



**City of Bryan
Purchasing Department
Bid Tabulation for #09-149
Annual Contract for Concrete Curb, Gutter and Flatwork
Opening: 07/30/09 at 2:00 PM**

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.

| | Brazos Valley Services | Brazos Site Works |
|--------------------------------------|------------------------|-------------------|
| Attended Pre-Bid (Y/N) | N | N |
| # of Copies (1 required) | Y | Y |
| Prompt Payment Discount: | N | N |
| Felony Conviction Notice (Y/N) | Y | Y |
| References (Y/N) | Y | Y |
| Certification from bid package (Y/N) | Y | Y |
| Bid Bond (Y/N) | Y | Y |

| # | QTY | UNIT | DESCRIPTION | Unit | Total | Unit | Total |
|---------------------------------|------|----------|---|---------------------|--------------|---------------------|--------------|
| 1 | 1500 | Lin. Ft. | Remove & Replace Concrete Curb & Gutter, in accordance with TSDHPT 1993 Standard Specs, Item #360, & according to attached specifications 135,150,305,310,& 360 and details on sheet ST1. | \$40.00 | \$60,000.00 | \$31.50 | \$47,250.00 |
| 2 | 2300 | Lin. Ft. | Furnish and Install Monolithic Concrete Curb, in accordance with attached specifications 135,150,305,310,& 360 and details on sheet ST1. | \$10.00 | \$23,000.00 | \$12.00 | \$27,600.00 |
| 3 | 500 | Cu. Yd. | Remove & Replace Concrete Flatwork (For qty's from 0-20 cu yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135,305,310, 350, 360, 370 and details on sheet ST1, ST2, and ST3. | \$600.00 | \$300,000.00 | \$424.00 | \$212,000.00 |
| 4 | 250 | Cu. Yd. | Replace Concrete Flatwork where Flatwork has already been removed (For qty's from 0-20 cu yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135,305,310, 350, 360, 370 and details on sheet ST1, ST2, and ST3. | \$450.00 | \$112,500.00 | \$345.00 | \$86,250.00 |
| 5 | 500 | Cu. Yd. | Remove & Replace Concrete Flatwork (For qty's greater than 20 cu yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135,305,310, 350, 360, 370 and details on sheet ST1, ST2, and ST3. | \$400.00 | \$200,000.00 | \$365.00 | \$182,500.00 |
| 6 | 100 | Cu. Yd. | Replace Concrete Flatwork where Flatwork has already been removed (For qty's greater than 20 cu yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135,305,310, 350, 360, 370 and details on sheet ST1, ST2, and ST3. | \$300.00 | \$30,000.00 | \$298.00 | \$29,800.00 |
| 7 | 100 | tons | Removal and replacement of unsuitable material, as determined by the City, and replace with cement stabilized sand, according to the attached specification 135. | \$40.00 | \$4,000.00 | \$35.00 | \$3,500.00 |
| SPECIFIED RESPONSE TIME: | | | | 5 DAYS | | 5 DAYS | |
| GRAND TOTAL | | | | \$729,500.00 | | \$588,900.00 | |

Notes



CITY OF BRYAN
The Good Life, Texas Style™

**City of Bryan
Purchasing Department
Bid Tabulation for #09-149
Annual Contract for Concrete Curb, Gutter and Flatwork
Opening: 07/30/09 at 2:00 PM**

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.

Fuqua Construction Co., Inc.

| | |
|--------------------------------------|---|
| Attended Pre-Bid (Y/N) | N |
| # of Copies (1 required) | Y |
| Prompt Payment Discount: | N |
| Felony Conviction Notice (Y/N) | Y |
| References (Y/N) | Y |
| Certification from bid package (Y/N) | Y |
| Bid Bond (Y/N) | Y |

| # | QTY | UNIT | DESCRIPTION | | |
|---------------------------------|------|----------|---|---------------------|--------------|
| 1 | 1500 | Lin. Ft. | Remove & Replace Concrete Curb & Gutter, in accordance with TSDHPT 1993 Standard Specs, Item #360, & according to attached specifications 135,150,305,310,& 360 and details on sheet ST1. | \$29.78 | \$44,670.00 |
| 2 | 2300 | Lin. Ft. | Furnish and Install Monolithic Concrete Curb, in accordance with attached specifications 135,150,305,310,& 360 and details on sheet ST1. | \$23.65 | \$54,395.00 |
| 3 | 500 | Cu. Yd. | Remove & Replace Concrete Flatwork (For qty's from 0-20 cu yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135,305,310, 350, 360, 370 and details on sheet ST1, ST2, and ST3. | \$425.21 | \$212,605.00 |
| 4 | 250 | Cu. Yd. | Replace Concrete Flatwork where Flatwork has already been removed (For qty's from 0-20 cu yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135,305,310, 350, 360, 370 and details on sheet ST1, ST2, and ST3. | \$373.76 | \$93,440.00 |
| 5 | 500 | Cu. Yd. | Remove & Replace Concrete Flatwork (For qty's greater than 20 cu yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135,305,310, 350, 360, 370 and details on sheet ST1, ST2, and ST3. | \$443.80 | \$221,900.00 |
| 6 | 100 | Cu. Yd. | Replace Concrete Flatwork where Flatwork has already been removed (For qty's greater than 20 cu yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135,305,310, 350, 360, 370 and details on sheet ST1, ST2, and ST3. | \$392.07 | \$39,207.00 |
| 7 | 100 | tons | Removal and replacement of unsuitable material, as determined by the City, and replace with cement stabilized sand, according to the attached specification 135. | \$81.74 | \$8,174.00 |
| SPECIFIED RESPONSE TIME: | | | | 5 DAYS | |
| GRAND TOTAL | | | | \$674,391.00 | |

Notes

**TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)**

Bond Number: CNB-14680-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Brazos Sitework, LP, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the City of Bryan (hereinafter called the Obligee), in the amount of Six Hundred Thirteen Thousand Eight Hundred Ninety Eight Dollars and Eighty One Cents (\$ 613,898.81) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the 28th day of September, 2012, for the construction of

3rd Extension of Contract No. 09-149; beginning September 28, 2012 and expiring September 27, 2013 on the Annual Contract for Concrete Curb, Gutter and Flatwork

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-2683

Or Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

- 1) Proceed to arrange for completion of the work by either:
 - A) Taking over the work; or
 - B) Financing the Principal; or
 - C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
 - D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

- 1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;
- 2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and
- 3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of September, 2012.

APPROVED AS TO FORM:

By: _____ Obligee (Seal)

PRINCIPAL: Brazos Sitework, LP
(Seal)

By: [Signature]
(title) owner

INSURORS INDEMNITY COMPANY
(Seal)

By: [Signature]
Julie Weisser, Attorney-in-Fact

**TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)**

Bond Number CNB-14680-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Brazos Sitework, LP (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto City of Bryan (hereinafter called the Obligee), in the amount of Six Hundred Thirteen Thousand Eight Hundred Ninety Eight Dollars and Eighty C (\$ 613,898.81) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 28th day of September, 2012, for the construction of _____

3rd Extension of Contract No. 09-149, beginning September 28, 2012 and expiring September 27, 2013 on the Annual Contract for Concrete Curb, Gutter and Flatwork

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

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

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 et seq. of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or
Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 4th day of September, 2012.

PRINCIPAL: Brazos Sitework, LP

By: [Signature] (Seal)
(title) owner

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY (Seal)

By: [Signature]
Julie Weisser, Attorney-In-Fact

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-14680-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Julie Weisser of the City of Bryan, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Thomas G. Chase, Jr.
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.



Sherrri Whitehouse
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 4th
day of September, 2012.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY,
PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT
CONFIRMATION@INSURORS.COM.

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

CITY OF BRYAN, TEXAS
CHANGE ORDER



Change Order Number: *1*

Date: *September 01, 2010*

Contract Name: *Annual Contract for Concrete Curb, Gutter and Flatwork*

Contract Number: *City of Bryan RFB #09-149*

Contractor: *Brazos Site Works, LP*

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT.

It is the intent of this change order to increase the contract amount by **4.245% (\$24,998.81)** for the *Annual Contract for Concrete Curb, Gutter and Flatwork*. This change does not permit any increase to the original contract unit pricing; all unit pricing, terms and conditions from the original Contract #RFB 09-149 shall remain firm through the end of the contract period.

The Original Contract Sum was: **\$588,900.00**
Net Change by previously authorized Change Orders: **\$00.00**
The Contract Sum prior to this Change Order was: **\$588,900.00**
The Contract Sum will be increased by this Change Order: **\$24,998.81**
The new Contract Sum including this Change Order will be: **\$613,898.81**
The Contract Time will be changed by: **(0)** Days



CITY OF BRYAN
The Good Life, Texas Style.

July 10, 2013

Brazos Site Works
9349 Dilly Shaw Tap Road
Bryan, Texas 77808

RE: 4th Extension of Contract No. 09-149 entitled "Annual Contract for Concrete Curb, Gutter and Flatwork"

Dear Mr. Klintworth;

Please be advised that the above referenced contract will expire on September 27, 2013, and it is our intent to recommend to the City Council to extend said contract for one (1) additional period of one (1) year, beginning the day following the expiration date of said contract.

If your company is willing and able to extend Contract No. 09-149 under the same prices, terms, conditions and provisions as those contained in the original contract, please complete the following information and return this original within ten (10) days from the date of this notification.

I, GORDON KLINTWORTH MANAGER
Name Title

Of BRAZOS SITE WORK LP
Company Name

agree to extend Contract No. 09-149 with the City of Bryan, under the same prices, terms, conditions and provisions as those contained in the original contract, for a period of one (1) year beginning September 28, 2013 and expiring September 27, 2014, upon approval of City Council.

Signed By: Gordon Klintworth Date 7/17/13

Karen Sonley
Karen Sonley, Purchasing Supervisor
City of Bryan - Purchasing Department

**CONTRACT
FOR
ANNUAL CONTRACT FOR CONCRETE CURB, GUTTER AND FLATWORK
RFB #09-149**

This Contract, dated Sept. 1, 2009, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and Brazos Site works,(the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **paragraph 2**, the Service Provider agrees to provide the City with the services as described in **Exhibit A, RFB #09-149**, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Annual Contract for concrete Curb, Gutter and Flatwork

2. Payment

In consideration of the Service Providers provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in **Exhibit A, RFB #09-149**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed **\$588,900.00**.

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Services described in **Exhibit A, RFB #09-149**.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the times specified and described in **Exhibit A, RFB #09-149**.

4. Warranty, Indemnification, Release & Insurance

A. As an experienced and qualified Service Provider, the Service Provider agrees that the services provided by the Service Provider reflect the professional and industry standards, procedures, and performances. The Service Provider agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Service Provider agrees that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to

be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective work furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Service Providers obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Providers subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such 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. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. **Release.** The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

G. **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.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 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. 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. Additional insured endorsement required.

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. 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.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION 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 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.

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-" 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. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If 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 provided to the City at the following address:

City of Bryan
Attn: Purchasing Department
1309 E. MLK Street
Bryan, TX 77803

5. Termination

A. The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

6. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: Alton Rogers
P.O. Box 1000
Bryan, Texas 77805

The Service Provider:
Brazos Site Works
9349 Dilly Shaw
Bryan, TX 77808

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

CITY OF BRYAN:

RECOMMENDED BY:

[Signature]
Alton Rogers, Assistant Director of Public Works
Streets & Drainage Division Manager
Date: 8/18/09

[Signature]
Linda Huff, Director of Public Works
Date: 8/19/09

APPROVED AS TO FORM:

[Signature]
Janis Hampton, City Attorney
Date: 8-25-09

APPROVED FOR PROCESSING

[Signature]
D. Mark Conlee, Mayor
Date: 9-1-09

ATTEST:

[Signature]
Mary L. Stratta, City Secretary
Date: 9-1-09

SERVICE PROVIDER:

By: [Signature]
Printed Name: Marvin Kintworth
Title: owner
Date: 8/14/09

(Service Provider - Corporate Seal)

STATE OF TEXAS §
 §
COUNTY OF Bryan §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 7 day of Aug, 2009, by
_____ on behalf of _____.



[Signature]
Notary Public in and for
The State of Texas

BID SHEET

(Page 1 of 7)

RFB #09-149

GENERAL

All bids must be in accordance with all terms, conditions and specifications within this Bid Request #09-149.

To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a bid package. If there are discrepancies in unit price and total, unit price will prevail.

QUANTITY

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

| <u>Description</u> | <u>Unit Price</u> <u>Per Linear Ft.</u> | <u>Est. Yearly</u> <u>Quantity</u> | <u>Total Price</u> |
|---|--|---------------------------------------|-------------------------------|
| 1. Remove & Replace Concrete Curb & Gutter, in accordance with the attached specifications; 135, 150, 305, 310, & 360 and details on sheet ST1. | \$ <u>31.50</u> lin. ft. | (X) 1,500 lin. ft. (FOB Delivered) | \$ <u>47,250⁰⁰</u> |
| 2. Furnish and Install Monolithic Concrete Curb, in accordance with the attached specifications; 135,150, 305, 310, & 360 and details on sheet ST1. | \$ <u>12⁰⁰</u> lin. ft. | (X) 2,300 lin. ft. (FOB Delivered) | \$ <u>27,600⁰⁰</u> |
| 3. Remove & Replace Concrete Flatwork (for quantities from 0-20 cubic yards) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135, 305, 310, 350, 360, 370 and details on sheet ST1, ST2, & ST3. | \$ <u>424⁰⁰</u> cu.yd. | (X) 500 cu .yd. (FOB Delivered) | \$ <u>212,000.00</u> |
| 4. Replace Concrete Flatwork where Flatwork has already been removed (for quantities from 0-20 cubic yards) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifications 135, 305, 310, 350, 360, 370 and details on sheet ST1, ST2, & ST3. | \$ <u>345⁰⁰</u> cu.yd. | (X) 250 cu. yd. (FOB Delivered) | \$ <u>86,250⁰⁰</u> |

BID SHEET

(Page 2 of 7)

| <u>Description</u> | <u>Unit Price</u> <u>Per Linear Ft.</u> | <u>Est. Yearly</u> <u>Quantity</u> | <u>Total Price</u> |
|---|--|---------------------------------------|---------------------------------|
| 5. Remove & Replace Concrete Flatwork (for quantities greater than 20 cubic yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifica- tions 135, 305, 310, 350, 360, 370 and de- tails on sheet ST1, ST2, & ST3. | \$ <u>365.⁰⁰</u> cu.yd. | (X) 500 cu .yd. (FOB Delivered) | \$ <u>182,500.⁰⁰</u> |
| 6. Replace Concrete Flatwork where Flatwork has already been removed (for quantities greater than 20 cubic yds) (sidewalks, driveways, aprons, gutters) in accordance with the attached specifica- tions 135, 305, 310, 350, 360, 370 and de- tails on sheet ST1, ST2, & ST3. | \$ <u>298.⁰⁰</u> cu.yd. | (X) 100 cu. yd. (FOB Delivered) | \$ <u>29,800.⁰⁰</u> |
| 7. Removal and replacement of unsuitable material, as determined by the City, and re- place with cement stabilized sand, according to the attached specification 135. | \$ <u>35.⁰⁰</u> ton | (X) 100 tons (FOB Delivered) | \$ <u>3500.⁰⁰</u> |

NOTE: Items 1, 2, 3, 4, 5, 6, & 7 will be awarded to a single Contractor.

GRAND TOTAL (Total Price from Sum of Items 1, 2, 3, 4, 5, 6 & 7) = \$ \$ 588,900.⁰⁰

SPECIFY RESPONSE TIME: All work shall commence within 5 consecutive calendar days after receipt of notification of work order.

Delivery: The contractor shall bid the maximum number of consecutive calendar days that work shall commence after receipt of work order. All work orders shall be fully complete within ten (10) working days after the commencement of work following the contractor's specified response time. The work order shall be considered complete by a City of Bryan designated representative after the concrete has been poured. Proper traffic control shall remain in place until it is determined that the concrete has properly cured and can support traffic. After the City of Bryan designated representative has determined that the concrete has properly cured, the contractor will have one (1) working day for removal of barricades, removal of forms, dispose of trash/ debris, caulk any expansion joints, and perform and necessary backfilling and finegrading.

Consideration of additional days will be given on any single work order that will exceed 20 cubic yards of concrete or where a unique or extraordinary circumstance exists. A request for consideration of additional days will be made in writing to the City of Bryan in advance of commencement of the work order and within the contractor's specified response time. The City of Bryan will make fair consideration of such requests and shall respond in writing.

BID SHEET

(Page 3 of 7)

METHOD OF PAYMENT:

1) **PAYMENT TERMS:** Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) **PROMPT PAYMENT DISCOUNT:** _____% within 10 days (e. g. 1%, 2%, 5%)

AND/OR (check one)

3) **ELECTRONIC FUNDS TRANSFER DISCOUNT** _____yes _____no

--If "yes" discount offered: _____% (e.g. 1%, 2%, 5%)

Company Name: Brazos Site Work

FELONY CONVICTION NOTIFICATION

(Page 4 of 7)

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:

Gordon Klintworth
Authorized Company Official's Name (Printed)

7/30/09
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:

Gordon Klintworth

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

Gordon Klintworth _____
Signature of Company Official:

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

Signature of Company Official:

Gordon Klintworth

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

Signature of Company Official:

Gordon Klintworth

CLIENT REFERENCES

(Page 5 of 7)

References: The City of Bryan will conduct reference checks as needed to evaluate bids. The City may contact those listed, and inclusion of this listing in your bid is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.

All reference checks must show that the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a **minimum of five (5)** references from current and recent clients of similar size (and/or projects recently completed of similar size and scope.)

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

Attached

Brazos Site Work

9349 Dilly Shaw Tap
Bryan, Texas 77808

Phone: 979-589-2396

Fax: 979-589-1707

July 30, 2009

References

| Job: | Contact: | Phone # |
|---|---------------|--------------|
| Mumford ISD Phase 1, 2,&3 (\$450,000.00) | Pete Bienski | 979-279-3678 |
| KJM Commercial (North Park) (\$960,000.00) | Dan Hoffman | 361-991-5600 |
| Rhodes Building Systems (\$970,000.00) | Mike Rhodes | 979-596-1451 |
| Hearne I.S.D. (\$2.5 Million) | Robert Penny | 979-324-8155 |
| Hearne Hospitality (\$500,00.00) | Joe Baxter | 281-750-1504 |
| Imperial Construction (\$990,000.00) | Kevin Stockin | 817-996-5009 |
| Bryan Firestation #5 (560,000.00) | Danny Krc | 979-209-5500 |

These are just some of our projects that we have completed in the last couple of Years. These projects include concrete slab work, concrete parking lot, Underground utilities, water storm water, sewer, also roads with limestone Base, soil stabilization, curbs and gutters, drainage work, retention ponds, Culverts installed, headwalls, collection boxes, asphalt and concrete road Surfaces. Brazos Site Work has been in business since 1991 and has a 100% Completion on all jobs. We are members of the Better Business Bureau. There is no litigation ongoing. Owners are Marvin Klintworth 9407 Taylor Rd. Bryan, Tx. 77808. Brian Klintworth 9364 Dilly Shaw Tap, Bryan, Tx. 77808 Marvin Ph# 979-820-1119, Brian Ph # 979-218-3862 Fax # 979-589-1707 Email is kbrazosdozer.com @netzero.net. The primary contact is Marvin.

CERTIFICATION OF BID

(Page 6 of 7)

CERTIFICATION and AUTHORIZATION:
RFB #09-149

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: Gordon Klinton Title: Manager

Typed Name: Gordon Klinton Company Name: Brazos Site Work

Phone No.: 979-589-2396 Fax No.: 979-589-1707

Email: brazosdover@wicksonwireless.com

Bid Address: 9349 Dilly Shaw Bryan TX 77808
P.O. Box or Street City State Zip

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

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

Federal Tax ID No.: 81-0586663

Date: 7/30/09

STATEMENT OF CONTRACTOR

**Bid Sheet - Continued
(Page 7 of 7)**

**TO THE MAYOR AND CITY COUNCIL
THE CITY OF BRYAN, TEXAS**

The undersigned hereby certify that the location of the proposed work, the special provisions, the general provisions and requirements, the specifications, the forms for contract and bonds, have been carefully examined, and that they have had sufficient time to make all tests and investigations necessary to arrive at an intelligent estimate of the cost of doing the work, and agree that if this proposal is accepted by the City of Bryan, all labor, tools, materials, machinery, appliances, equipment, supplies, insurance, and other incidentals necessary for doing the said work, will be provided, and the work completed in a first class, workmanlike manner in strict accordance with the special provisions and requirements, and the specifications on file in the Purchasing Department located at 1309 E. Martin Luther King St., Bryan, Texas 77803.

The undersigned further agree that if this proposal is accepted by the City of Bryan, the undersigned will execute the contract in quadruplicate, with the sureties offered by:

Yllico Casualty Co

AND

Brazos Site Work

This proposal, the special provisions, the general provisions requirements, the specifications, and such further terms and provisions as may be provided by the City, shall become a part of this contract.

The undersigned further states that he is capable and competent to do the work called for in this proposal and has the necessary supervision and equipment to carry the work to successful completion and that he will, if necessary furnish a list of equipment and jobs of like nature which have been completed by his organization.



Contractor Signature