

**ATTACHMENT A  
 Payment Provision  
 and Work Responsibilities**

**Description of the Work Items**

The parties agree that the existing water and sanitary sewer lines belonging to the Local Government shall be relocated and adjustments shall be made along Business State Highway 6. (Texas Avenue)

**Actual Cost Agreement**

The estimated total cost to relocate and/or adjust the existing water and sanitary sewer lines is \$2,607,052.67 as depicted in the table that follows. The Local Government shall be responsible for 100 percent of the Project's construction cost, as determined by the successful contractor's low bid, and a percentage of the State's cost for mobilization, calculated by dividing the cost of the Project by the total bid cost for the highway improvement project.

The Local Government shall, upon the contractor's begin-work date, start submitting payments to the State until 100 percent of the actual costs of the bid items associated with this Project have been paid to the State, including the mobilization costs. The Local Government shall remit on or before the last day of each month, 10 percent of the actual costs associated with the relocation and adjustment of the water and sanitary sewer lines. Any increases in the cost of the project shall be paid by the local Government as outlined in Article 8. Upon completion and final acceptance of the State's highway improvement project, a final accounting will be made to adjust the total payment from the Local Government to the State. Any money owed by the Local Government will be requested in accordance with Article 8. Any overpayment by the Local Government will be refunded to the Local Government by the State.

ITEM	DESCRIPTION	QTY	UNITS	PRICE	AMOUNT
S.104	15" Sanitary Sewer	371	LF	\$51.00	\$18,921.00
S.104	12" Sanitary Sewer	2774	LF	\$71.00	\$196,954.00
S.104	8" Sanitary Sewer	1767	LF	\$60.00	\$106,020.00
WS.10	8" Sanitary Sewer by Pipe Burst	1446	LF	\$80.00	\$115,680.00
S.104	6" Sanitary Sewer	270	LF	\$35.00	\$9,450.00
S.104	4" Sanitary Sewer	80	LF	\$32.00	\$2,560.00
S.201	Sewer Manhole	12	EA	\$2,800.00	\$33,600.00
S.201	Square Sewer Manhole	16	EA	\$3,500.00	\$56,000.00
WS.5	30" Casing by Bore-Sanitary Sewer	242	LF	\$370.00	\$89,540.00
WS.5	24" Casing by Bore-Sanitary Sewer	528	LF	\$290.00	\$153,120.00
WS.5	16" Casing by Open Cut-Sanitary Sewer	546	LF	\$130.00	\$70,980.00
WS.8	Grout fill existing 15" Sanitary Sewer Line	346	LF	\$9.00	\$3,114.00
WS.8	Grout fill existing 6" Sanitary Sewer Line	430	LF	\$3.50	\$1,505.00
WS.8	Grout fill existing 8" Sanitary Sewer Line	4016	LF	\$3.70	\$14,859.20
S.201	Abandon Existing Manholes	20	EA	\$730.00	\$14,600.00
S.203	Sanitary Sewer Service Connection (4" or 6)	19	EA	\$720.00	\$13,680.00

					Total Sanitary Sewer ==>	<u>\$900,583.20</u>
W.104	24" Water Line	184	LF	\$91.00	\$16,744.00	
W.104	18" Water Line	815	LF	\$65.00	\$52,975.00	
W.104	16" Water Line	150	LF	\$92.00	\$13,800.00	
W.105	12" Water Line	8179	LF	\$48.00	\$392,592.00	
W.105	8" Water Line	224	LF	\$39.00	\$8,736.00	
W.105	6" Water Line	228	LF	\$35.00	\$7,980.00	
W.105	3" Water Line	10	LF	\$33.00	\$330.00	
WS.5	36" Casing by Open Cut	9	LF	\$200.00	\$1,800.00	
WS.5	30" Casing by Open Cut	60	LF	\$170.00	\$10,200.00	
WS.5	30" Casing by Bore-Water Line	223	LF	\$360.00	\$80,280.00	
WS.5	24" Casing by Bore-Water Line	635	LF	\$260.00	\$165,100.00	
WS.5	24" RCP Casing by Open Cut	11	LF	\$160.00	\$1,760.00	
WS.5	21" RCP Casing by Open Cut	17	LF	\$90.00	\$1,530.00	
WS.5	16" Casing by Open Cut-Water Line	450	LF	\$115.00	\$51,750.00	
WS.5	24" Casing by Open Cut	37	LF	\$200.00	\$7,400.00	
WS.5	Uncased bore (12" & 8")	318	LF	\$85.00	\$27,030.00	
W.104	24" x 11.25 M.J. Bend	1	EA	\$2,200.00	\$2,200.00	
W.104	24" x 6" M.J. Tee	1	EA	\$2,600.00	\$2,600.00	
W.104	24" x 24" M.J. Tee	1	EA	\$3,800.00	\$3,800.00	
W.203	24" Butterfly M.J. Valve	1	EA	\$6,800.00	\$6,800.00	
W.104	24" X 12" M.J. Reducer	1	EA	\$1,260.00	\$1,260.00	
W.1	Connect to Ex. 24" Line	2	EA	\$2,700.00	\$5,400.00	
W.104	18" x 18" M.J. Tee	2	EA	\$2,200.00	\$4,400.00	
W.104	18" x 12" M.J. Tee	1	EA	\$1,800.00	\$1,800.00	
W.104	18" x 12" M.J. Reducer	3	EA	\$900.00	\$2,700.00	
W.104	18" x 11.25 M.J. Bend	3	EA	\$1,300.00	\$3,900.00	
W.104	18" x 8" M.J. Tee	1	EA	\$1,900.00	\$1,900.00	
W.1	Connect to Ex. 18" Line	2	EA	\$4,500.00	\$9,000.00	
W.104	18" x 22.5 M.J. Bend	2	EA	\$1,300.00	\$2,600.00	
W.104	18" M.J. Butterfly Valve	3	EA	\$5,000.00	\$15,000.00	
W.104	16" x 12" M.J. Reducer	2	EA	\$625.00	\$1,250.00	
W.104	16" x 16" M.J. Tee	1	EA	\$1,670.00	\$1,670.00	
W.1	Connect to Ex. 16" Line	1	EA	\$2,060.00	\$2,060.00	
W.105	12" x 6" M.J. Tee	5	EA	\$580.00	\$2,900.00	
W.105	12" x 45 M.J. Bend	12	EA	\$480.00	\$5,760.00	
W.105	12" x 8" M.J. Tee	5	EA	\$625.00	\$3,125.00	
W.105	12" x 12" M.J. Cross	2	EA	\$1,050.00	\$2,100.00	
W.105	12" x 11.25 M.J. Bend	1	EA	\$600.00	\$600.00	
W.105	12" x 12" M.J. Tee	1	EA	\$800.00	\$800.00	
W.105	12" M.J. Cap	1	EA	\$400.00	\$400.00	
W.105	12" x 22.5 M.J. Bend	2	EA	\$600.00	\$1,200.00	
W.105	12" x 6" M.J. Reducer	1	EA	\$270.00	\$270.00	
W.1	Connect to Existing 12" Line	4	EA	\$1,500.00	\$6,000.00	
W.203	12" M.J. Gate Valve	27	EA	\$1,350.00	\$36,450.00	
W.203	8" M.J. Gate Valve	6	EA	\$675.00	\$4,050.00	
W.105	8" x 45 M.J. Bend	6	EA	\$250.00	\$1,500.00	
W.105	8" x 90 M.J. Bend	2	EA	\$250.00	\$500.00	
W.1	Connect to Existing 8" Line	6	EA	\$1,660.00	\$9,960.00	
W.203	6" M.J. Gate Valve	6	EA	\$540.00	\$3,240.00	

W.1	Connect to Existing 6" Line	7	EA	\$1,600.00	\$11,200.00
W.105	6" x 45 M.J. Bend	4	EA	\$190.00	\$760.00
W.1	Connect to Existing 3" Line	1	EA	\$660.00	\$660.00
W.205	Type 1 Fire Hydrant Assembly	12	EA	\$3,000.00	\$36,000.00
W.205	Type 2 Fire Hydrant Assembly	2	EA	\$2,700.00	\$5,400.00
W.205	Type 3 Fire Hydrant Assembly	14	EA	\$2,900.00	\$40,600.00
W.207	2" Water Meter	44	EA	\$1,800.00	\$79,200.00
W.201	2" Single Water Service	40	EA	\$1,000.00	\$40,000.00
W.201	2" Double Water Service	2	EA	\$1,100.00	\$2,200.00
W.207	3" Water Meter	1	EA	\$3,500.00	\$3,500.00
W.2	6" Blowoff Assembly	2	EA	\$2,300.00	\$4,600.00
W.2	1" Air Release	1	EA	\$900.00	\$900.00
WS.9	Dry Rip Rap Channel Lining	77	SY	\$36.00	\$2,772.00
W.207	Adjust Ex. Fire Hydrant Location	2	EA	\$2,000.00	\$4,000.00
WS.8	Grout fill existing 12" Water Line	1469	LF	\$7.00	\$10,283.00
WS.8	Grout fill existing 18" Water Line	865	LF	\$12.50	\$10,812.50
WS.8	Grout fill existing 8" Water Line	11400	LF	\$4.30	\$49,020.00
WS.8	Grout fill existing 6" Water Line	668	LF	\$4.20	\$2,805.60
WS.8	Grout fill existing 24" Water Line	173	LF	\$25.00	\$4,325.00
104-0521	Remove Conc (Curb or C&G)	168	LF	\$2.75	\$462.00
351-0501	Repair Exist Flex Pav Struct (8")	2	SY	\$260.00	\$520.00
402-0501	Trench Excav Protection	13640	LF	\$1.00	\$13,640.00
529-0502	Conc Curb and Gutter (TY 2)	168	LF	\$14.00	\$2,352.00

**Total Water Line** ==> \$1,313,214.10

**Total Sanitary Sewer** ==> \$900,583.20

**Total Water Line** ==> \$1,313,214.10

**Work Item Total** ==> \$2,213,797.30

**15.83% Mobilize** ==> \$269,110.00

**5% of \$2,482,907.30** ==> \$124,145.37

**Overall Total** ==> \$2,607,052.67

COCS cost is 15.83% of project cost – Overall mobilization is \$1,700,000.00

Contingency (5%)

## Work Responsibilities

Under this agreement, the **Local Government** shall provide the following services:

- Responsible for engaging and managing the services of a Texas Registered Professional Engineer to prepare the construction drawings, technical specifications and estimate for water and sanitary sewer line relocations and adjustments required by the State's highway improvement project on Business State Highway 6. These construction drawings shall be sequenced using the highway improvement's traffic control plan. The Local Government will provide the plans, construction drawings, specifications and estimate to the State in order for the State to include this information in the plans, specifications, and estimate (PS&E) for the highway improvement project,

which is currently being developed by TxDOT's Bryan Area Office. All information relative to this Project must be received by the State no later than Wednesday, November 26, 2003.

- Provide inspection services for the water and sanitary sewer line construction and notify the State's Project Engineer of any defects and/or deficiencies in the work or materials and observe the actions of the contractor to ensure that said defects and/or deficiencies are corrected to the satisfaction of both the Local Government and the State.
- Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- Provide review and approval of shop or fabrication drawings for the Project within 10 business days of receipt from the State.
- Perform design for change orders for the Project.
- Review and approve or disapprove negotiated change orders within 5 business days after receipt of such orders unless City Council approval is necessary, in which case the Local Government shall bring the item to City Council as soon as reasonably possible. Any contractor claims that are determined by the State to be valid and payable, which are the result of delays caused by the Local Government's design, review and approval of change orders will be added to the Local Government's participation in the cost of the Project.
- Monitor the contractor's work to ensure that all TCEQ and all other regulatory rules, regulations and laws are strictly adhered to. Any violation noted by the Local Government shall immediately be brought to the attention of the State's Project Engineer so that corrective action can be initiated.
- Prepare and submit a list of observed items requiring completion or correction for the water and sanitary sewer line relocations and adjustments to the State's Project Engineer.
- The Local Government agrees that all construction activities, performed by the Local Government's staff, for the water and sanitary sewer lines relocations and adjustments will be coordinated through the State's Project Engineer and will be solely at the Local Government's expense.
- The water and sanitary sewer lines are currently owned, operated, and maintained by the Local Government and shall continue to be owned, operated and maintained by the Local Government during the construction of the Project and upon completion of the highway improvement project and final acceptance by the State and Local Government.

The **State** shall provide the following services under this contract:

- Incorporate the Local Government's construction drawings, specifications and estimate for the water and sanitary sewer line relocation and adjustments with the PS&E being prepared for the Business State Highway 6 highway improvement project.
- Review and approve the Local Government's final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- Advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project.
- Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction cost for the Local Government's Project shall be submitted to the Local Government for review and approval together with an evaluation.
- Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the

highway improvement project in accordance with the contract between the State and the contractor, including the portion of the PS&E that covers the construction of the Project.

- Conduct field observations and coordinate with the Local Government's inspectors and the contractor to cure defects and deficiencies in the Project's construction prior to final acceptance.
- Make timely payment to the contractor, as provided in the State's governing specifications, for work performed in connection with the Project.
- Ensure access and permit the Local Government's inspectors and other authorized representatives to inspect the water and sanitary sewer line construction at all times.
- Conduct and coordinate the final inspection of the Project in the presence of the Local Government's Engineer and inspectors and transmit a final list of items to be completed, corrected or repaired to the contractor for this action. Conduct and coordinate any subsequent inspections to observe and confirm that all noted items have been satisfactorily completed, corrected and repaired.
- Maintain a job file, which will contain the records relative to the performance and payment for the Project. This file will be made available to the Local Government's representative for viewing at the Bryan Area Engineer's office.