BID SUMMARY

RHB Construction	$89,000.00
Kegley	$137,345.00
Delta Prime Specialty	$157,577.20
Larry Young Paving	$180,069.00
Alpha Paving Industries	$185,000.00
Cholla Pavement Maintenance	$208,639.00

City of Bryan - Purchasing Department
Bid Tabulation for #14-035: City Job #332-D3-1402
2014 Street Maintenance - Crack Seal
Bid Open Date: March 5, 2014 @ 2:00 p.m.

All bids submitted are reflected on this bid tab sheet. However, the listing of a bid should not be construed as any indication that the City accepts such bid as responsive. The City will notify the successful bidder upon award of contract.

	Cholla Pavement Maintenance, Inc.	Larry Young Paving, Inc.	RHB Construction, Inc.	Delta Prime Specialty Services, Inc.	Alpha Paving Industries, LLC	Kegley, Inc.
Proposal Cover Page (Y/N)	Y	Y	Y	Y	Y	Y
Executed 5% Bidder's Bond or Cashier's	Y	Y	Y	Y	Y	Y
Felony Conviction Notification (Y/N)	Y	Y	Y	Y	Y	Y
Certification of Bid (Y/N)	Y	Y	Y	Y	Y	Y
Acknowledgement of Addendum (Y/N)	Y	Y	N	Y	Y	Y
Statement of Qualifications & References	Y	N	Y	Y	Y	Y
Franchise Tax Acct Status (If Corp) (Y/N)	Y	N	Y	Y	N/A	Y
COMPLETE BID PACKAGE (Y/N)	Y	N	N	Y	Y	Y

ITEM	APPROX QTY	UNIT	ITEM DESCRIPTION	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	LS	Mobilization	$12,000.00	$12,000.00	$10,000.00	$10,000.00	$8,000.00	$8,000.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$11,545.00	$11,545.00
2	1	LS	Traffic Control	$23,000.00	$23,000.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$5,800.00	$5,800.00
3	1	LS	Furnish and Install crack sealant for streets listed per contract specifications.	$173,639.00	$173,639.00	$155,069.00	$155,069.00	$76,000.00	$76,000.00	$127,577.20	$127,577.20	$175,000.00	$175,000.00	$120,000.00	$120,000.00
			TOTAL BASE AMOUNT		**$208,639.00**		**$180,069.00**		**$89,000.00**		**$157,577.20**		**$185,000.00**		**$137,345.00**

Bids Opened BY: *Susan Chmelar*
City of Bryan Purchasing

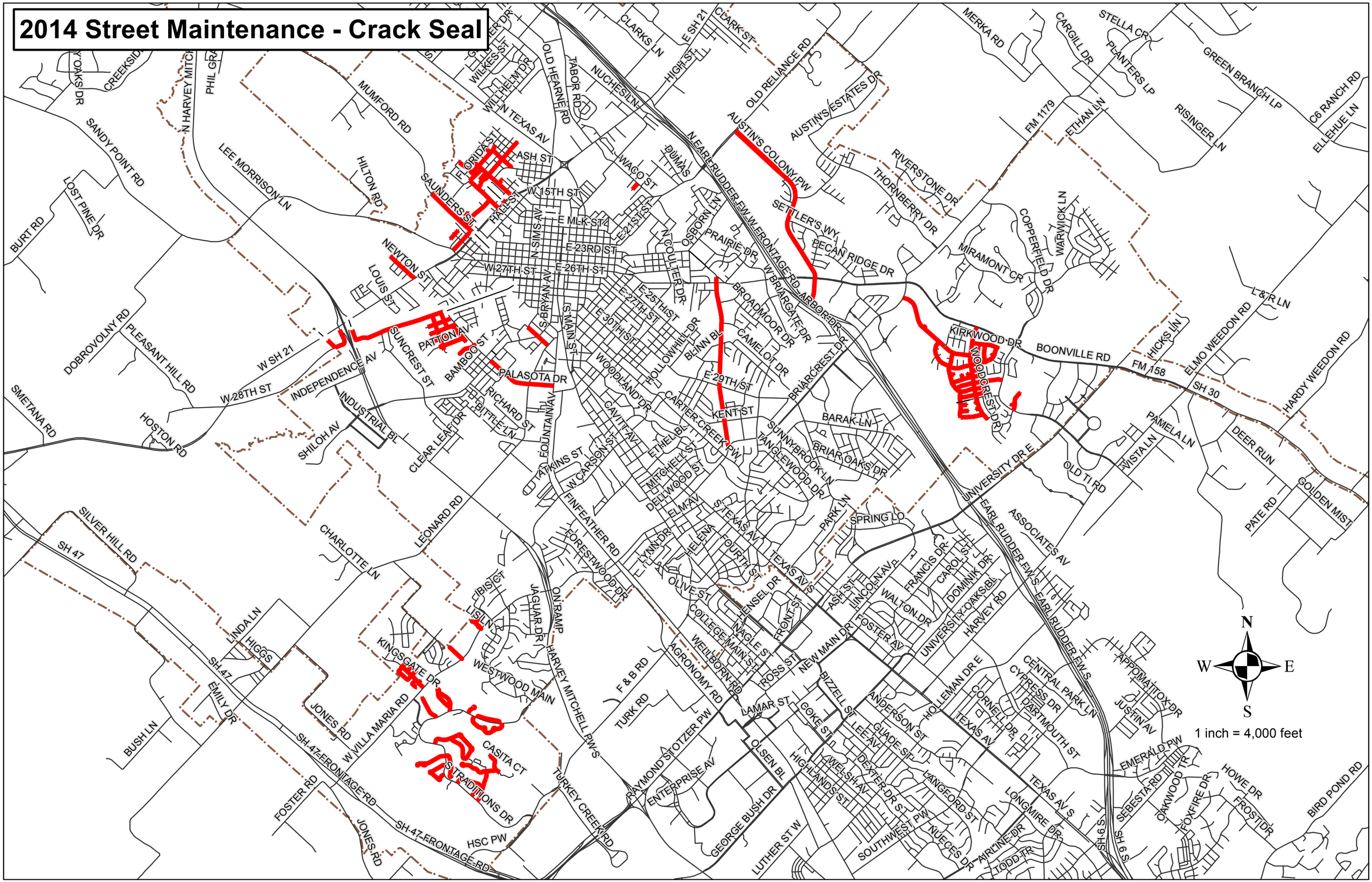
Bids Recorded BY: *Susan Monnat*
City of Bryan Engineering

PROJECT SCOPE

ROAD NAME	FROM	TO	APPROXIMATE (FT) LENGTH	WIDTH
Red Oak	Florida	Boulevard	1205	28.0
Wellington	17th	End	2080	30.0
Florida	18th	Water Oaks	1802	28.0
Pauline	Florida	New York	548	22.0
17th	Hwy 21	New York	2755	32.0
Muckelroy	MLK	17th	785	32.0
Chicago	17th	18th	466	20.0
Harlem	MLK	17th	790	30.0
Star	17th	16th	264	18.0
18th	Hwy 21	Columbus	198	32.0
18th	Harlem	Chicago	154	18.0
MLK	Hwy 21	Muckelroy	1940	35.0
Dean	MLK	Saunders	1945	28.0
Saunders	Hwy 21	City Limits	2836	24.0
Bellview	Dean	End	677	26.0
Bonneville	Sandy Point	Saunders	1080	26.0
Neel	End	End	540	18.0
Newton	Hwy 21	End	1600	31.0
W.28th	Quality Park	TxDOT R.O.W.	1110	20.0
Quality Park	Hwy 21	W. 28th	723	18.0
W. 28th	Palasota	TxDOT R.O.W.	5440	24.0
Scanlin	W. 28th	End	1780	18.0
Darwin	W. 28th	McArthur	795	18.0
Kinnard	Palasota	End	1222	18.0
McArthur	Palasota	End	1375	16.0
Marshall	Eisenhower	End	1318	18.0
Patton	Eisenhower	End	1050	18.0
Eisenhower	McArthur	End	925	22.0
Palasota	Beck	Finfeather	3409	24.0
Bridge Meadow	Palasota	End	920	27.0
Trant	Groesbeck	Bryant	1278	25.0
Wheeler	Waco	End	400	17.0
Austin's Colony	Boonville	Old Reliance	10117	48.0
Villa Maria	Braircrest	San Antonio	8335	52.0

Woodcrest	Boonville	Park Hampton	4181	39.0
Park Glen	Woodcrest	End	286	23.0
Park Crest	Woodcrest	End	331	23.0
Park Oak	Knight	Woodcrest	1189	23.5
Knight	Park Oak	Ravenwood	1275	33.0
Tracy	Knight	End	455	23.5
Dawn	Knight	End	303	23.5
Aldine	Brighton	End	623	35.5
Littleton	Sierra	End	386	23.0
Sutton	Sierra	End	366	23.0
Apache	Ravenwood	End	356	23.5
Brockhampton	Knight	Aldine	1270	25.0
Ravenwood	Green Valley	Aldine	1800	26.5
Brighton	Ravenwood	Copperfield	2235	33.0
Sierra	Ravenwood	End	1572	29.5
Seminole	Woodcrest	End	574	23.5
Meadowbrook	Woodcrest	Kirkwood	1663	34.0
Green Valley	Briarcrest	Woodcrest	4656	28.0
Creek Ridge	Green Valley	End	163	27.0
Kirkwood	Woodcrest	End	1333	34.0
Kenwood	Kirkwood	Meadowbrook	934	27.0
Kingsdale	Kirkwood	End	918	32.0
Taft	Cul-de-sac	End	415	24.0
Park Meadow	Copperfield	End	1200	24.0
Park Village	Park Meadow	End	372	24.0
Lis	W Villa Maria	End	760	29.0
Cid	Lis	End	197	29.0
Kimmy	W Villa Maria	End	1013	24.0
Kingsgate	W Villa Maria	End	1766	35.0
Barronwood	Kingsgate	End	508	24.0
Lynnwood	Kingsgate	End	501	24.0
Darwood	Kingsgate	End	501	24.0
Summerwood	Kingsgate	Kingsgate	1229	24.0
Muirwood	Kingsgate	End	725	24.0
Woodfield	Kingsgate	Pavement change	265	34.0
Persimmon Ridge	N Traditions	End	1521	24.0
Palmetto	N Traditions	End	2478	24.0
Laurel Trace	N Traditions	End	751	24.0
Sycamore	N Traditions	N Traditions	1513	24.0
Emory Oak	N Traditions	N Traditions	2876	24.0
Hickory Ridge	S Traditions	End	4897	24.0
Walnut Creek	S Traditions	End	2066	24.0
Elm Creek	S Traditions	End	1491	24.0
Pinyon Creek	S Traditions	S Traditions	1984	24.0
Casita	Club	End	2040	24.0
Founders	Club	End	1703	24.0
Club	S Traditions	End	1589	24.0
Willow Ridge	S Traditions	S Traditions	1932	24.0
Red Cedar	Willow Ridge	End	437	24.0

2014 Street Maintenance - Crack Seal



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

2014 STREET MAINTENANCE – CRACK SEAL

CITY JOB NO. 332-D3-1402

RFB # 14-035

CITY OF BRYAN

The Good Life, Texas Style.™

PREPARED BY:

CITY OF BRYAN
ENGINEERING DEPARTMENT

February 2014

This document was prepared by Susan M. Monnat, P.E, 99220 and is released for bidding purposes on February 18, 2014. Sealed documents will be provided for construction.

CITY OF BRYAN
The Good Life, Texas Style.

PURCHASING DEPARTMENT

March 3, 2014

ADDENDUM NO. 1

Addendum to City of Bryan Request For Bid No. 14-035 (City Job No. 332-D3-1402)

2014 Street Maintenance – Crack Seal

Please be advised of the following change to the Request for Bid package referenced above:

Insert: The following information shall be added to Special Provision 7. Traffic Control:

The Traffic Control Plan submitted by the contractor must be sealed by a registered professional engineer and will have to be approved by the City of Bryan prior to implementing the work.

MLK, W.28th, Palasota, Austin's Colony, Woodcrest, and Green Valley are all classified as collector or above and should be given special traffic control consideration. Many of these streets have schools located along them. Traffic Control Plan should address working these streets during non-peak traffic hours. Villa Maria serves Blinn College and therefore has steady traffic throughout the weekday. Traffic Control Plan should specifically address traffic conditions for this road. If warranted by the Traffic Control Plan the City would consider allowing for Saturday work on Villa Maria. Saturday work is subject to City approval and does incur inspection charges as specified in the bid document.

END OF ADDENDUM

This addendum shall be signed and included with your response package as acknowledgement of the addendum. Failure to acknowledge and submit any addenda may be cause for the bid to be rejected. The City's decision to accept or reject a bid due to a failure to acknowledge and submit addenda shall be final.

Susan Chmelar

Vendor Acknowledgement Signature

Susan Chmelar, Buyer
City of Bryan - Purchasing

1309 E. Martin Luther King St. • Bryan, TX 77803
(979) 209-5500 • Fax: (979) 209-5507
http://www.bryantx.gov/departments/?name=purchasing

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
2014 STREET MAINTENANCE - CRACK SEAL
CITY JOB NO. 332-D3-1402
RFB # 14-035

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Section

- **Disclosure Statement**
- **Request for Bids**
- **Schedule of Events**
- **Project Scope**
- **BID PROPOSAL PAGES *(RETURN THIS SECTION WITH PROPOSAL)***
- **Statement of Bidder's Qualifications *(RETURN THIS SECTION WITH PROPOSAL)***
- **Special Provisions**
- **Technical Specifications**

  CITY OF BRYAN STANDARD SPECIFICATIONS
  (not included but made part of this contract, RE: www.bcsunited.net)

  CRAFCO POLYFLEX TYPE 3 Product Data Sheet
  DEERY 200 Product Data Sheet

- **City of Bryan Record of Excavation**
- **Policy Utility Installation Notifications**
- **Wage Scale**
- **Sales Tax Exemption Permit**
- **General Provisions and Requirements**
- **Sample Certificate of Insurance**
- **Contract**
- **Performance Bond**
- **Payment Bond**
- **Contractor's Affidavit of Bills Paid**

DISCLOSURE REQUIREMENTS

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at:

http://www.bryantx.gov/departments/index.html?name=texas_ethics

If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. M. L. King Street, Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

REQUEST FOR BIDS

Sealed bids will be received by the City of Bryan at the Purchasing Department Office until March 5, 2014 publicly opened and read aloud at 2:00 p.m. CST, same date, on the following commodities or services:

2014 STREET MAINTENANCE - CRACK SEAL
CITY JOB NO. 332-D3-1402
RFB # 14-035

The project consists of providing crack seal on the streets listed in the document to the specifications required herein. The work shall include that work necessary to perform cleaning, traffic control, placing of crack sealing material, and other incidental work necessary to accomplish the task.

Bid forms, specifications and drawings may be secured at the Purchasing Department Office at 1309 E. M. L. King Street, Bryan, Texas 77803. These documents are available online at ***http://brazosbid.cstx.gov/***. These documents are also available on CDROM for no charge.

The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous and to award the bid to the vendor offering the best value to the City of Bryan. Additionally all bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in the determination of the best value including, but not limited to, the proximity of the bidder as it relates to their ability to perform the contract for the City of Bryan.

WEB POST DATE : 2/18/14

SCHEDULE OF EVENTS

- February 18, 2014 – Web site post date.

- February 28, 2014 @ 10:00 a.m. C.S.T. - Deadline for written requests for clarifications to the RFB.

- March 3, 2014 – Deadline to Issue Final Addendum

- March 5, 2014 @ 2:00 p.m. C.S.T – Sealed bids delivered to the Office of the Purchasing Department, City of Bryan, 1309 E. M. L. King Street, Bryan, TX. Bids received after the time and date set for the opening of the bid will not be accepted and will be returned unopened.

- March 25, 2014 Anticipated date of award

PROJECT SCOPE

ROAD NAME	FROM	TO	APPROXIMATE (FT) LENGTH	WIDTH
Red Oak	Florida	Boulevard	1205	28.0
Wellington	17th	End	2080	30.0
Florida	18th	Water Oaks	1802	28.0
Pauline	Florida	New York	548	22.0
17th	Hwy 21	New York	2755	32.0
Muckelroy	MLK	17th	785	32.0
Chicago	17th	18th	466	20.0
Harlem	MLK	17th	790	30.0
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Scanlin	W. 28th	End	1780	18.0
Darwin	W. 28th	McArthur	795	18.0
Kinnard	Palasota	End	1222	18.0
McArthur	Palasota	End	1375	16.0
Marshall	Eisenhower	End	1318	18.0
Patton	Eisenhower	End	1050	18.0
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Palasota	Beck	Finfeather	3409	24.0
Bridge Meadow	Palasota	End	920	27.0
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Wheeler	Waco	End	400	17.0
Austin's Colony	Boonville	Old Reliance	10117	48.0
Villa Maria	Braircrest	San Antonio	8335	52.0

Woodcrest	Boonville	Park Hampton	4181	39.0
Park Glen	Woodcrest	End	286	23.0
Park Crest	Woodcrest	End	331	23.0
Park Oak	Knight	Woodcrest	1189	23.5
Knight	Park Oak	Ravenwood	1275	33.0
Tracy	Knight	End	455	23.5
Dawn	Knight	End	303	23.5
Aldine	Brighton	End	623	35.5
Littleton	Sierra	End	386	23.0
Sutton	Sierra	End	366	23.0
Apache	Ravenwood	End	356	23.5
Brockhampton	Knight	Aldine	1270	25.0
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Creek Ridge	Green Valley	End	163	27.0
Kirkwood	Woodcrest	End	1333	34.0
Kenwood	Kirkwood	Meadowbrook	934	27.0
Kingsdale	Kirkwood	End	918	32.0
Taft	Cul-de-sac	End	415	24.0
Park Meadow	Copperfield	End	1200	24.0
Park Village	Park Meadow	End	372	24.0
Lis	W Villa Maria	End	760	29.0
Cid	Lis	End	197	29.0
Kimmy	W Villa Maria	End	1013	24.0
Kingsgate	W Villa Maria	End	1766	35.0
Barronwood	Kingsgate	End	508	24.0
Lynnwood	Kingsgate	End	501	24.0
Darwood	Kingsgate	End	501	24.0
Summerwood	Kingsgate	Kingsgate	1229	24.0
Muirwood	Kingsgate	End	725	24.0
Woodfield	Kingsgate	Pavement change	265	34.0
Persimmon Ridge	N Traditions	End	1521	24.0
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Sycamore	N Traditions	N Traditions	1513	24.0
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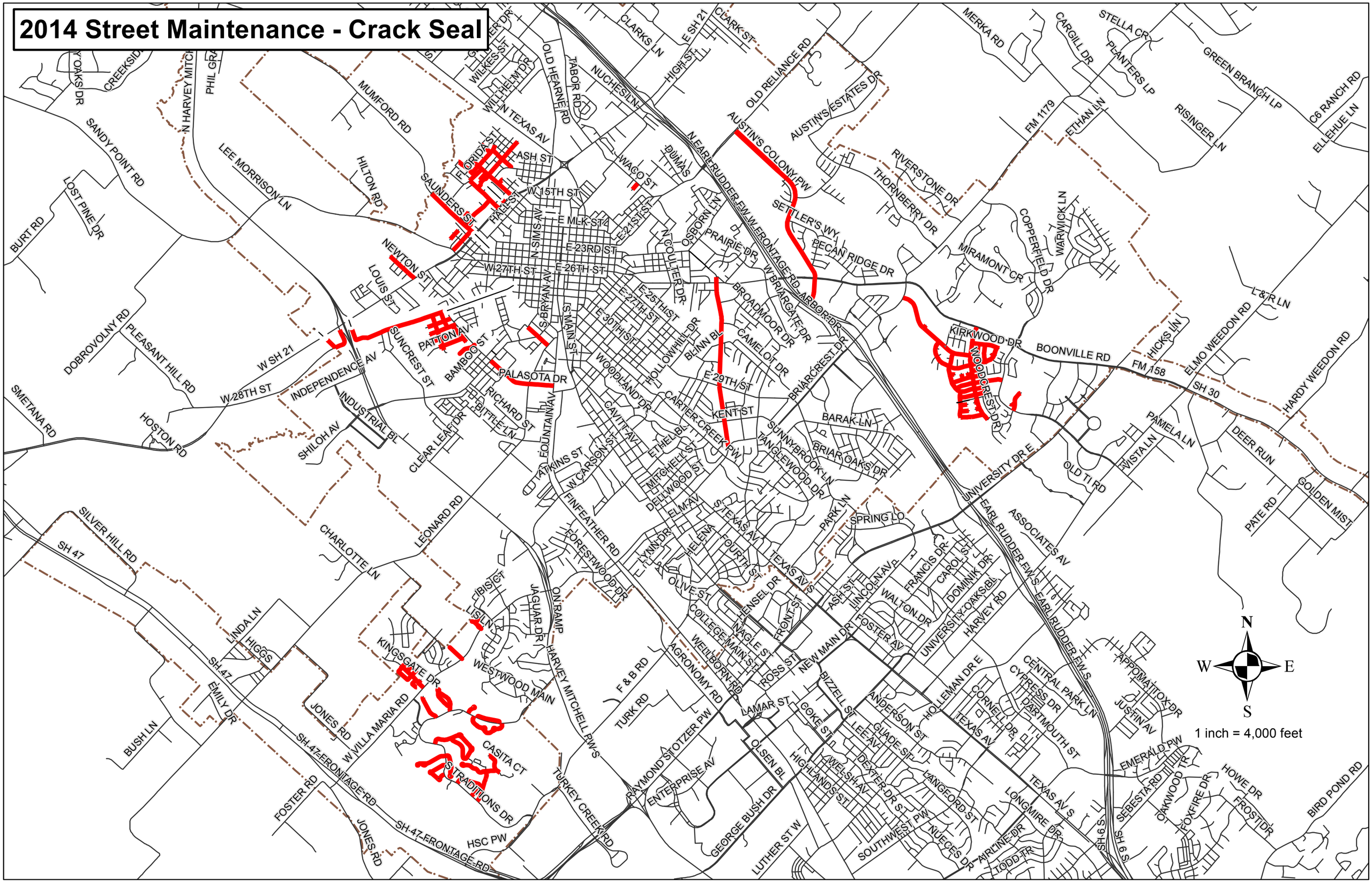
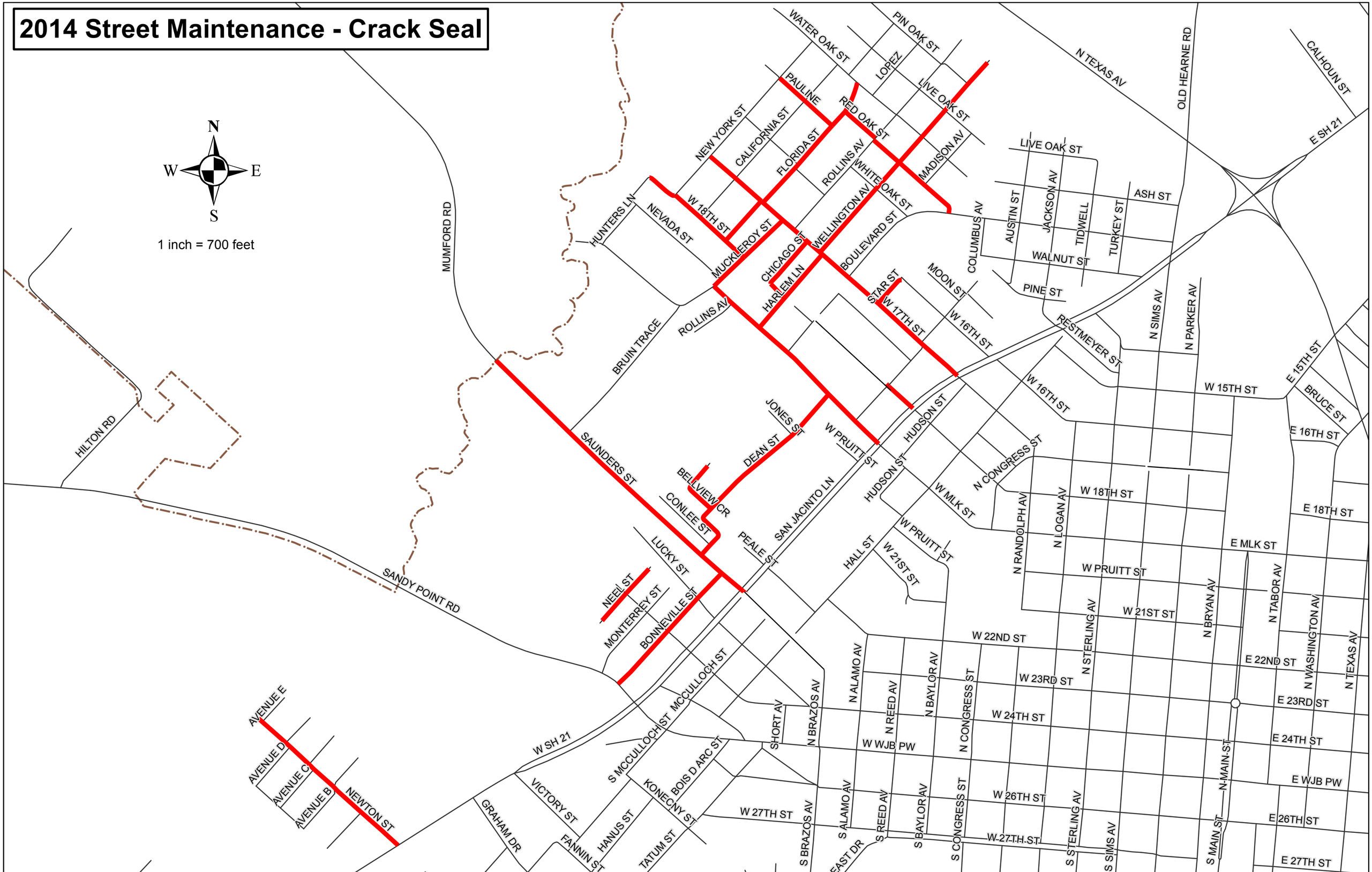
Walnut Creek	S Traditions	End	2066	24.0
Elm Creek	S Traditions	End	1491	24.0
Pinyon Creek	S Traditions	S Traditions	1984	24.0
Casita	Club	End	2040	24.0
Founders	Club	End	1703	24.0
Club	S Traditions	End	1589	24.0
Willow Ridge	S Traditions	S Traditions	1932	24.0
Red Cedar	Willow Ridge	End	437	24.0

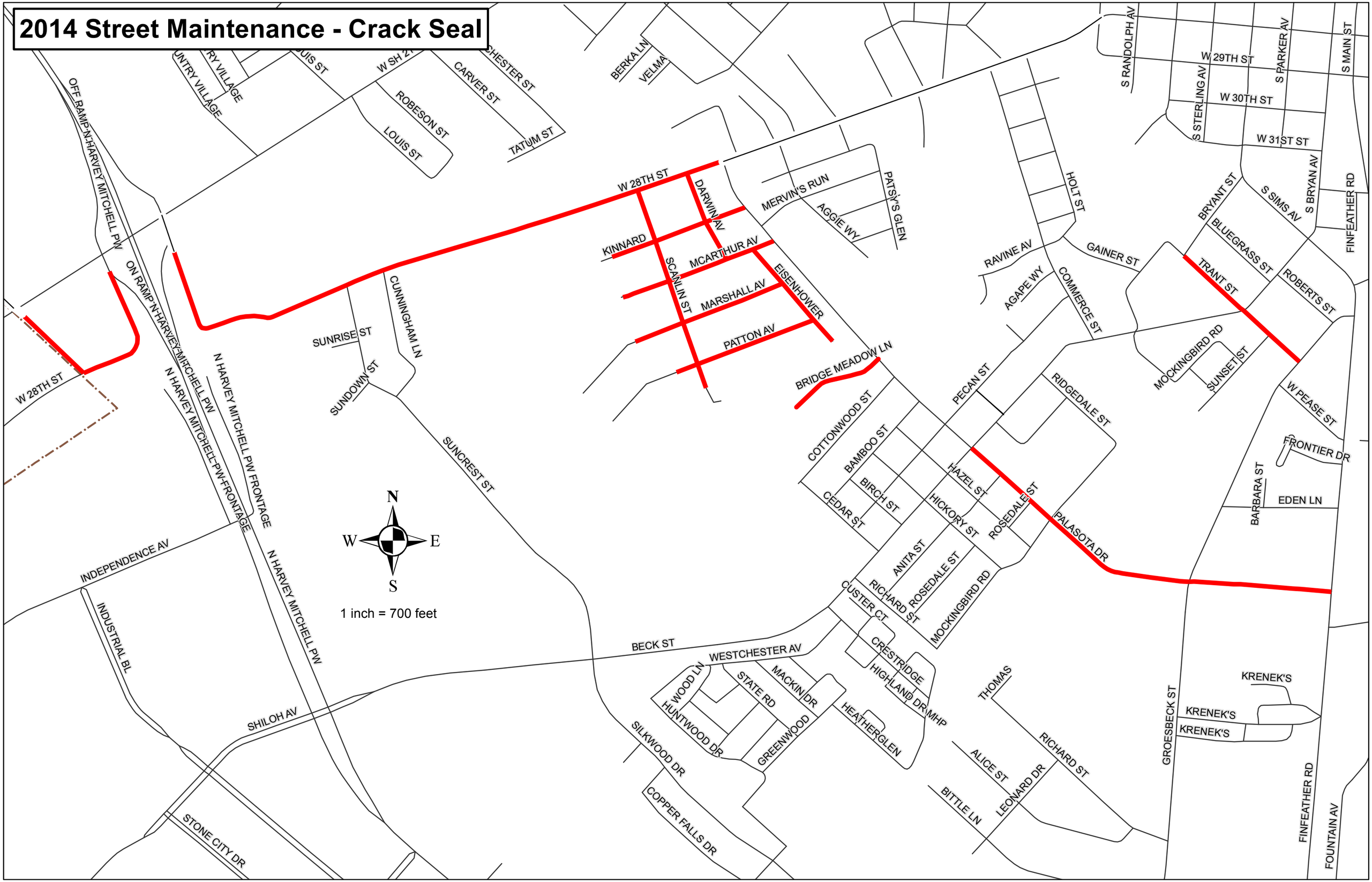
2014 Street Maintenance - Crack Seal



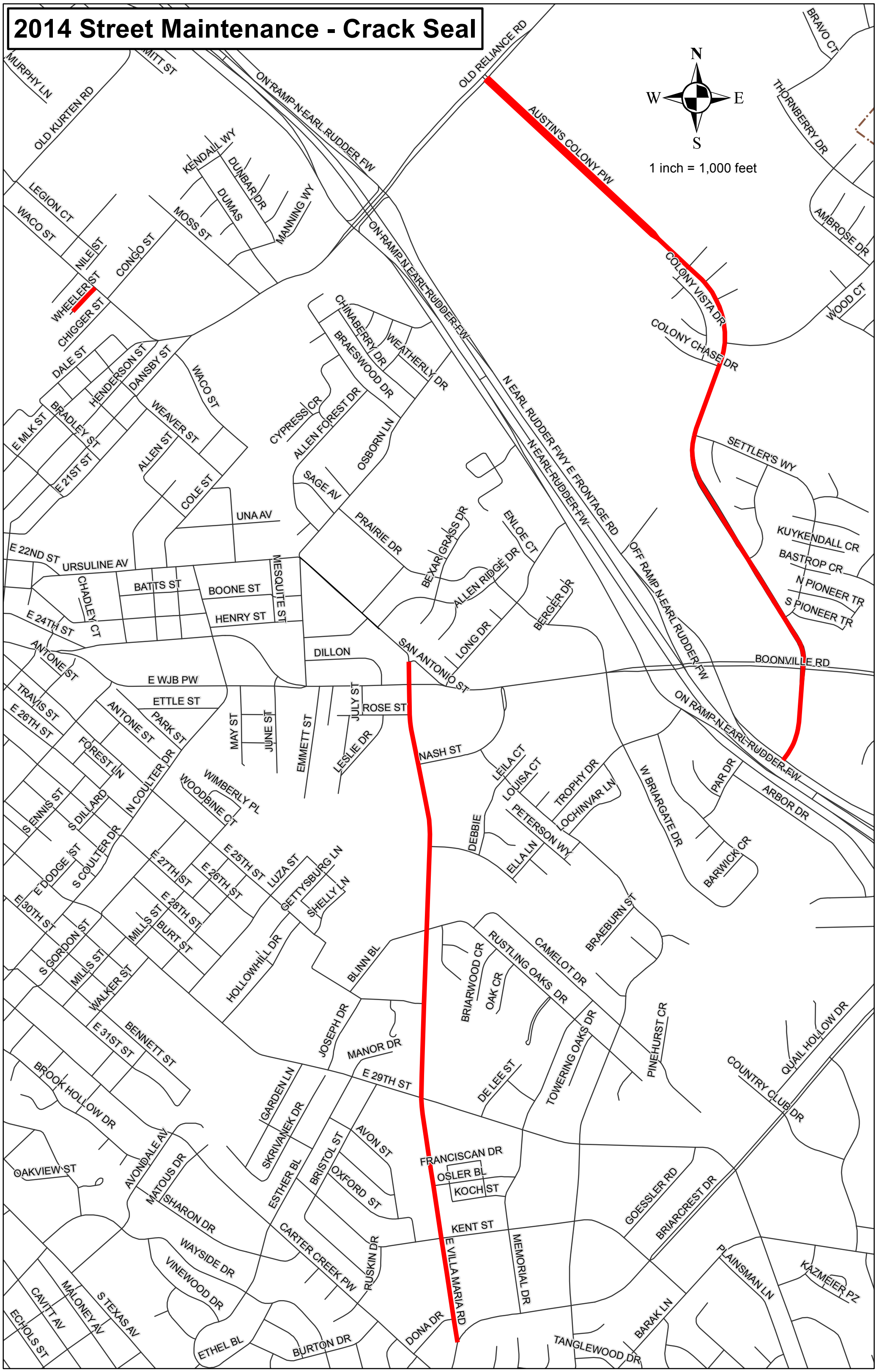
2014 Street Maintenance - Crack Seal



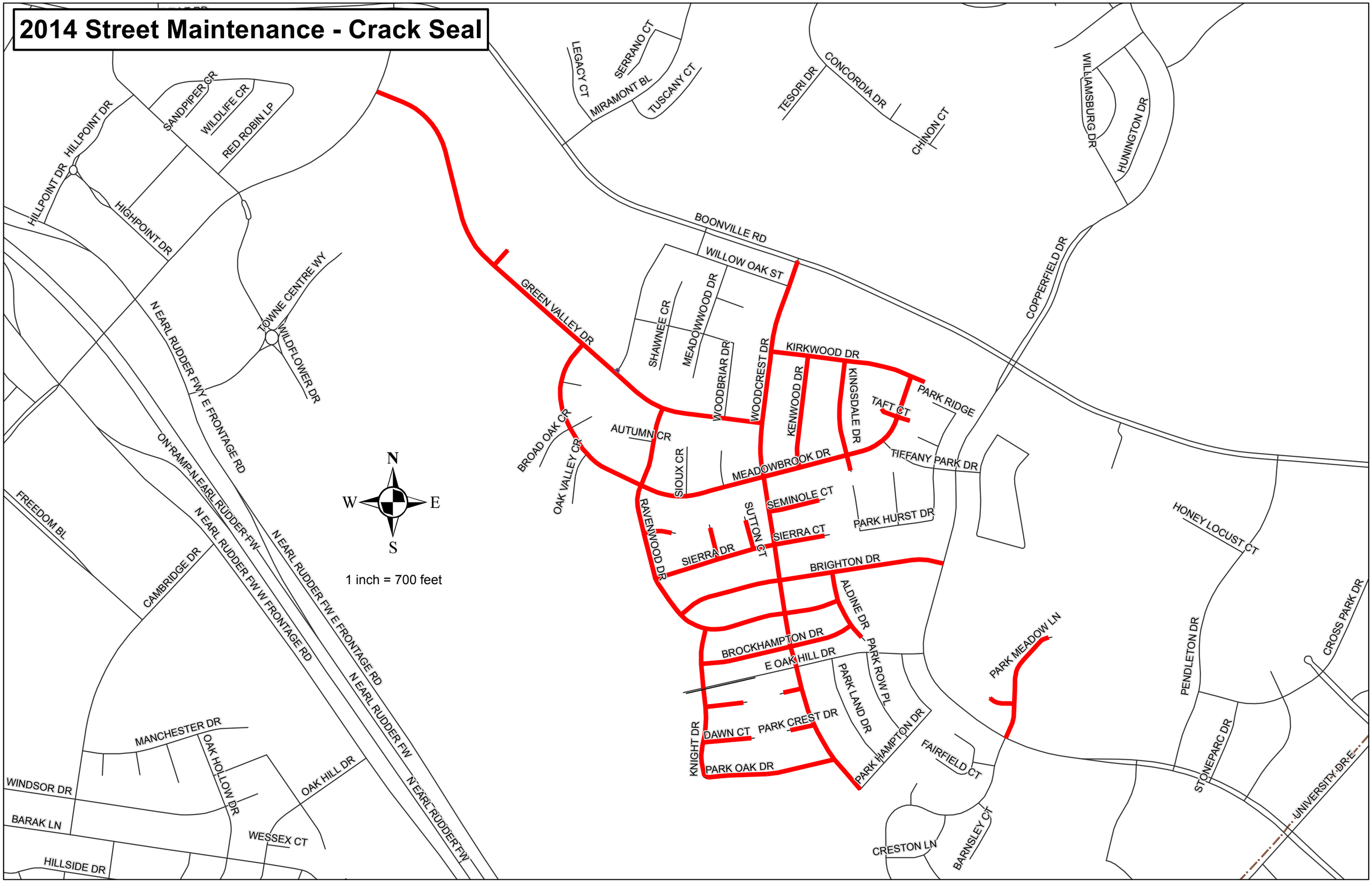
2014 Street Maintenance - Crack Seal



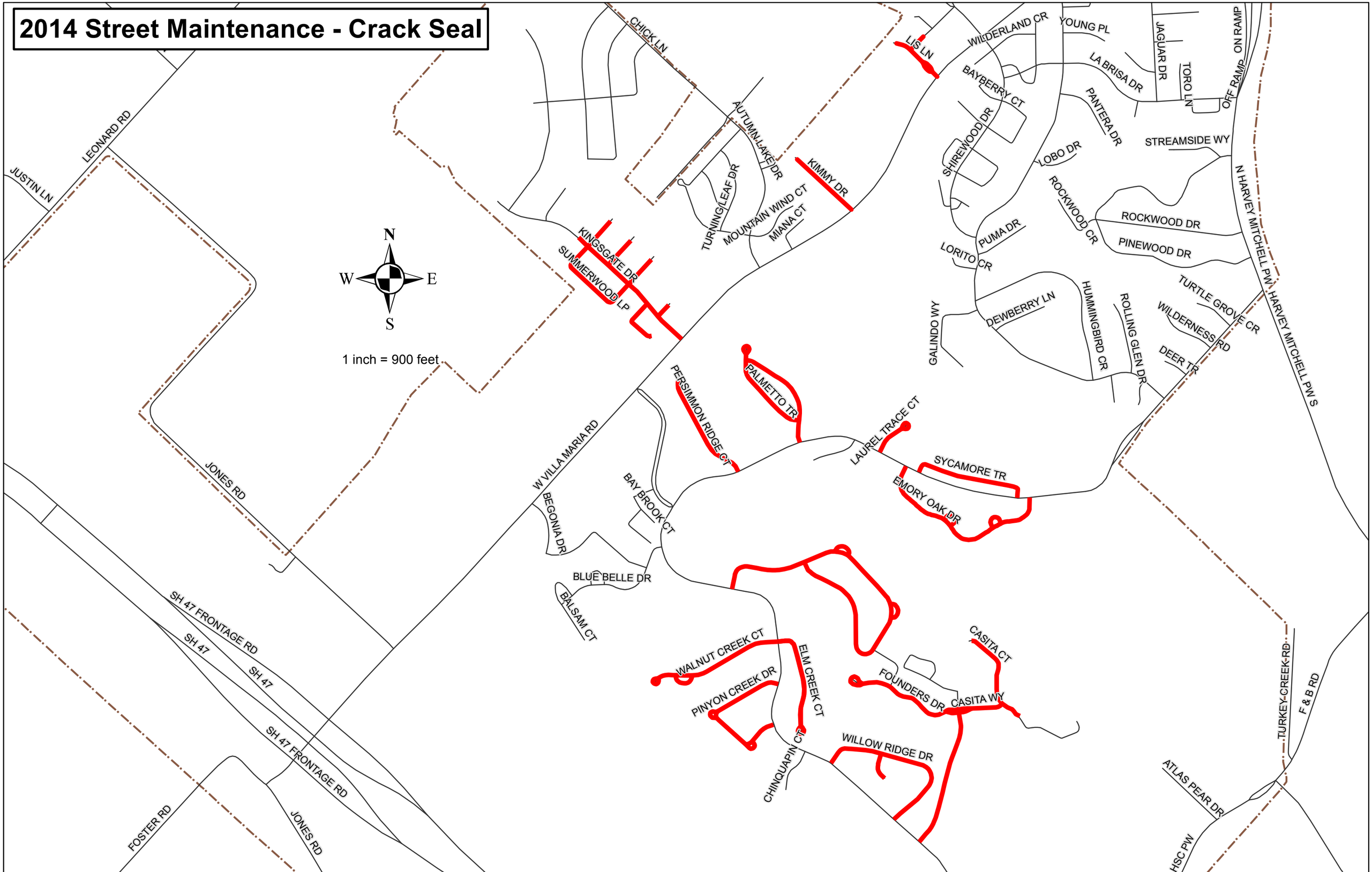
2014 Street Maintenance - Crack Seal



2014 Street Maintenance - Crack Seal



2014 Street Maintenance - Crack Seal



BID PROPOSAL INSTRUCTIONS

(**Proposal**)

The following items must be included with the bid when it is submitted. The City reserves the right to reject any bid for failure to comply with these requirements.

The bid documents (Proposal Pages) may be removed from the specification booklet and submitted with a bid bond or cashier's check. It is not necessary to include copies of the addendums. A space to acknowledge receipt of addendums is included in the bid documents.

- All bid proposals shall be accompanied by a **bid bond** in the amount of five percent (5%) of the total bid amount payable to the City of Bryan, from a surety company authorized to do business in Texas as a guarantee that the will enter into a contract and execute bonds within five (5) business days after notice of award. The bond must bear the impressed seal of the surety company and the name of the bidder, and be signed by the bidder and an authorized representative of the surety company. Powers of attorney must be attached to the bid bond.
- A **bid proposal** that has been fully completed and signed by the person authorized to represent the company submitting the bid. The proposal must use the same form or a photocopy of the form provided in the bid document. Acknowledgment of the receipt of any and all addenda to the bids must be provided on the proposal.
- If the bidder is a corporation, a copy of their **"Franchise Tax Certificate of Account Status"** showing all franchise taxes are current.
- A completed **"Statement of Bidder's Qualifications**" (this item may be submitted to the City within 3 working days of the bid opening for the proposal to be considered.
- All bidders must submit with their bid the "**Felony Conviction Notification form"** contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

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

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

In order to ensure a fair and public bid process, all questions related to this Request for Bid shall be addressed in writing via the ***Brazos Valley Online Bidding System (http://brazosbid.cstx.gov/)****.* ***Questions shall be submitted in writing to Susan Chmelar at schmelar@bryantx.gov prior to 10:00 a.m. CST on February 28, 2014.*** *Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Supervisor. Failure to observe this requirement may be grounds for rejection of the Bid.*

CITY OF BRYAN

PROPOSAL

DATE: 03-03-14

Proposal of RHB Construction Inc.

a corporation organized and existing under the laws of the State of Fla.;

or a partnership consisting of _____;

or an individual trading as _____:

TO THE CITY OF BRYAN
BRYAN, TEXAS

The undersigned hereby proposes to furnish all labor and material, tools, and necessary equipment, for the construction of the project, and to perform the work required for the construction of the said project, at the locations set out by the plans and specifications, in strict accordance with the contract documents.

The undersigned further agree to execute a contract within 5 business days from the date of notice of intent to award this proposal, or within such time as the City of Bryan may determine, and in case the undersigned fails or neglects to appear to execute the contract within the specified time, of which this proposal, the plans, specifications, special provisions and advertisements are a part, the undersigned will be considered as having abandoned it, and the Cashier's Check or Bidder's Bond in the amount of five percent (5%) of the total amount bid of eighty nine thousand dollars ($ 89,000.00) Dollars accompanying this proposal will be forfeited to the City of Bryan, Texas, by reason of such failure on the part of the undersigned.

The undersigned further agree that the proposal guaranty may be retained by the City of Bryan, Texas provided the under-signed is one of the three lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City of Bryan until the contract has been made by the successful bidder; otherwise, proposal guaranty may be obtained from the City Engineer after forty-eight hours from the time of opening the bids.

The undersigned certify that they are duly authorized to submit this Proposal and that this Proposal is made in good faith without collusion or connection with any other person, persons, partnership, company, firm, association or corporation offering bids on this work, and to do the work for the following bid item unit prices, their associated extended totals and sum of extended totals as listed on the following bid tabulation forms:

BID PROPOSAL
2014 STREET MAINTENANCE
CRACK SEAL
CITY JOB NO. 332-D3-1402
REQUEST FOR BID NO.

ITEM	APPROX.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Mobilization	8,000.00	8,000.00
2	1	LS	Traffic Control	5,000.00	5,000.00
3	1	LS	Furnish and Install crack sealant for streets listed per contract specifications	76,000.00	76,000.00

BID SUMMARY

	TOTAL BID AMOUNT:	89,000.00
	TOTAL WORKING DAYS:	**30**

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

Tracey Hummel
Authorized Company Official's Name (Printed)

03-03-14
Date

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Company Official:

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Signature of Company Official:

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Company Official:

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Company Official:

CERTIFICATION OF BID

CERTIFICATION and AUTHORIZATION:
RFB #14-035

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

Signed By: _____ Title: president

Typed Name: Tracey Hummel Company Name: RHB Construction

Phone No.: 512-738-1396 Fax No.: _____

Email: rhbco@yahoo.com

Bid Address: 402-A West Palm Valley #325 Round Rock TX- 78664
P.O. Box or Street City State Zip

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

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

Federal Tax ID No.: 331032898

Date: 03-03-14

The undersigned hereby declares that he has visited the sites and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

All bid proposals shall be accompanied by a bid bond in the amount of five percent (5%) of the total bid amount payable to the City of Bryan, from a surety company authorized to do business in Texas as a guarantee that the will enter into a contract and execute bonds within five (5) business days after notice of award. The bond must bear the impressed seal of the surety company and the name of the bidder, and be signed by the bidder and an authorized representative of the surety company. Powers of attorney must be attached to the bid bond.

TIME OF COMPLETION : The undersigned agrees to complete the work within 30 working days from the date designated by the Notice to Proceed.

The undersigned further declares that he will provide all necessary tools, and apparatus, do all the work, and furnish all materials, and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth. Additionally, the undersigned affirms that the firm is willing to sign the City's Standard Form of Contract as reflected in the specifications, if awarded the contract.

Acknowledgement for Receipt of Addendums:

Addendum Number 1 Initial _____

Addendum Number _____ Initial _____

Addendum Number _____ Initial _____

Respectfully submitted,

_____
(Signature)

402 A West Palm Valley #325
(Address)

Round Rock TX 78664
(City, State, Zip)

NOTE: Do not detach bid from other papers. Fill in with ink and submit complete with attached papers.

STATEMENT OF BIDDER'S QUALIFICATIONS

Bidders who have not had a contract with the City of Bryan within the last five years must furnish sufficient written evidence that single bona fide contract, in excess of two-thirds of the face amount of this bid, have been successfully and satisfactorily completed on work of a similar nature. This evidence shall be furnished on the form that follows. The contractor must show job locations, type of projects, contract amounts, and dates completed. This information must also be furnished for any proposed subcontractors. Failure to submit this evidence shall be just cause for disqualification of the bid. The successful bidder, at the discretion of the City Council, may be required to furnish a complete financial statement prepared and certified to by a Certified Public Accountant.

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

Name of Company: _____

Years in Business: _____

A. <u>REFERENCES</u>: List projects on which a similar type of work was performed within the past five years.

1.

Project Name:	_____	Completed Cost:	_____
Describe work:	_____		
Owner:	_____	Date Completed:	_____
Contact Person:	_____	Phone Number:	_____

2.

Project Name:	_____	Completed Cost:	_____
Describe work:	_____		
Owner:	_____	Date Completed:	_____
Contact Person:	_____	Phone Number:	_____

3.

Project Name:	_____	Completed Cost:	_____
Describe work:	_____		
Owner:	_____	Date Completed:	_____
Contact Person:	_____	Phone Number:	_____

4.

Project Name:	_____	Completed Cost:	_____
Describe work:	_____		
Owner:	_____	Date Completed:	_____
Contact Person:	_____	Phone Number:	_____

5.

Project Name:	_____	Completed Cost:	_____
Describe work:	_____		
Owner:	_____	Date Completed:	_____
Contact Person:	_____	Phone Number:	_____

6.

Project Name:	_____	Completed Cost:	_____
Describe work:	_____		
Owner:	_____	Date Completed:	_____
Contact Person:	_____	Phone Number:	_____

STATEMENT OF BIDDER'S QUALIFICATIONS
(Continued)

B. Superintendent (field) & Project Manager (office) proposed for the project, years of experience in their position, and list of projects, which they managed.

Projects that were managed by Superintendent:

Superintendent's Name: _____ Number of Years Experience: _____

Projects

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

Projects that were managed by Project Manager:

Project Manger's Name: _____ Number of Years Experience: _____

Projects

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

Project Name: _____ City/State: _____

SPECIAL PROVISIONS

2014 STREET MAINTENANCE

CRACK SEAL

CITY JOB NO. 332-D3-1402

SPECIAL PROVISIONS-TABLE OF CONTENTS

SECTION NUMBER	DESCRIPTION
SP 1.	City Project Manager
SP 2.	Conflict Resolution
SP 3.	Submittals
SP 4.	Residential Notification
SP 5.	Method of Work/Technical Specification
SP 6.	Changes and Alterations
SP 7.	Traffic Control
SP 8.	Solid Waste Coordination
SP 9.	Record Drawings

SP 1. CITY PROJECT MANAGER:

Susan M. Monnat, P.E.
P.O. Box 1000
Bryan, TX 77805
979-209-5030

SP 2. CONFLICT RESOLUTION:

In the absence of specific details or specifications in these contract documents applicable design and details the contractor shall conform to the City of Bryan Technical Specifications and Standard Construction Details latest revision, http://www.bcsunited.net/. If any conflicts or difference in interpretation exist between these contract documents, referenced or published standards, the City of Bryan requirements, or TCEQ requirements the strictest requirement shall govern.

SP 3. SUBMITTALS:

The Contractor shall submit to the Engineer for review, and approval, the following items prior to the work order being issued:

- Work Plan indicating sequence and schedule
- Material Supplier (Crack sealant and non-tack agent)
- Traffic Control Plan

SP 4. RESIDENTIAL NOTIFICATION:

The Contractor shall be responsible for notifying residents 48-hrs prior to work being performed in their area so that vehicles will be removed from the roadway.

SP 5. METHOD OF WORK/TECHNICAL SPECIFICATION:

Crack sealing shall occur for all cracks 1/8" inch width or greater on the streets listed in the project scope. The sealant shall be as specified in technical specifications or an approved equal that meets all the requirements of ASTM D 6690. The contractor is responsible for supplying to the Owner the manufacturer's specification, application recommendations and the material safety data sheet for approval. Proper sealing equipment must be used for the specific material listed in accordance with the manufacturer's recommendations.

Prior to the application of the crack sealant all cracks must cleaned with a compressed air system. The cracks must be cleaned to a depth at least twice the crack width. Airflow should be free of oil and moisture and the compressed air should have a minimum pressure of 100lbs/in^2. A hot air lance or other drying method shall be used to ensure the crack is free of moisture. The ambient temperature must be 40 degrees and rising. The crack sealant is to be placed over the cracks and then leveled off using a squeegee.

The face of the crack shall be surface dry and the material shall be applied immediately after the crack has been cleaned and shall be applied slowly and smoothly from the bottom of the crack upward in a manner that will not result in air entrapment or pocketing. Sealant shall be brought flush to surface and a U-shaped squeegee used to remove excess and create overlap of adjacent surfaces not less than ½" nor

greater than 1 ½". If vertical settlement beyond 1/8" thickness of sealant occurs, the contractor shall apply additional layers of sealant necessary to bring material flush to the surface. If at any time during the warranty period the sealant shows settlement of ¼" or more, the contractor shall apply additional layers of sealant at his expense.

All traffic control must be provided when working in the roadway to prevent traffic from picking up the newly placed crack sealant. No traffic shall be allowed on the newly sealed areas until the crack sealant has had sufficient time to cool. If traffic causes lifting or transfer of the material, the contractor shall immediately repair the damaged area.

At locations and intersections where prolonged use of traffic control is not possible, a non-tack agent must be used to prevent the closure of the intersection. This non-tack agent is to be considered subsidiary to the crack sealant bid item. Upon completion the pavement surface shall be swept and left in a clean condition.

Crack sealing is to be performed during dry weather. After a rain event the City Engineering Inspector will determine when crack sealing can begin again.

The gutter line between the existing pavement and the curb and gutter **shall not** be crack filled. Crack seal **shall not** be placed on or directly adjacent to existing pavement markings.

The street list in the project scope shows approximate length and width of the roadways to be crack sealed. Some lengths were extended to approximate pavement area due to cul-de-sacs or other items. Actual determination of the amount and severity of cracks along the streets is completely up to the contractor. All cracks 1/8" or wider shall be sealed. All work is subsidiary to the line items in the bid tab.

SP 6. SCHEDULE:

The contractor shall prepare and submit to the Engineer for approval a crack-sealing schedule indicating the streets where crew(s) will operate each day.

SP 7. TRAFFIC CONTROL:

Contractor shall at all times meet the provisions of the Manual on Uniform Traffic Control Devices for temporary protection and directing of traffic. The contractor is required to submit a traffic control plan prior to construction.

SP 8. SOLID WASTE COORDINATION:

Construction is not to impede weekly waste collection. Residential waste and brush & bulky service each occur once per week (not typically on the same day). The schedules are available at the City of Bryan's website www.bryantx.gov or can be reached directly at the following link http://gis.bryantx.gov/gis/website/waste_collection/viewer.htm or obtained through the City of Bryan's Environment Services Department.

The contractor is to work with the City of Bryan Solid Waste Division. The city may be able to schedule pickup early on particular streets so that construction delay is minimized. The contractor is to work with the city as needed on scheduling.

SP 9. RECORD DRAWINGS:

A list of completed streets with the pounds of sealant used per street is to be provided by the contractor to the City of Bryan at the end of the project.

TECHNICAL SPECIFICATIONS

2014 STREET MAINTENANCE

CRACK SEAL

CITY JOB NO. 332-D3-1402

CRAFCO INC
AN ERGON COMPANY
420 N. Roosevelt Ave. • Chandler AZ 85226
1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
www.crafco.com

PRODUCT DATA SHEET

POLYFLEX TYPE 3

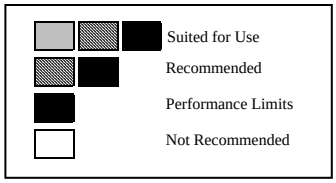
PART NO. 34521

JUNE 2012

READ BEFORE USING THIS PRODUCT

GENERAL Crafco PolyFlex Type 3 is a hot-applied, asphalt based product used to fill cracks and joints in asphalt and portland cement concrete pavements in warm to hot climates. PolyFlex Type 3 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow and pick-up at summer temperatures. Polyflex Type 3 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature, PolyFlex Type 3 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 3 is formulated as an economical yet effective pavement maintenance crack filler product. Compared to products based on reclaimed rubber, PolyFlex Type 3 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set-up times and improved low temperature flexibility. Polyflex Type 3 has been a quality Crafco product for 20 years. Several states have adopted specifications based on the performance of Polyflex Type 3. VOC = 0 g/l.

USAGE GUIDELINES PolyFlex Type 3 pavement temperature performance limits are 70-10 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.



High Temperature Grade (°C)

Low Temperature Grade (°C)

°C	58	64	70	76	82
-4					
-10					
-16					
-22					
-28					
-34					
-40					
-46					

Pavement Temp for Filler Usage

SPECIFICATION CONFORMANCE The Crafco recommended specification limits for PolyFlex Type 3 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows: Error! Bookmark not defined.

Test	Recommended Specification
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility, 77F (25C) (ASTM D113)	30 cm min.
Flexibility (ASTM D3111 Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C) (ASTM D5329)	3 mm max
Brookfield Viscoisty, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min
Tensile Adhesion, 1” (ASTM D5329)	400% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

INSTALLATION The unit weight of Crafco PolyFlex Type 3 is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm^2) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation**

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DEERY® BRAND 200
PAVEMENT PRESERVATION PRODUCTS

HOT APPLIED SEALANT, Part No. 80200

PRODUCT DATA SHEET
JANUARY 2011

DESCRIPTION DEERY 200 is a hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer, recycled rubber, and other modifiers. The sealant contains no solvent, is pre-reacted and conforms to the requirements of the specification designated herein and conforms to the requirements of many state DOT specifications. VOC=0 g/l

USE DEERY 200 is a moderately high viscosity pavement preservation sealant intended for highway, street and aviation applications for sealing longitudinal and transverse joints and random cracks in Asphalt or Concrete pavements where use of high levels of recycled material is desirable. Properly installed, DEERY 200 is an effective barrier against damage from debris and moisture infiltration into cracks and joints within regions experiencing moderate high and moderate low pavement temperatures.

HEATING Sealant shall be heated in a hot-oil jacketed melter capable of constant mechanical agitation and equipped with a calibrated thermometer to monitor sealant temperature. Material shall be heated to and maintained at Recommended Application Temperature during use. Material can be cooled and then reheated, but only if prolonged heating is avoided. Prolonged heating at or above Recommended Application Temperature may severely damage product. If overheating damage occurs, immediately drain machine completely and refill with new material.

APPLICATION DEERY 200 is pre-reacted and can be applied immediately after heating to Recommended Application Temperature. With pavement temperature at 40°F (4°C) or higher, place material into clean, dry crack or prepared reservoir by means of a hand-held pour pot, wheeled push bander or wand applicator. Squeegee any excess sealant tight to pavement surface. Pavement may be warmed to 40°F (4°C) or higher with a Hot Air Lance.

PROPERTIES of DEERY 200
When sampled and heated to maximum heating temperature in accordance with ASTM D5167

TEST	METHOD	SPECIFICATION
Cone Penetration @ 77°F (25°C)	ASTM D5329	45 dmm maximum
Flow @ 140°F (60°C)	ASTM D5329	3.0 mm maximum
Resilience @ 77°F (25°C)	ASTM D5329	30% minimum
Asphalt Compatibility	ASTM D5329	Pass
Softening Point	ASTM D36	210°F (99°C) minimum
Ductility @ 77°F (25°C)	ASTM D113	30 cm minimum
Viscosity @ 400°F (204°C)	Brookfield	100 Poise maximum
Recommended Application Temperature	ASTM D5167	380-400°F (193-204°C)*
Maximum Heating Temperature	ASTM D6690	400°F (204°C)

*Temperature of product measured at pavement surface. Use highest Recommended Application Temperature in cool weather.
*Prolonged heating at or above Recommended Application Temperature may severely damage product.

PACKAGING Material is packaged in cardboard boxes sized to accommodate a maximum of 40 lb (18.0 kg). Material contained in each box is wrapped in a quick melt liner which is dissolved and incorporated into the melted product. Standard packaging is 30 lb (13.6 kg) per box, palletized 75 boxes per pallet with an approximate net weight of 2,250 lb (1,021.0 kg). Pallets are moisture protected with a plastic wrapping and bound with a minimum of two layers of UV resistant stretch wrap.

FOR ADDITIONAL INFORMATION

Call:1-800-227-4059 toll free
Email:info@deeryamerican.com
Web: www.deeryamerican.com

PERFORMANCE Temperature fluctuations, site conditions, surface preparation, traffic, installation technique, material selection, shape factor and surface treatment compatibility influence the effectiveness and useful life of Pavement Preservation treatments. Consider and monitor each element for optimum results. Purchaser and end user should determine applicability for use in their specific conditions.

WARRANTY Manufacturer warrants that these products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, manufacturer shall not be responsible for improperly applied or misused products. Remedies against manufacturer, as agreed to by manufacturer, are limited to replacing nonconforming product or refund (full or partial) of purchase price from manufacturer. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by manufacturer, whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow manufacturer recommendations for product installation.**

CRAFCO INC
AN ERGON COMPANY

420 N. Roosevelt Ave. • Chandler AZ 85226
1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
www.crafco.com

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City of Bryan

Record of Excavation

Instructions: This record must be prepared for each excavation in a readable, descriptive, and accurate manner. All necessary signatures must be present and approved prior to commencement of work. This record must be retained for (3) years.

Division: _____ Date of Excavation: _____

Period that the Excavation is open: (dates) _____

Specific Location: _____

Purpose: _____

Class of soil determined to be: (check one) ☐ A ☐ B ☐ C
(See Appendix A to Subpart P)

Soil test used: _____

Visual: ☐Layered ☐Cohesive ☐Granular ☐Gravel ☐Utilities
☐Water drains from sides or bottom

Manual: ☐Plasicity ☐Dry Strength ☐Thumb Penetration

1. All public utility systems notified? ☐Yes ☐No
2. Received permit to dig before digging? ☐Yes ☐No
   Time: _____ Date: _____
   Person: _____
3. Hazardous atmosphere tested? ☐Yes ☐No
4. Constructed means of egress from excavation? ☐Yes ☐No
5. Controlled exposure to vehicle traffic? ☐Yes ☐No
6. Controlled exposure to falling loads? ☐Yes ☐No
7. Warning system for mobile equipment? ☐Yes ☐No
8. Determined emergency rescue equipment needed and available? ☐Yes ☐No
9. Prepared for hazards of water accumulation? ☐Yes ☐No
10. Verified stability of adjacent structure? ☐Yes ☐No
11. Constructed protection from loose rock and soil daily ☐Yes ☐No
12. Scheduled a worksite inspection plan? ☐Yes ☐No
13. Prepared for fall protection? ☐Yes ☐No

<u>Excavation Diagram</u>: (Include length, width, depth)

<u>Diagram / Explain type of excavation protection</u>: (Be specific and note distances)

Competent Person in Charge of Excavation:

_____ _____

Signature Date

POLICY
UTILITY INSTALLATION NOTIFICATION

It is the policy of the City of Bryan Public Works Services Department and it's Divisions that all city work forces and/or city contractors performing work involving the installation of underground utilities provide adequate notification to utility companies prior to the commencement of any excavation activity.

Notification of all utility companies shall occur at least 2 Working Days in advance of the planned excavation activity in accordance with Chapter 251 of the State of Texas Utilities Code, Title 5. A record of the notification time, date, and person contacted shall be made and retained for the City of Bryan's records. City work forces under the direction of the Director of Public Works, shall forward a copy of this notification record to the Public Works Services Department's office. Contractors performing work under the direction of the Engineering Division shall forward a copy of the notification record to the City Engineer's office so that it may be filed in the Engineering Division's files. A form entitled "Utility Installation Notification Check-Off List" shall be used to maintain a record of notification activities.

If a utility company that has been duly notified fails to respond to a request for locating their underground facilities within the prescribed period, City of Bryan work forces and/or contractors are advised that they must notify the utility company and/or companies that work will commence on the planned underground excavation within 1 Working Day. It is the responsibility of the various utilities to respond to a request that its lines be located.

In no event should a city work force and/or contractor delay its work activities for a period exceeding 3 Working Days. If an underground utility company has not responded within the prescribed 3 Working Days, city work forces and/or its contractors are advised to commence the underground excavation activity. After the above described notification period has expired, all responsibility for underground utility breaks and/or ruptures become the responsibility of the owning utility company.

The following procedure will be followed when an emergency excavation of underground facilities is required. If the emergency condition will permit notification time, city work forces and/or contractors shall notify all utility companies that an emergency condition exists that may involve underground facilities owned by the utility company. The nature, location and commencement time of the planned excavation work necessary to resolve the emergency condition will be communicated to the utility companies. The utility company or companies shall advise the agency conducting the emergency excavation of the time necessary for them to respond to a location request. City work forces and/or contractors (agencies making emergency excavation) shall not be required to delay emergency repairs for a period exceeding the time to respond indicated by the utility company or companies. In the event that the emergency condition does not provide city work forces and/or contractors time for notification, emergency work will be completed and any damage to underground facilities will be reported to the owning utility company immediately following completion of the emergency work activity. Damage information reported to the utility company involved shall include the type of damage, location, time that the damage occurred, name of city department and/or contractor along with address and telephone number. All damage to facilities resulting from an emergency condition that did not allow notification time for underground locations will be considered the responsibility of the owning utility company.

UTILITY INSTALLATION NOTIFICATION
CHECK-OFF LIST

CONTRACTOR _____

PROJECT NO./SUBDIVISION _____

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

Miscellaneous: _____

_____

_____

TELEPHONE NUMBERS FOR LOCATION OF CABLES & LINES

Texas One Call	1-800-245-4545
AT&T	1-800-252-1133
Sprint	1-800-443-1876
Southwestern Bell	1-800-669-8344
Verizon	1-800-344-8377
Southwestern Gas Pipeline	936-878-2482
Bryan Woodbine Gathering	979-778-8046 or 979-776-0285
BWOC	979-778-0069 or 979-776-0121
Exxon Pipeline Company	713-656-3315 or 979-272-8171
Energy Transfer	1-800-375-5702 or 210-403-7300
Atmos Gas	1-800-460-3030
SuddenLink Cablevision	979-846-2229
Wickson Crk. Spec. Utility District	979-589-3030

TX130016

(1/4/2013)

WAGE SCALE

As required by the Department of Labor in Washington, D.C., investigations have been made to determine the prevailing wage rates for the classes of labor expected to be involved in the various classes of labor on this project.

PREVAILING WAGE RATES IN THE LOCALITY OF THIS PROJECT FOR LABORERS, WORKMEN AND MECHANICS

CRAFT	BASIC HOURLY RATES
Agricultural Tractor	$12.69
Asphalt Distributor Operator	15.55
Asphalt Paving Machine Operator	14.36
Asphalt Raker	12.12
Boom Truck	18.36
Broom or Sweeper Operator	11.04
Concrete Finisher (Paving)	12.56
Concrete Finisher (Structures)	12.56
Concrete Paving Curbing Machine Operator	14.00
Concrete Paving Finishing Machine Operator	15.48
Crane Operator (Hydraulic 80 Tons or Less)	18.36
Crane Operator (Lattice Boom 80 Tons or Less)	15.87
Crane Operator (Lattice Boom over 80 Tons)	19.38
Crawler Tractor	15.67
Directional Drilling Locator	11.67
Directional Drilling Operator	17.24
Electrician	26.35
Excavator (50,000 lbs or Less)	12.88
Excavator (over 50,000 lbs)	17.71
Flagger	9.45
Form Builder/Setter (Structures)	12.87
Form Builder/Setter (Paving and Curb)	12.94
Foundation Drill Operator (Truck Mounted)	16.93
Front End Loader Operator (3cy or Less)	13.04
Front End Loader Operator (Over 3 cy)	13.21
Laborer - Common	10.50
Laborer - Utility	12.27
Loader/Backhoe	14.12
Mechanic	17.10
Milling Machine	14.18
Motor Grader Operator (Fine Grade)	18.51
Motor Grader Operator (Rough Grade)	14.63
Painter - Structures	18.34
Pavement Marking Machine Operator	19.17
Pipe Layer	12.79
Reinforcing Steel Worker	14.00

CRAFT	BASIC HOURLY RATES
Roller Operator, Asphalt	12.78
Roller Operator, Other	10.50
Scraper Operator	9.93
Servicer	14.51
Spreader Box Operator	14.04
Structural Steel Worker	19.29
Traffic Signal/Light Pole Worker	16.00
Trenching Machine Operator, Heavy	18.48
Truck Driver - Tandem Axle Tractor w/ Semi-Trailer	12.81
Truck Driver - Lowboy/Float	15.66
Truck Driver - Single Axle	11.79
Truck Driver – Single or Tandem Axle Dump Truck	11.68
Truck Driver – Off Road Hauler	11.88
Welder	15.97
Work Zone Barricade Servicer	11.85

SALES TAX EXEMPTION CERTIFICATE

01-339 (Back)
(7/01/09)

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of Bryan, Engineering Division	
Address (street & number, P.O. Box or Route number P. O. BOX 1000	Phone (Area code and number) (979) 209-5030
City, State, ZIP code BRYAN, TEXAS 77805	

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

CONTRACTOR:

_____

Street Address: _____City, State, ZIP Code: _____

Description of items to be purchased or on the attached order or invoice:

All labor, materials, supplies and equipment purchased for and consumed or corporated in the City of Bryan Construction.

Project: _____

Project Manager: _____

CIP No.: _____

Purchaser claims this exemption for the following reason:

This contract is to be performed for an exempt organization as defined by sections 11. 11, 151.309, or 151.310 of the Tax Code of Texas. (Tax I.D. #1-74-6000441)

I understand that I will be liable for payment of sales and use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the contractor for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and depending on the amount of tax evaded, the offense may range from a Class B misdemeanor to a felony of the second degree.

Purchaser's Signature	Title	Date
JOE B. HEGWOOD	CHIEF FINANCIAL OFFICER	January, 2012

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

CITY OF BRYAN
GENERAL PROVISIONS AND REQUIREMENTS

I N D E X

GENERAL PROVISIONS AND REQUIREMENTS

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ITEM 1 - DEFINITION OF TERMS

1.1 **DEFINITION OF TERMS**: Wherever the words, forms or phrases defined herein or pronouns used in their place occur in these specifications, in the contract, in the bonds, in the advertisements, or any other document or instrument herein contemplated, or to which these specifications apply or may apply, the intent and meaning shall be interpreted as follows:

1.2 **ABBREVIATIONS**: Whenever the abbreviations defined herein occur on the Plans, in the specifications, contract, bonds, advertisement, proposal, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

1.3 **ADVERTISEMENT**: All of the legal publications pertaining to the work contemplated or under contract.

1.4 **BIDDER**: Any person, persons, partnership, company, firm, association or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.

1.5 **CITY**: The City of Bryan, Texas, a Municipal Corporation, acting by and through (a) its governing body, or (b) its City Manager, each of whom is required by Charter to perform specific duties. Responsibility for final enforcement of contracts involving the City of Bryan is by Charter vested in the City Manager.

1.6 **CITY ATTORNEY**: The City Attorney of the City of Bryan, Texas or his duly authorized assistants or agents.

1.7 **CITY COUNCIL**: The Council of the City of Bryan, Texas.

1.8 **CITY ENGINEER**: The City Engineer of the City of Bryan, Texas or duly authorized assistants, employees, or agents, including any inspectors, project managers, or others designated by the City Engineer to assist on the Project.

1.9 **CITY MANAGER**: The Manager of the City of Bryan, Texas.

1.10 **CITY SECRETARY**: The City Secretary of the City of Bryan, Texas or his duly authorized assistants or agents.

1.11 **CONTRACT**: The written agreement covering the performance of the work. The contract includes the advertisement, proposal, specifications, including special provisions, Plans or working drawings and any supplemental changes or agreements pertaining to the work materials thereof, and bonds.

1.12 **CONTRACTOR**: The person, persons, partnership, company, firm, association or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.

1.13 **CONTRACT BOND**: The security furnished by the Contractor and Surety as a guarantee on the part of the Contractor to execute the work in accordance with the terms of the contract.

1.14 **FINAL COMPLETION**: The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.15 **INSPECTOR**: The authorized representative of the City Engineer assigned to supervise or inspect any or all parts of the work and the materials to be used therein.

1.16 **MAYOR**: The Mayor of the City of Bryan, Texas.

1.17 **PLANS**: All drawings pertaining to the contract and made a part thereof, including such supplementary drawings or addenda as the City Engineer may issue in order to clarify other drawings, or for the purpose of showing changes in the work hereinafter authorized, or for showing details not shown thereon.

1.18 **PROPOSAL**: The written statement duly filed with the Purchasing Manager by the person, persons, partnership, company, firm, association, or corporation proposing to do the work contemplated, including the approved form on which the formal bids for the work are to be prepared.

1.19 **PROPOSAL GUARANTEE**: The security designated in the advertisement and proposal, to be furnished by each bidder as a guarantee of good faith to enter into a contract with the City and execute the required bonds for the work contemplated after the work is awarded him.

1.20 **RIGHT-OF-WAY**: The land provided by the City upon which to construct the proposed work.

1.21 **SPECIAL PROVISIONS**: The special clauses setting forth the conditions or requirements peculiar to the specific project involved, supplementing the standard specifications, and taking precedence over any conditions or requirements of the standard specifications with which they are in conflict.

1.22 **SPECIFICATIONS**: The directions, provisions, and requirements contained herein or in a special specification, supplemented by such "Special Provisions" and "Supplemental Agreements" as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the contract. Where the phrases "Or directed by the City Engineer", “Ordered by the City Engineer”, or “To the satisfaction of the City Engineer” occur, it is to be understood that the directions, orders, or instructions to which they relate are within the limitations of the proposal and specifications. "Special Provisions" will cover work appertaining to a particular project and included in the proposal but not covered by the specifications and will govern and take precedence over specifications wherever in conflict therewith. "Supplemental Agreements" are written agreements entered into between the Contractor and the City are approved by the Surety, covering alterations and changes in Plans which are necessary to the proper completion of the work. Reference to standard specifications of Texas Department of Transportation (TxDOT), American Standard of Testing Materials (ASTM) and other organizations shall be interpreted to mean the latest published edition as of the date proposals are opened for this project.

1.23 **SUBSTANTIALLY COMPLETED**: The term "Substantially Completed" means that in the opinion of the City Engineer the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.24 **SUPERINTENDENT**: The authorized representative of the Contractor.

1.25 **SURETY**: The corporate body which is bound with the Contractor as a guarantee of good faith on the part of the Contractor to execute the work in strict accordance with the Plans, specifications and terms of the contract.

1.26 **THE WORK**: All work, including the furnishing of labor, materials, tools, equipment, and incidentals, to be performed by the Contractor under the terms of the contract.

1.27 **WORKING DAY**: A working day is defined as a calendar day, not including Saturdays, Sundays or legal holidays in which weather or other conditions not under the control of the Contractor will permit the performance of the principal unit of work underway for a continuous period of not less than seven (7) hours between 7 a.m. and 6 p.m. Work on days other than a “working day” may be requested up to 48 hours in advance and requires approval by the City Engineer. If allowed, a working day will be charged and the Contractor shall pay the City for the cost of inspections services equal to $75.00 per hour for a minimum of 4 hours.

1.28 **CALENDAR DAY**: A calendar day includes all 7 days of the week, excluding legal holidays, under which the performance of the principal unit of work shall be performed between the hours of 7 a.m and 6 p.m. A calendar day will be charged regardless of weather or other conditions not under the control of the Contractor, unless the City Engineer approves, in writing, a suspension of time.

1.29 **BUSINESS DAY**: A business day is defined as a calendar day, not including Saturdays, Sundays, or legal holidays, between the hours of 8 a.m. and 5 p.m, during which business operations generally occur.

ABBREVIATIONS

A.A.S.H.T.O.	American Association of State Highway and Transportation Officials	Conc.	Concrete
A.S.T.M.	American Society for Testing and Materials	Diam. Cond. Corr.	Diameter Conduit Corrugated
Asph.	Asphalt	Culv.	Culvert
Ave.	Avenue	Dr.	Driveway
Blvd.	Boulevard	Elev.	Elevation
C.I.	Cast Iron	F.	Fahrenheit
C.L.	Center Line	Ft. or '	Foot or Feet
C.O.	Clean Out	Gal.	Gallon
Lb.	Pound	In. or "	Inch or Inches
M.H.	Manhole	Lin.	Linear
Max.	Maximum	R.O.W.	Right-of-Way
Min.	Minimum	Sq.	Square
Mono.	Monolithic	Std.	Standard
No.	Number	St.	Street
%	Percent	Str.	Strength
P.S.I.	Pounds per Square Inch	Vol.	Volume
R	Radius	Yd.	Yard
Reinf.	Reinforced	Cu.	Cubic

Table A

ITEM 2 - INSTRUCTIONS TO BIDDERS

2.1 PROPOSAL FORM

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

- Project Data - Describes general location and work to be performed including any special concerns.
- Bid Proposal - An itemized list of work to be performed, materials to be furnished and the time the work is to be completed.

2.2 QUANTITIES IN PROPOSAL FORM

The quantities of the work and materials set forth in the proposal form or on the Plans approximately represent the work to be performed and materials to be furnished, and are for the purpose of comparing the bids on a uniform basis. Payment will be made by the City to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the Plans and specifications, and it is understood that the quantities may be increased or decreased as hereinafter provided, without in any way invalidating the bid prices. Any item of work not covered in the proposal will not be paid for directly, but shall be considered as subsidiary to a regular bid item.

2.3 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

Bidders are advised that the Plans, specifications, and other documents on file with the City Engineer shall constitute all the information, which the City will furnish. Bidders are required, prior to submitting any proposal, to read and thoroughly familiarize themselves with the specifications including but not limited to the General Provisions, Special Provisions, Project Data, Current B/CS Unified Technical Specifications and Details, Current Texas Department of Transportation (TxDOT) Standard Specifications, current TxDOT Material Specifications, proposal, contract, and bond forms carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, tests, and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion, and obtain all information required to make an intelligent proposal. No information given by the City or any official thereof, other than that shown on the Plans and contained in the specifications, proposals, and other documents, shall be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal is evidence that the bidder has made the examination, investigations, and tests required herein.

2.4 BIDDER QUALIFICATIONS

Bidders who have not had a contract with the City of Bryan with in the last five years must furnish sufficient written evidence that single bonafide contracts, in excess of two-thirds (2/3) of the face amount of this bid, have been successfully and satisfactorily completed on work of a similar nature. This evidence shall be furnished on a statement of bidder's qualifications included with the bid, and shall show job locations, type of projects, contract amounts and dates completed. The bidder must also complete a felony conviction notification form for any person convicted of a felony that will be working on the project. Failure to submit this evidence shall be just cause for disqualification of the bid. The successful Bidder, at the discretion of the City Engineer, may be required to furnish a complete financial statement prepared and certified to by a Certified Public Accountant.

2.5 PREPARATION OF PROPOSAL

The Bidder shall submit his proposal on the forms furnished by the City. All blank spaces in the form shall be correctly filled in and the Bidder shall state the prices numerically, written legibly in ink or typed, for which he proposes to do the work contemplated or furnish the materials required. The numerical unit prices shall govern over all other numbers submitted on the proposal. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association or partnership, the name and address of each member must be given and the proposal signed by a member of the firm, association, or partnership, or person duly authorized. If the proposal is submitted by a company or corporation, the company or corporate name and business address must be given, and the proposal signed by an official or duly authorized agent, Powers of Attorney, authorizing agents, or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

If the Bidder/Contractor is a corporation, the original seal of corporation must be affixed to the bid bond, payment bond, performance bond and contract. If these documents are presented without the corporate seal, bidder/contractor must present a certificate of good standing from the Texas Secretary of State and must also present a separate resolution of the corporation's directors for each document stating that the individual whose signature appears on the document was authorized by directors to sign it on behalf of the corporation.

All addendums shall be acknowledged on the bid proposal; failure to do so may result in an automatic disqualification of the bid.

2.6 IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

2.7 PROPOSAL GUARANTY

No proposal will be considered unless it is accompanied by an acceptable Cashier's Check or acceptable Bidder's Bond, payable unconditionally to the City of Bryan, Texas. The cashier's check or bidder's bond shall be in the amount of, not less than, that shown in the bid proposal instructions. All bids shall remain subject to acceptance for 90 business days after the day of the bid opening, unless the City and the bidder mutually agree to extend past the first 90 business days, but the City may, at the City's sole discretion, release any bid and return the bid security before that date. The proposal guaranty is required by the City as evidence of good faith and as a guarantee that if notice of intent to award the contract is issued by the City, the Bidder will execute the contract within five (5) business days and will furnish the required bonds and insurance certificates within seven (7) business days after the receipt of the fully executed contract.

2.8 FILING OF PROPOSAL

No proposal will be considered unless it is filed with the Purchasing office at 1309 E. M.L. King Street, Bryan, Texas within the time limit for receiving proposals as stated in the advertisement. Each proposal shall be in a sealed envelope, plainly marked with the word, "Bid Proposal", and the name or description of the project as designated in the Notice to Bidders. The proposal shall include the Proposal Form, Felony Conviction Notice, Certification and Bonds. Statement of Contractor and References may also be submitted as part of the proposal.

2.9 WITHDRAWING PROPOSALS

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

2.10 OPENING PROPOSALS

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

2.11 DISQUALIFICATION OF BIDDER

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

(a) Reason for believing collusion exists among the Bidders.

(b) Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated.

(c) The Bidder being interested in any litigation against the City.

(d) The Bidder being in arrears on any existing contract or having defaulted on a previous contract.

(e) Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, background investigation by the City, etc.

(f) Uncompleted work that in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

(g) Proposals in which prices are unbalanced (disproportionately allocated among the bid items).

(h) The City of Bryan is adopting the written criteria for this project that Contractors with two (2) trench failure accidents including one (1) death resulting from trench failure in the last five (5) years will be grounds to disqualify bids. This disqualification is not automatic as the City reserves the right to study the corrective action and present preventative measure implied by Contractors who exceed these criteria.

ITEM 3 - AWARD AND EXECUTION OF CONTRACT

3.1 CONSIDERATION OF BIDS

After proposals are opened, the proposals will be tabulated for comparison on the basis of the bid prices and quantities shown in the proposal. The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the City; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee **(if Bid Bond required)**; or 6) Unauthorized alteration of bid form. City reserved the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to the ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan, and the bidder's compliance with City ordinances. The City of Bryan may conduct reference checks as needed to evaluate bids. The Contractor will be required to submit a list of 6 references with each bid proposal. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the bidder.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all

standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

3.2 AWARD OF CONTRACT

The City shall award the bid to obtain the best value to the City. The City's determination of best value determination may be based on a number of factors including but not limited to the following:

(a) the purchase price, including payment discount terms;
(b) the reputation of the bidder and of the bidder's goods or services;
(c) the quality of the bidder's goods or services;
(d) the extent to which the goods or services meet the City's needs;
(e) the bidder's past relationship with the City;
(f) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
(g) the total long-term cost to the City to acquire the bidder's goods or services; and
(h) any relevant criteria specifically listed in this bid document.

The City reserves the right to withhold the award of the contract for a period of 90 business days from date of opening proposals. In no case will contract be awarded until at least two business days shall have elapsed from time of opening proposals. The City of Bryan reserves the right to award the bid in order to obtain the best value for the City.

3.3 RETURN OF PROPOSAL GUARANTY

As soon as proposal prices have been tabulated for comparison of bids, the City may, at its discretion, return the proposal guaranties accompanying the proposals which, in its judgment, would not be considered in the award; all other proposal guaranties will be retained by the City until the required contract and bonds have been executed, after which they will be returned. No proposal guaranties will be returned until at least two business days shall have elapsed from time of opening proposals.

3.4 PERFORMANCE AND PAYMENT BONDS

Within seven (7) business days after receiving the fully executed contract, the Contractor shall file with the City a good and sufficient performance bond in an amount equal to one hundred percent of the total amount of the contract, as evidenced by the proposal, guaranteeing the full and faithful execution of the work and performance of the contract.

When the contract amount is $25,000 or more, a performance and a payment bond in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon faithful performance of the contract in accordance with the plans, specifications and contract documents and payment to all persons supplying labor and materials, and for the protection of the City and all other persons against damage by reason of negligence of the Contractor, or improper execution of the work, or the use of inferior materials shall be executed by the successful bidder and shall accompany the signed contract. Bonds shall

remain in full force and effect for one year after written notice of acceptance of the completed work is received from the City.

No sureties will be accepted by the City who are now in default or delinquent on any bonds or who are interested in any litigation against the City. All bonds shall be made on forms furnished by the City, and shall be executed by an approved surety company authorized to do business in the State of Texas and acceptable to the City. Each bond shall be executed by the Contractor and the sureties.

Should any surety on the contract be determined unsatisfactory at any time by the City Council, notice will be given the Contractor to that effect and the Contractor shall immediately provide a new surety satisfactory to the City. No payment will be made under the contract until the new surety or sureties, as required, have been accepted by the City.

No Performance and Payment bonds shall be required on any City contract less than $25,000.00. In the event that these bonds are not furnished by the Contractor, only one estimate (final) will be paid and that shall be upon completion of the project.

3.5 EXECUTION OF CONTRACT

The person or persons, partnership, company, firm, association, or corporation to whom a notice of intent to award a contract is provided shall, within five (5) business days after such notice, sign the necessary agreements and return four originals to the City. No contract shall be binding on the City until it has been attested by the City Secretary, approved as to form by the City Attorney, executed for the City by the designated City representative, and delivered to the Contractor.

If the Bidder/Contractor is a corporation, bidder/contractor must present a certificate of good standing from the Texas Secretary of State dated no more than 30 days preceding the date of submission of the bidder’s proposal and must also present a separate resolution of the corporation's directors for each document stating that the individual whose signature appears on the document was authorized by directors to sign it on behalf of the corporation. All other business must provide proof of eligibility to conduct business in the State of Texas dated no more than 30 days preceding the date of submission of the bidder’s proposal and evidence satisfactory to the City of Bryan that the bid and the contract and related documents have been duly authorized as applicable to the type of business entity.

3.6 FAILURE TO EXECUTE CONTRACT

The City of Bryan reserves the right to retain any bid bond as liquidated damages in the event the bidder withdraws its bid after the proposals are opened and before official rejection of the bid by the City, or, if successful in securing the award of the contract, the successful bidder fails to enter into the contract and fails to furnish satisfactory performance and payment bonds.

3.7 BEGINNING OF WORK

The Contractor shall not begin work until notified in writing by the City Engineer to do so.

ITEM 4 - SCOPE OF WORK

4.1 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Plans and specifications is to prescribe a complete work or improvement, which the Contractor undertakes to do in full compliance with the Plans, specifications, special provisions, proposal and contract. Unless otherwise provided, the Contractor shall furnish all labor, tools, materials, machinery, equipment, and incidentals necessary for the proper prosecution and completion of the work.

4.2 SPECIAL PROVISIONS

Should any work or conditions which are not covered by these specifications be anticipated on any proposed work, "Special Provisions" for such work will be prepared by the City previous to the time of receiving the bids, and shall be considered as a part of the specifications and contract and complied by the Contractor.

4.3 INCREASED OR DECREASED QUANTITIES OF WORK

The City reserves the right to alter the quantities of work to be performed by either increasing or decreasing the quantities at any time when it is found necessary, and the Contractor shall perform the work as altered, increased or decreased, at the contract unit prices. Any allowance will not be made for anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

4.4 ALTERATION OF PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the Plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original Plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract and bond.

4.5 EXTRA WORK

When any work is necessary to the proper completion of the project for which no prices are provided for in the proposal and contract, the Contractor shall do such work, but only when and as ordered in writing by the City Engineer. Payment for extra work will be made by "Supplemental Agreement" as outlined in Item 9 - Measurement and Payment.

4.6 STORMWATER POLLUTION PREVENTION

The Contractor shall comply with the TCEQ Construction General Permit No. TXR 150000 and maintain appropriate SWPPP documentation on site.

The Contractor shall take precaution to prevent the deposition of mud from the construction site on adjoining property, roads, streets and alleys during construction.

These shall remain in a clean and usable condition. The contractor is responsible for providing erosion control measures during all phases of construction. Appropriate use of silt fence and storm sewer inlet protection is the contractor's responsibility and should be maintained throughout the projects duration. The contractor shall place plastic, wood, or another barrier between spoils and paved areas to prevent embedding into the pavement.

For waterline or sewer line construction, the Contractor shall keep adjacent streets and/or alleys in a clean and usable condition as the job progresses. All sedimentation control measures shall be maintained in an effective operating condition during construction. This will prevent removal of sediment and mud from the project by wind or water.

4.7 FINAL CLEANUP

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work all surplus and discarded materials, temporary structures, and debris of every kind. All equipment shall be removed from the job site after completion or acceptance of the construction work. If excavated material is placed on private property, it shall be the Contractor's responsibility to provide the City Engineer with a written statement signed by the property owner stating that the property owner requested the material and is satisfied with the condition in which the property was left. All excavated material containing any oil based products or asphaltic products must be disposed of at a licensed sanitary landfill. All brush that is not burned must be disposed of at a licensed compost facility. The Contractor will be allowed to burn debris in the right of way, provided that he obtains a permit to burn said debris from the City of Bryan Fire Marshall twenty-four (24) hours in advance of any burning. Permits will be issued on a day to day basis only and the Contractor shall be totally responsible for any damage incurred due to burning. No brush, oil- based soil, or asphaltic products will be allowed to be placed on private property. Material is not to be placed in floodplain without prior approval by the City's Floodplain Administrator. The Contractor shall be totally responsible for any damage incurred due to illegal dumping. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at a licensed sanitary landfill or as directed by the City Engineer. No payment will be made for this work, its cost being subsidiary to the various bid items.

ITEM 5 - CONTROL OF THE WORK

5.1 AUTHORITY OF THE CITY ENGINEER

All work shall be performed under the inspection of the City Engineer in a workmanlike manner and to the satisfaction of the City Engineer and in accordance with the contract, Plans and specifications. The City Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, rate of progress of the work, interpretation of the Plans and specifications, acceptable fulfillment of the Contract, compensations, mutual rights between Contractors under these specifications, and suspension of the work. The City Engineer shall determine the amount and quality of the work performed and materials furnished, and those decisions and estimates shall be final. The City Engineer's estimate of the amount of work done shall be a condition precedent to the right of the Contractor to receive money due him under the contract.

5.2 CONFORMITY WITH PLANS

All work shall conform to the lines, grades, cross-sections, details and dimensions shown on the Plans. Any deviation from the Plans that may be required by the contingencies of construction will be determined and authorized by the City Engineer. All shop or fabrication details shall be furnished by the Contractor and checked and approved by the City Engineer.

5.3 EXISTING STRUCTURES

The Plans show the locations of all known surface and subsurface structures, however, the location of many gas mains, water mains, conduits, sewers, etc. is unknown, and the City assumes no responsibility for failure to show any or all these structures on the Plans or to show them in their exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in the Plans and Proposal, in which case, at the decision of the City Engineer, the provisions in these specifications for extra work shall apply.

The Contractor shall exercise caution while working at a location where proposed construction crosses or comes into proximity with an underground telephone cables or wires, gas line, waterline, sewer line or any other utility line. EXTREME CAUTION shall be taken when working around petroleum pipeline or high pressure gas lines.

It shall be the Contractor's responsibility to contact the utility at least two (2) working days (excluding Saturday, Sunday and Holidays) prior to construction and obtain exact location of all underground utility lines and appurtenances where possibility of a conflict exists. The contractor shall coordinate with BTU for support with existing power poles, relocation of guy wires, and overhead lines. Unnecessary damage to utilities or appurtenances within and outside the limits of construction shall be repaired at the Contractor's expense.

It is the Contractor's responsibility to notify and coordinate any repair of utilities required for the proper construction of this project, including utilities owned by the City. If City of Bryan assistance is required for the repair, the contractor must give advanced notice so that a work order can be issued from the specific department. The attached Utility Notification Check-off List, included within this contract, shall be filled out and kept on-site during construction.

5.4 COORDINATION OF PLANS, SPECIFICATIONS, PROPOSAL AND SPECIAL PROVISIONS

The Plans, specifications, proposal, special provisions, and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; Plans shall govern over specifications; special provisions shall govern over both Technical Specifications and Plans; quantities shown on the Plans shall govern over those shown in the Proposal. The Contractor shall not take advantage of any apparent error or omission in the Plans and specifications, and the City Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the City Engineer.

5.5 COOPERATION OF CONTRACTOR

The Contractor shall give the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the City Engineer, his inspectors, and with other Contractors in every way possible. The Contractor shall provide all facilities to enable the City Engineer and his inspectors to inspect the workmanship and materials entering into the work.

5.6 CONSTRUCTION STAKES

The City Engineer will furnish the Contractor with all grades, lines and measurements necessary for proper prosecution and control of the work. It shall be the responsibility of the Contractor to provide and maintain all construction staking on this project necessary for the proper performance and control of the work. This work is to be performed under the direct supervision of a Registered Public Land Surveyor, licensed in the Sate of Texas. Certified cut sheets must be provided to the City Engineer before commencing work. All costs associated with surveying shall be subsidiary to the various bid items.

5.7 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors will be authorized to inspect all work done and all materials furnished. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector will have authority to reject materials or suspend work until the question at issue can be referred to and decided by the City Engineer. The Inspector will not, however, be authorized to revoke, alter, enlarge, or release any requirement of these specifications, not to approve or accept any portion of work, nor to issue instructions contrary to the Plans and specifications. He will

in no case act as foreman, nor perform other duties for the Contractor, nor interfere with the management of the work.

5.8 PROJECT SAFETY

Where trench depths or other excavations exceed a depth of 5 feet, the Contractor must use protective devices as specified on OSHA Standard 29 CFR Part 1926, Subpart P and appendices thereto. A trench shoring plan in accordance with Vernon's Health and Safety Code Section 756.021 shall be submitted by the Contractor prior to issuance of a work order for this project. All soil for this project shall be classified as type "C" soil.

The "City of Bryan Excavation Policy" is hereby made part of these specifications and shall be adhered to for this project. The "Record of Excavation" form that is to be filled out by the Contractor at the time of excavation is included in this contract. A full copy of this policy is available for review at the City of Bryan City Engineering Division, and/or can be mailed upon request. For additional information about this requirement, contact City of Bryan Risk Management Services at (979) 209-5056.

The Contractor will be required to furnish and erect adequate protective devices (barricades, warning signs, lights, etc.) to ensure safe conditions once construction has begun. Barricades shall be painted in a color that will be visible at night.

The Contractor shall submit a Traffic Control Plan to the City Engineer, which must be approved before the Contractor begins work. The City Engineer reserves the right to change the Traffic Control Plan at anytime.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it. Under any and all circumstances signs, barricades, lights, and other traffic control devices shall conform to the requirements of the Texas Manual on Uniform Traffic Control Devices with respect to design, application and maintenance.

5.9 INSPECTION

The Contractor shall furnish the City Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. Any work shall not be done nor materials used without suitable supervision or inspections.

5.10 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work, which has been rejected or condemned, shall be repaired or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grades having been given, work done beyond the lines or not in conformity with the grades shown on the Plans or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor's risk, and will be considered unauthorized, and at the option of the City Engineer may not be

measured and paid for, and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the City Engineer, the City Engineer will, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due to the Contractor.

5.11 FINAL INSPECTION

The City Engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the City Engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made.

5.12 PUNCH LIST INSPECTION

At the request of the Contractor, on or near the date construction has ended, the City shall conduct a punch list inspection to identify additional work to be done, improper or incomplete work to be corrected, or other deficiencies in the work, a list of which shall be provided to the Contractor. If all items on the list are not completed, corrected, or otherwise resolved within 20 calendar days of the date of publication of the list, the City may use the retainage held from the Contractor to complete the items on the list.

5.13 AS-BUILT DRAWINGS

The Contractor shall furnish to the City, one set of clean, red-lined as-built prints showing elevations, depth of bury for all utility lines, any deviations from contract drawings, etc. prior to final acceptance of the project. The cost of providing "As-Builts" will be subsidiary to the various bid items. Final retainage will not be released until all required documents have been delivered and all changes have been incorporated.

ITEM 6 - CONTROL OF MATERIALS

6.1 SOURCE OF SUPPLY OF MATERIALS

The materials shall be of the best procurable as required by the Plans, specifications and special provisions. The Contractor shall not start delivery of materials until the City Engineer has approved the source of supply. Only materials conforming to these specifications shall be used in the work. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any materials that have become unfit for use will not be permitted in the work.

6.2 SAMPLES AND TESTS OF MATERIALS

Where, in the opinion of the City Engineer or as called for in the specifications, tests of materials are necessary, such tests will be made at the expense of the City unless otherwise provided. The failure of the City to make any tests of materials shall in no way relieve the Contractor of his responsibility of furnishing materials conforming to the specifications. The Contractor shall furnish adequate samples without charge.

The Contractor shall submit to the City Engineer proof (manufacturer's certificates, test reports, mill reports, etc.) that all materials proposed for use in construction of this project meet the appropriate specifications. The City Engineer may require testing or retesting by an acceptable independent testing laboratory of any materials submitted for use in this project. If this testing indicates the materials to be unsatisfactory, the Contractor shall be required to pay for these tests, and supply materials that comply with said specification.

Standard control tests will be made during construction to determine that all materials and construction procedures meet the standards and specifications prescribed. The cost of tests performed on materials that do not comply with specifications shall be deducted from the monthly payments to the Contractor.

The City Engineer reserves the right to have the Contractor submit test reports by an independent testing lab showing construction materials conform to the City of Bryan Standard Specifications or referenced specifications.

6.3 STORAGE OF MATERIALS:

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the City Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection. If material is stored on private property, the Contractor will provide the City Engineer with written approval of the property owner. No materials shall be stored within the limits of the FEMA regulated 100 year floodplain.

6.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work unless permitted to remain by the City Engineer. Upon failure on the part of the Contractor to comply with any order of the City Engineer made under the provisions of this item, the City Engineer will have authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due to or become due the Contractor.

6.5 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

Where the Contractor desires to use City water in connection with any construction work, he shall make complete and satisfactory arrangements with the City for so doing. Where meters are used, the charge for water will be at the regular established rate; where no meters are used, the charge will be as prescribed by ordinance, or where no ordinance applies, payment shall be made on that estimated by the City.

6.6 PRODUCT SUBMITTALS

The Contractor shall provide product submittals as applicable and as outlined in the technical specifications for each project. These may include but are not limited to the following:

Work Plan indicating sequence and schedule
Material storage location
Subcontractors to be used with the percentage of work those subcontractors will complete
Test reports for all required tests identified in the specifications and plans
Hot Mix Asphaltic Concrete Mix Design
Portland Cement Concrete Mix Design
Cement sand
Steel rebar
Pipe material
Pipe fittings
Valves
Manholes
Fire hydrants

ITEM 7 - LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

7.1 LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal and State laws and City Ordinances and regulations, which in any manner affect the conduct of the work, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment.

No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his sureties shall indemnify and save harmless the City and all its officers, agents and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or order whether by himself or his employees, or sub-contractors.

7.2 PERMITS AND LICENSES

The Contractor shall obtain all permits and licenses, and give all notices necessary and incident to the due and lawful prosecution of the work. All City of Bryan fees for permits will be waived.

7.3 STATE AND CITY SALES TAXES

The Contractor's attention is directed to Texas House Bill 11 (72nd Legislature, 1st C.S.), which amended the Texas Tax Code Section 151.311. This amendment provides that by the Contractor entering into a separate contract, the Contractor will become a seller of materials purchased for the project, which will obviate paying taxes on materials incorporated into the project.

As a seller, the Contractor purchases materials and issues a resale certificate instead of paying the sales tax at the time of purchase. The City, as an exempt entity, will provide the Contractor with an exemption certificate at the time of the "sale" of the materials to the City, thereby precluding the City, and Contractor, from paying the sales tax on the materials.

Services are not tax exempt. The Contractor will be required to pay all appropriate taxes for all services as set forth herein.

For purpose of these Contract Documents, the following definitions are provided for materials and services:

Materials: Materials are those items that are tax exempt and are physically incorporated into the facility constructed for the City. Materials include, but are not limited to, purchased items such as the filters, pumps, valves, pipe, fittings, concrete, asphalt, road-base and sub-base, electrical equipment, building components, etc.

Services: Services are those items that are not tax exempt and are items used by the Contractor but that are not physically incorporated into the City's facility

and/or are items which are consumed by construction. Services include, but are not limited to items, such as supplies, tools, concrete form, scaffolding, temporary storage buildings, the purchase or rental or lease of equipment, skill and labor, etc.

For further information concerning taxes as they related to materials and services, the Contractor shall refer to House Bill 11 and/or contact the Texas Comptroller of Public Accounts, Austin, Texas.

7.4 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyrighted he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually agreed and understood that without exception, contract prices shall include all royalties or costs arising from patents, trademarks and copyrights in any way involved in the work. The Contractor and his sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, materials or process or any trademark or copyright in connection with the work agreed to be performed under this contract and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

7.5 SANITARY PROVISIONS

The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infectious or contagious diseases and to prevent effectively the creation of a nuisance about the work on any property either public or private, and such regulations as are required by the City Engineer shall be put into immediate force and effect by the Contractor. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as will be approved by the City Engineer, and their use shall be strictly enforced by the Contractor. All sanitary laws and regulations of the State of Texas and the City of Bryan shall be strictly complied with.

7.6 PUBLIC CONVENIENCE AND SAFETY

Materials stored about the work shall be so placed, and the work shall at all times be so conducted as to cause no greater obstruction to the public than is considered necessary by the City Engineer. The Contractor shall make provisions by bridges or other means at all cross streets, highways, sidewalks, and private driveways for the free passage of pedestrians and vehicles, provided that where bridging is impractical or unnecessary in the opinion of the City Engineer, the Contractor may make arrangements satisfactory to the City Engineer for the diversion of traffic and shall, at his own expense, provide all material and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic.

The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four hours notice in writing to the Contractor, save in cases of emergency, when it shall have

the right to remedy any neglect without notice; and in either case, the cost of such work done by the City shall be deducted from monies due or to become due the Contractor. The Contractor shall notify the City Engineer when any street is closed or obstructed and when directed by the City Engineer shall keep any street or streets in condition for unobstructed use by the fire apparatus. Where the Contractor is required to construct temporary bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures for such crossings.

The Contractor shall conform to all federal, state and local safety regulations and specifically follow those contained in the City of Bryan Safety policy and procedures manual.

7.7 PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS AND RIGHT-OF-WAYS

For the performance of the contract, the Contractor will be permitted to occupy such portion of streets or alleys, or other public places or other right-of-ways as provided for in the ordinances of the City, as shown on the Plans or as permitted by the City Engineer. A reasonable amount of tools, materials and equipment for construction purposes may be stored in such space, but not more than is necessary to avoid delays in the construction. Excavation and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, and not inconvenience occupants of adjoining property. Other Contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other Contractors of the City all reasonable facilities and assistance for the completion of adjoining work. Any additional grounds desired by the Contractor for his use shall be provided him at his own expense.

7.8 RAILWAY CROSSINGS

Where the work encroaches upon any right-of-way of any railway, the City will secure the necessary easement for the work. Where railway tracks are to be crossed, the Contractor shall observe all the regulations and instructions of the railway company as to methods of doing work, or precautions for safety of property and the public. All negotiations with the railway company, except for right- of-way, shall be made by the Contractor. The railway company shall be notified by the Contractor not less than five days previous to time of his intentions to begin work. The Contractor will not be paid direct compensation for such railway crossing, but shall receive only the compensations as set out in the proposal.

7.9 BARRICADES, LIGHTS AND WATCHMEN

Where the work is carried on in, or adjacent to any street, alley or public place, the Contractor shall at his own cost and expense furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being

driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient number to protect the work.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the City Engineer may order the damaged portion immediately removed and replaced by the Contractor at his own expense. The Contractor's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project shall have been accepted by the City.

Under any and all circumstances, signs, barricades, lights and other traffic control devices shall conform to the requirements of the Texas Manual on Uniform Traffic Control Devices with respect to design, application and maintenance. As required by the City Engineer, the Contractor will submit a traffic control plan. The City Engineer reserves the right to modify the plan at any time.

7.10 CONFINED SPACE ENTRY

The Contractor shall verify that safe working conditions are maintained for all confined space entries in accordance with OSHA 29CFR 1910.126 "Permit Required Confined Spaces", ANSI Z117.1 "Safety Requirements for Confined Spaces" and NIOSH 80-106 "Criteria for a Recommended Standard for Working in a Confined Space". All confined spaces must be evaluated as either permit required or low hazard permit spaces by a person knowledgeable in these regulations before entry.

A "Permit Required for Confined Space" is any space employees can bodily enter and perform assigned work, which by design has limited openings for entry and exit, has the potential for engulfment or hazardous gases or which is not intended for continuous employee occupancy.

A "Low Hazard Permit Space" is a permit space where there is an extremely low likelihood that dangerous gases or engulfment hazards could be present and where all other serious hazards have been controlled.

7.11 USE OF EXPLOSIVES

The use of explosives is prohibited on City Projects.

7.12 PROTECTION AND RESTORATION OF PROPERTY

Where the work passes over or through private property, the City will provide the necessary right-of-way. The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the property owner. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to, all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer, and gas lines, to all conduits, to all overhead pole lines, and appurtenances thereof; and to all other public or private property, along or adjacent to the work. The Contractor shall notify the proper representatives of any public utility, corporation, any company or individual, not less than forty-eight hours in advance of any work which might damage or interfere with the

operation of their or his property along or adjacent to the work. The Contractor shall be responsible for all damages or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner of executing the work, or due to his non-execution of the work, or any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted.

When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore or have restored at his own expense such property to a condition equal to or better than that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the owner or the City Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury; the City Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild, or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any monies due or to become due the Contractor under his contract.

7.13 RESPONSIBILITY FOR DAMAGE CLAIMS (INDEMNIFICATION)

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents (including the Engineer of Record), and employees from all suits, actions, or claims of any character, name and description including attorney's fees, expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work of through the use of unacceptable materials in constructing the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Contractor shall defend, indemnify and save harmless the City, its officers, agents (including the Engineer of Record), and employees in accordance with this indemnification clause regardless of whether the injury of damage is caused in part by the City, its officers, agents (including the Engineer of Record), or employees.

7.14 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the City Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the contract for the purpose of making such changes or repairs of their property that may be necessary by performance of the contract. The City reserves the right of entering upon

the limits of the contract for the purpose of repairing or relaying the sewer and water lines and appurtenances, repairing structures, etc., and making other repairs, changes, or extensions to any City property.

7.15 USE OF A SECTION OR PORTION OF THE WORK

Wherever in the opinion of the City Engineer any section or portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the City Engineer, and such usage shall not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or the contract pending final completion and acceptance of the work; all necessary repairs and removals or any section of the work so put into use, due to defective materials or workmanship or to operations of the Contractor shall be performed by the Contractor at his own expense.

7.16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until written acceptance by the City Engineer, as provided for in these specifications, the work shall be under the charge and care of the Contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by action of the elements or from any other cause whatsoever, whether arising from the execution or non-execution of the work.

7.17 NO WAIVER OF LEGAL RIGHTS

Inspection of any order, measurement, quantity, or certificate by the City Engineer, any order by the City for payment of money, any payment for or acceptance of any work, or any extension or time, or any possession taken by the City, shall not operate as a waiver of any provisions of the Contractor or any power therein reserved to the City of any rights or damages therein provided. Any waiver of any breach of Contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the work resulting from such error, dishonesty or collusion, upon the conclusive proof of collusion or dishonesty by the Contractor or his agents, discovered in the work after the final payment has been made.

7.18 CONTRACTOR'S INSURANCE

The contractor agrees to maintain the coverages, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.

- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & $500,000/$500,000/$500,000 The Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Contractor waives all rights against the City of Bryan for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability or umbrella liability insurance obtained by Contractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the Contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City of Bryan shall be listed as an additional insured.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor waives all rights against the City of Bryan for recovery of damages to the extent these damages are covered by the business auto policy or umbrella liability insurance obtained by Contractor or under any auto physical damage coverage. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional

insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

WAIVER OF SUBROGATION: Waiver of subrogation in favor of the City of Bryan for each required policy. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION: Any deductibles or self-insured retentions must be declared. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST: The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE: The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CONTRACTOR'S INSURANCE FOR OTHER LOSSES: Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, scaffolding, fences, forms, braces, jigs, screens, bracket, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees. Contractor shall require any applicable insurance for this physical damage to provide a waiver of a right of subrogation against the City.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Certificates showing proof of such insurance shall be submitted to the City prior to commencement of services under this Agreement. Further, it shall be the obligation of the Contractor to advise the City by written notice within two

days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be given to the City at the following address:

City of Bryan
Attn: Risk Management Department
300 S. Texas Ave.
Bryan, TX 77803

Upon request, the Contractor shall furnish the City of Bryan with certified copies of all insurance policies within 10 days of the City's written request.

INDEMNIFICATION:

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents (including the Engineer of Record), and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the City. Contractor shall defend, indemnify and save harmless the City, its officers, agents (including the Engineer of Record), and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by the City, its officers, agents or employees.

7.19 ANTITRUST

Contractor hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).

ITEM 8 - PROSECUTION AND PROGRESS

8.1 SUBLETTING THE WORK

If the Contractor sub-lets any part of the work to be done under this contract, he will not under any circumstances be relieved of his responsibility and obligations. All transactions of the City Engineer will be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen, and shall be subject to the same requirements as to character and competency. The City will not recognize any subcontractor on the work as having any binding authority relative to the contractual obligations of the Contractor. The Contractor shall at all times, when the work is in progress, be represented by a qualified designated representative. Contractor shall remove and replace subcontractors or workers if Contractor or City deem it necessary to prevent harm to workers, the work or City's property. The contractor shall provide the City with qualification statements from all subcontractors.

8.2 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his rights, title or interest in or to the same, or any part thereof, without the previous consent of the City expressed by resolution of the City Council and concurred in by the sureties. If the Contractor does, without such previous consent, assign, transfer, convey or otherwise dispose of the contract or of his right, title or interest therein, or any part thereof to any person or persons, partnership, company, firm or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws, of any state, attempt to dispose of the contract or make default in or abandon said contract, then the contract may at the option of the City be revoked and annulled, unless the sureties shall successfully complete said contract, and any monies due or to become due under said contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

8.3 PROSECUTION OF THE WORK

The Contractor shall begin the work to be performed under the contract within fifteen (15) calendar days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall notify the City Engineer at least twenty-four (24) hours before beginning work at any point. He shall not open up work to the detriment of work already begun. The beginning, sequence, and prosecuting of the work shall be governed by the orders of the City Engineer, and the Contractor shall conduct his operations so as to impose a minimum interference to the public. The Contractor shall be required to attend construction progress meetings as scheduled by the City Engineer throughout the construction of this project. The City Engineer may require these meetings as often as necessary to facilitate communication and coordination between the owner and Contractor. Before the beginning of construction and at each progress meeting, the Contractor shall submit to the City Engineer a detailed construction and sequence schedule for review. The work plan shall be continually updated and detailed enough so that the City Engineer can determine potential effects on traffic, construction signing, and the overall project schedule.

8.4 LIMITATION OF OPERATIONS

The work shall be so conducted as to create a minimum amount of inconveniences to the public. At any time when in the judgment of the City Engineer the Contractor has obstructed or closes or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the City Engineer may require the Contractor to finish the sections of work which is in progress before operations are started on any additional section.

8.5 CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent, and the City Engineer may demand the dismissal of any person or persons employed by the contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the City Engineer, and such person or persons shall not be employed thereon again without the written consent of the City Engineer.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner, and at a satisfactory rate of progress.

8.6 COMPUTATION OF CONTRACT TIME FOR COMPLETION

The Contractor shall complete the work within the number of working days or calendar days stated in the contract. For the purpose of computation, working days will begin on the date indicated in the written authorization by the City Engineer to proceed.

The City Engineer will furnish the Contractor a monthly statement on forms furnished by the City, showing number of working days charged during the month, total number of working days allowed in contract, and the working days remaining under the contract. The Contractor will be allowed ten (10) days in which to protest the correctness of the statement, otherwise the statement will stand. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts or quantities than those set forth in the contract, then additional working days or suspension of time charge will be allowed the Contractor equal to the time which, in the opinion of the City Engineer, the work as a whole is delayed.

8.7 SUBSTANTIAL COMPLETION

The Contractor shall notify the City Engineer when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given the City Engineer written notice that the work has been Substantially Completed, the City Engineer shall inspect the work for the preparation of a final punch list.

(a) If the City Engineer and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City Engineer shall not be required to provide a list of unfinished work.

(b) If the City Engineer and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

8.8 FINAL COMPLETION

The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion and shall notify the City Engineer. If the City Engineer and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City Engineer as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

8.9 FAILURE TO COMPLETE ON TIME

The time of completion is the essence of the contract. For each working or calendar day that any work shall remain uncompleted (including any remaining items of work 30 days beyond Substantial Completion) after the time specified in the Proposal and the Contract, or the increased time granted by the City, or as increased by work or materials ordered as provided in Section 8.6, the sum per day given in the following schedule, unless otherwise specified in the Special Provisions, will be deducted from the monies due the Contractor, not as a penalty but as administrative costs.

AMOUNT OF CONTRACT $ TO $	AMOUNT OF ADMINISTRATIVE COSTS PER DAY $
0 to 10,000	200
10,000 to 25,000	300
25,000 to 50,000	400
50,000 to 100,000	500
100,000 to 500,000	600
500,000 to 1,000,000	700
1,000,000 to 2,000,000	800
2,000,000 to _____	1000

The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of administrative damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City Engineer, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum as shown on the table above for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as administrative costs incurred by the City as a result of the Contractor's delay. It is specifically understood that the assessment of administrative costs may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable administrative costs, since it would be impracticable and extremely difficult to fix the actual losses incurred by the City as a result of the Contractor's delay.

8.10 SUSPENSION BY COURT ORDER

The Contractor shall suspend such part or parts of the work ordered by the Court, and will not be entitled to additional compensation by virtue of such court order. Neither will he be liable to the City in the event the work is suspended by such Court Order.

8.11 TEMPORARY SUSPENSION

The City Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary due to unsuitable weather conditions or any other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, he shall provide suitable drainage about the work and erect temporary structures where necessary. The Contractor shall not suspend work without written authority from the City Engineer, and shall proceed with the work promptly when notified by the City Engineer to resume operations. The "Time Charge" will be suspended during any such period of suspension.

8.12 SUSPENSION OF WORK AND ANNULMENT OF CONTRACT

The work or any portion of the work under contract shall be suspended immediately on written order of the City Engineer, a copy of such notice to be served on the Contractor's sureties, or the contract may be annulled by the City for any good cause or causes, among others of which special reference is made to the following:

(a) Failure of the Contractor to begin the work within the time specified.

(b) Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified time.

(c) Failure of the Contractor to provide sufficient and proper equipment for properly executing the work.

(d) Substantial evidence that the Contractor has abandoned the work.

(e) Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work.

(f) Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the City Engineer as provided for in these specifications.

(g) Failure of the Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the City Engineer.

(h) Substantial evidence of collusion for the purpose of illegally obtaining a contract or perpetrating fraud on the City in the construction of work under contract.

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City shall designate, whereupon the sureties may at their option assume the contract or that portion thereof which the City has ordered the Contractor to discontinue, and may perform the same or may, with the written consent of the City, sub-let the work or that portion of the work so taken over, provided, however, that the sureties shall exercise their option within 15 days after the written notice to discontinue the work has been served upon the Contractor and upon the sureties or their agents. The sureties in such event shall assume the Contractor's place in all respects, and shall be paid by the City for all work performed by them in accordance with the terms of the contract. All monies remaining due the Contractor at the time of his default shall thereupon become due and payable to the sureties as the work progresses, subject to all terms of the contract. In case the sureties do not, within the herein above specified time, exercise their right and option to assume the contract or that portion thereof which the City has ordered the Contractor to discontinue, then the City shall have the power to complete by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary, and the Contractor hereto agrees that the City shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of this work and to procure other tools, equipment and materials for the completion of the same, and to charge to the account of the Contractor the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due the Contractor under and by virtue of the contract or any part thereof. The City shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the Contractor, then in such case the City may pay to the Contractor the difference in the cost, provided that the Contractor shall not be entitled to any claim for damages or for loss of anticipated profits. In case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, then the Contractor and his sureties shall pay the amount of such excess to the City on notice from the City of the excess due. When any particular part of the work is being carried on by the City by contract or otherwise under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the contract, and in such manner as in no wise to hinder or interfere with the performance of workmen employed as above provided by the City.

8.13 TERMINATION OF CONTRACT

The contract will be considered fulfilled, save as provided in any maintenance stipulations, bond, or by law, when all work has been completed, the final inspection made by the City Engineer, and final acceptance and final payment made by the City.

ITEM 9 - MEASUREMENT AND PAYMENT

9.1 MEASUREMENT OF QUANTITIES

The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the City Engineer in writing, will be made by the City Engineer, based on measurements made by the City Engineer. These measurements will be taken according to the U.S. Standard measurements used in common practice and will be the actual length, area, solid contents, numbers and weights.

9.2 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all labor, tools, materials, equipment and incidentals; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work, or from the action of the elements; for any unforeseen defects or obstruction which may arise or be encountered during the prosecution of the work, and before its final acceptance by the City Engineer; for all risks of whatever description connected with the prosecution of the work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks, or copyrights, and for completing the work in an acceptable manner according to the Plans and specifications. The payment of any current or partial estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace, at his own expense, any defects or imperfections in the construction, or in the strength or quality of the materials used in or about construction of the work under contract and its appurtenances nor any damage due or attributed to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the work. The City Engineer shall be the sole judge of such defects, imperfections, or damage, and the Contractor shall be liable to the City for failure to correct the same, as provided herein.

Any item of work not covered in the proposal will not be paid for directly, but shall be considered as subsidiary to a regular bid item.

9.3 PAYMENT FOR EXTRA WORK

The extra work done by the Contractor and authorized and approved by the City Engineer will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents and timekeepers services, all insurance, bond and all other overhead expense incurred in the prosecution of the extra work. Payment for extra work will be made by one of the following methods:

(a) Method "A" - By unit prices agreed on in writing by the City Engineer and approved by the City before the said work is commenced, subject to all other conditions of said contract.

(b) Method "B" - By lump sum price agreed on in writing by the City Engineer and the Contractor and approved by the City before said extra work is commenced, subject to all other conditions of the contract.

For emergency field changes, the Contractor shall not proceed with any work that would require a Change Order to the contract without verbal approval, followed up by written approval of the City Engineer. The Contractor shall execute a project Change Order within one (1) working day of the Notice to Proceed with Emergency Work.

Under normal working conditions (non-emergency), the Contractor will not proceed with the required work identified in a Change Order until an approved Change Order is provided to the Contractor.

9.4 PARTIAL ESTIMATES

By the 5th day of each month, the Contractor will make an approximate estimate of the value of the work done during the month under these specifications and submit the estimate to the City Engineer for review. The City Engineer will review the payment request and an approved payment will be made by the 25th day of the same month. The partial estimate may include acceptable non-perishable materials delivered to the worksite for which an invoice on vendor letter head is provided. The percent retained by the City will be ten percent (10%) on all partial estimates of the total amount of work completed. Five percent (5%) will be retained by the City on all partial estimates if the contract amount is four hundred thousand dollars ($400,000) or more. The Contractor shall furnish the City of Bryan such detailed information as requested to aid in evaluating partial estimates. It is understood that the partial monthly estimates and payments will be subject to review and correction by the City of Bryan of the estimate rendered following discovery of an error in the current and any previous estimate, and no such estimate shall in any respect be taken as an admission of the City of the amount of work done or of its quality of sufficiency nor as an acceptance of the work or the release of the Contractor of any of his responsibility under the contract. No partial or monthly estimates will be made on contracts with a value of less than twenty five thousand dollars ($25,000).

9.5 FINAL ACCEPTANCE

Whenever the improvement provided for by the contract shall have been completely performed on the part of the Contractor, the Contractor shall notify the City Engineer that the improvements are ready for final inspection. The City Engineer will then make such final inspection, and if the work is satisfactory and in accordance with the Specifications and Contract, he will give the Contractor a written Letter of Acceptance.

9.6 FINAL PAYMENT

Whenever the improvements provided for by the contract shall have been completely performed on the part of the Contractor as evidenced by the City Engineer in the Letter of Acceptance, a final estimate showing the value of the work will be prepared by the City Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate less any sums previously paid under the provisions of the contract, will be paid the Contractor

within thirty (30) days after final acceptance provided the Contractor has furnished the City satisfactory evidence that all sum of money due for any labor, materials, apparatus, fixtures, or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment. The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall release the City from all claims and liabilities under the contract or for any act or neglect of said City relating to or connected with the contract.

Prior to Final Payment, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and supplies incurred have been paid in full, that any claims from manufacturers, suppliers, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified. Failure to do so will result in liquidated damages at a rate as specified in the Contract.

9.7 GUARANTEE OF WORK

The Contractor shall guarantee the work which he does against defective materials and workmanship for a period of one (1) year from the date of a letter of final acceptance by the City of Bryan, Texas. Should defective materials or workmanship occur, the Contractor shall have seven (7) working days, after written notice of same is given to him by the City of Bryan, Texas, to make any and all repairs at his own expense. If the Contractor fails to correct the defect within the seven (7) working days, then the City may make the necessary repairs and charge the Contractor with the actual cost of all labor, materials and equipment time required.

The Contractor shall have his Performance Bond to continue for one (1) year after final acceptance of the work to cover the guarantee as set forth above.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

SAMPLE

CONTACT NAME:

PHONE (A/C, No, Ext): FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	■ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ■ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	☐ POLICY ■ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	■ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						■ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N ☐	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Bryan shall be named as additional insured on all Commercial General Liability policies. Workers Compensation and Employer's Liability policies to include a Waiver of Subrogation in favor of the City of Bryan. (All endorsements must be provided when available.)

CERTIFICATE HOLDER

City of Bryan
Attn: Risk Management Department
300 S. Texas Ave
Bryan, Tx 77803

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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C O N T R A C T

THE STATE OF TEXAS }
COUNTY OF BRAZOS }

THIS MEMORANDUM OF AGREEMENT this day made and entered into by and between the City of Bryan, a Municipal Corporation, and

_____

"Contractor",

W I T N E S S E T H

1.

That for the consideration hereinafter agreed to be paid by the City of Bryan, the said Contractor undertakes, covenants, and agrees to perform the work herein contracted to be done, in every detail conforming to the advertisement, proposal, specifications including special provisions, general provisions, plans or working drawings, and special agreements, on a certain public work described as:

2014 STREET MAINTENANCE – CRACK SEAL

CITY JOB NO. 332-D3-1402

for the not to exceed sum of _____. ($ _____)

2.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a work order of the City Engineer, and to complete fully all work hereunder within **30** working days thereafter. The Contractor further agrees to pay as administrative costs the sum of _____ for each consecutive calendar day used over and above the above mentioned work time.

3.

The City agrees that by the 5th day of each month the Contractor will make an approximate estimate of the value of the work done during the month under the Contract. Whenever the said estimates of work done since the last previous estimate exceeds $500.00 in amount, 90% of such estimated sum will be paid to the Contractor on or before the 25th day of the same month. When the contract amount is $400,000.00 or more, 95% of such estimated sum will be paid. The partial estimate may include acceptable, non-perishable materials delivered to the work. Such payment will be allowed on a basis of 100% of net invoice value. The Contractor shall furnish the City of Bryan such detailed information as may be requested to aid as a guide in evaluating partial estimates.

4.

It is further mutually agreed that should it appear to the City, or to the Engineer in charge that at any time during the existence of this Contract, the sureties on the said Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the said Contract, the City may demand the said Contractor to furnish additional security in some approved surety company satisfactory to the City: the act of the City or the Engineer, with reference to demanding new or additional security, shall never be construed to relieve the original sureties of their obligation under the said Contract, or in any way to relieve the Contractor. The City may stop the said work under the Contract until additional security has been furnished by the said Contractor, and the City shall in no case be liable to the said Contractor on account thereof. The City may exercise its rights as provided in the attached specifications to take charge of the said work in the event of the refusal or failure of the Contractor to comply with the demands of the City with reference to furnishing additional security.

5.

That in consideration of the Contractor fully and faithfully complying with all the terms, provisions, and stipulations of this contract, the City of Bryan undertakes, covenants, and agrees to pay to the said Contractor for the furnishing of all material and labor, and the performance of the work herein contracted for the following sums or prices as shown by the attached proposal of bid of the Contractor, which said prices shall be the full compensation to be received by the said Contractor under the terms of this contract: Performable and enforceable in Brazos County, Texas.

IN TESTIMONY WHEREOF, the City of Bryan has caused this instrument to be signed in its corporate name, and on its behalf, by its Mayor thereof, attested by its City Secretary, with its corporate seal affixed, and the said _____ _____thereby binding themselves, their heirs, successors, assigns, and representatives for the faithful and full performance of the terms and provisions of this contract, individually, jointly and severally.

EXECUTED in duplicate original this_____day of _____, 20____ , at Bryan, Texas, where this contract is performable and enforceable.

Party of the First Part
CITY OF BRYAN, TEXAS

Approved as to Form:

_____
Janis Hampton – City Attorney

Approved:

BY: _____
Jason P. Bienski - Mayor

Prepared and Recommended:

_____
W. Paul Kaspar, P.E. – City Engineer

Attest:

_____
Mary Lynne Stratta - City Secretary

Approved for Processing:

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

Party of the Second Part
(CONTRACTOR)

BY: _____
President

Attest:

_____
Witness

Approved for Council:

_____
Kean Register – City Manager

Bond No. _____

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS That _____ of the City of _____, County of _____, and State of _____, as principal, and _____authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Bryan of Brazos County, Texas (Owner), in the penal sum of _____ _____($ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day _____ of _____ , 20___, to furnish all labor, materials and equipment necessary for completing _____

_____

_____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Brazos County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ , 20 _____ .

_____	_____
Principal	Surety
By _____	Title _____
Title _____	Title _____
Address _____	Address _____
_____	_____

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

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

Bond No. _____

PAYMENT BOND

STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS That _____ of the City of _____ , County of _____ , and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Bryan of Brazos County, Texas (Owner), in the penal sum of _____ _____($ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to furnish all labor, materials and equipment necessary for completing _____

_____

_____

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Brazos County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ , 20_____.

_____	_____
Principal	Surety
By _____	Title _____
Title _____	Title _____
Address _____	Address _____
_____	_____

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

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §

COUNTY OF BRAZOS §

Personally, before me the undersigned authority, on this day appeared _____ , who being duly sworn, on oath, says that he is the legal representative of _____ _____and that Contract No._____ _____ for the construction of the project designated as _____ has been completed in accordance with the Plans and Specifications and Contract Documents, and that all bills for materials, apparatus, fixtures, machinery, and labor used in connection with the construction of this project have, to the best of his knowledge and belief, been fully paid.

BY: _____
Representative for the Contractor

SWORN TO AND SUBSCRIBED BEFORE ME this the _____ day of _____ , 20 .

_____

Notary Public in and for
Brazos County, Texas

(S E A L)