGURE FIR ADJUSTABLE PIPE SUPPORT, BASE PLATE WITH SLOTTED HOLES, 204-FIR 2", D=2'-6"
PS2	4	4"	EZ-LINE FIGURE FIR ADJUSTABLE PIPE SUPPORT, BASE PLATE WITH SLOTTED HOLES, 204-FIR 4", D=2'-6"

**EQUIPMENT**

ID	QTY	EQUIPMENT	SPEC
A	2	REGULATOR	2" MOONEY REGULATOR, FG 53, FLOWGRID 2"x1", ANSI 600, SET 500#, FG-53-35SDH-75 / FP-50 / 30SD / 24S / C, 20HS PILOT, FP 50 GREEN SPRING, 30SD FILTER, 24S RESTRICTOR, 35% SDH THP, 75 DUROMETER
B	2	REGULATOR	2" MOONEY REGULATOR, FG 53, FLOWGRID 2"x1", ANSI 600, SET 250#, FG-53-35SDH-75 / FP-30 / FP-27 / 30SD / 24S / C, 20S PILOT, FP 30 GREEN SPRING, 20S PILOT, FP 27 BLUE SPRING, 30SD FILTER, 24S RESTRICTOR, 35% SDH THP, 75 DUROMETER (WORKING MONITOR)
C	2	REGULATOR	2" MOONEY REGULATOR, FG 53, FLOWGRID 2"x1", ANSI 600, SET 45#, FG-53-35SDH-75 / FP-27 / 30SD / 24S / C, 20S PILOT, FP 27 BLUE SPRING, 30SD FILTER, 24S RESTRICTOR, 35% SDH THP, 75 DUROMETER
D	1	ODORIZER**	YZ ODORIZER, MODEL 6300GE-01C-QS3, W/MODEL 046 REGULATOR (30# SET)
E	1	FILTER/SEPARATOR**	HP KINGTOOL VERTICAL UTILITY GAS FILTER SEPARATOR, MODEL UGWV-38S-1, WITH AUTO FLOAT DRAIN



APPROVE BY: _____ REV. BY: _____ DATE: _____	DESCRIPTION: _____ SCALE: NTS DRAWN: mo/tk/dp CHECKED: dp/jrr DATE: 01.16.2024
<b>GRAND PARKWAY CITY GATE</b> <b>STATION DESIGN</b>	
SHEET <b>06</b> OF 06	
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