

**I&GN Road Failure Remediation  
Request for Proposals # CIP 21-500**

**BRAZOS COUNTY PURCHASING OFFICE**

Brazos County Administration Building  
200 South Texas Ave., Ste. 352  
Bryan, Texas 77803  
Telephone (979) 361-4292

RFP No. CIP 21-500  
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Proposals will be received, publicly opened, and acknowledged at 2:00 P.M., Tuesday, September 22, 2020 in the Brazos County Purchasing Department, Suite 352, Brazos County Administration Building, 200 South Texas Ave., Bryan, Texas. Pre-Proposal Conference will be held on September 14, 2020 in the Commissioner's Courtroom located on the first floor in the Brazos County Administration Building, 200 S. Texas Ave, Bryan, Texas 77803.

Release of RFP	Friday, September 04, 2020
Advertisement Dates	Friday, September 04, 2020
	Friday, September 11, 2020
Pre-Proposal Conference	Monday, September 14, 2020
Deadline for Questions	Wednesday, September 16, 2020
Proposal Submission Deadline	Tuesday, September 22, 2020
Review/Contract Evaluations/Negotiations	September
Anticipated Award	October
Anticipated Construction Start	October

**A. Procurement Delivery**

Brazos County will follow the Texas Local Government Code, Chapter 262.030 for this RFP process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFP. The committee will determine how many of the top evaluated firms will be negotiated with depending on the scores and other factors at the discretion of Brazos County. If the County chooses, these top scoring firms will be given an opportunity to present potential value engineering or cost saving suggestions to the County. The County will consider each of these suggestions and select those that the County believes present the best "value" to the project. The County will then send the selected value engineering/ cost saving prospects to each of the top evaluated firms for consideration and pricing. This process may be repeated depending on the project and its complexity. All firms will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and no pricing will be shared with any of the firms at any time until after an award is made and contract is approved by Commissioners' Court. A best and final offer will be requested including any revisions and allowing for a revision of the completion timeframe for inclusion into the final contract.

**B. Summary of Work**

This project consists of the following:

Approximately 1,935 linear feet of full depth pavement removal and replacement lowering the roadway an average of 6 feet to include:

1. Clearing & grubbing
2. Demolish approximately 2,766 cubic yards of existing pavement, haul off and dispose
3. Excavation - approximately 7,500 cubic yards haul off and dispose
4. Remove and salvage approximately 2,600 linear feet of metal beam guard rail for reinstallation
5. Construction of special section
  - a. 9" thick lime stabilized subgrade
  - b. 7" thick Type "B" Black Base
  - c. 4" Type C HMAC surface course
6. Removal & replacement of approximately 783 square yard HMAC driveways and associated driveway culverts to include 6:1 SETs
7. Installation of approximately 125 linear feet of 8'x6' RCB culvert to include headwalls, wing walls and rock rubble for erosion control
8. Associated ROW grading
9. Erosion control
10. Traffic control
11. Revegetation

**C. Alternates**

A1: Over excavation of subgrade material by Two Feet (2') should subgrade soils contain unacceptable sulfate concentration. Haul off and dispose of offsite --- approx. 4300 cy

A2: Import and Placement of Sand in over excavated area of subgrade containing sulfates --- approx. 4300 cy

**D. Conditions of RFP**

The following instructions apply to all proposals and become a part of terms and conditions of any proposal submitted to the Brazos County Purchasing Department, unless otherwise specified

elsewhere in this solicitation. All proposers are required to be informed of these terms and conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
  - a. BRAZOS COUNTY - Same as County.
  - b. COMMISSIONERS' COURT - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
  - c. CONTRACT - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
  - d. CONTRACTOR - The successful Contractor(s) of this proposal request.
  - e. COUNTY - The government of Brazos County, Texas and its authorized representatives.
  - f. SUB-CONTRACTOR - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
  - g. SUPPLIER - Same as Contractor
2. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful vendor for the period designated.
3. Proposals must be received by the Purchasing Department prior to the time and date specified.
4. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.
5. Brazos County shall not be responsible for any verbal communication between any employee of the County and any proposer. Only written specifications and written price quotations will be considered.
6. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.
7. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.
8. The County may cancel this contract at any time for any reason, provided a thirty- day written notice is given.
9. The proposal award shall be based on, but not necessarily limited to, the following factors:
  - a. **Total cost including the alternates and addenda** **40%**  
Contractor's fee and all construction costs by line item will be considered with all other criteria to determine best value to the project. The lowest

proposal price of all the proposals becomes the standard by which all price proposals are evaluated.

**b. Completion time 15%**

How many days it will take to reach substantial completion of the project. The lowest construction time proposal of all the proposals become the standard by which all the time proposals are evaluated.

**c. Past performance on similar projects of size and scope 10%**

Proposer's specific experience on like projects. Consideration will be given to the number and type of like projects completed.

**d. Overall Experience of Project Manager & Superintendent 20%**

Proposer's direct management personnel experience. Points are awarded based on the qualifications of proposer's Project Manager and Superintendent and the number of years working on like projects.

**e. Resource Availability 15%**

Personnel and equipment not concurrently committed to another project.

10. Although the cost is an essential part of the proposal, Brazos County is not obligated to award a contract on the sole basis of cost.
11. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
12. Title and risk of loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
14. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Purchasing Agent.
15. Proposals will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
16. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the vendor to verify the accuracy of information received from sources other than Brazos County. It is recommended that the vendor check the Brazos Valley e-Marketplace at <http://brazosbid.ionwave.net> for addenda prior to submitting their proposal.

17. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
18. Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the proposer. Company name and authorized signature shall appear in each space provided. The proposer must include Employer Identification Number or Social Security Number and signature for the proposal to be valid.
19. The Contractor shall be responsible for following all provisions of Chapter 2258 of the Government Code relating to the payment of prevailing wages. The wage rates to be used are included in Exhibit A attached. A contractor or subcontractor who violates this section shall pay to Brazos County \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated on Exhibit A.
20. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered reason enough to cancel the contract.
21. Proposals must be submitted on units of quantity specified. In the event of errors in extended prices the unit price shall govern. In the event of a discrepancy between the numbers given for the price and the word form of the price, the word form shall govern. Any suggested change in quantity on the part of the proposer to secure better price or delivery is welcomed and may be given consideration provided that the proposer also bids on the quantity specified.
22. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioner's Court.
23. This proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County, contained in this RFP or the plans for this RFP shall supersede those of the vendor in the event of a conflict.
24. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
25. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.

**E. Special Provisions**

1. Proposers with questions regarding the bid should submit them in writing via the Brazos Valley e-Marketplace <https://brazosbid.ionwave.net> .

2. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.
3. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace <https://brazosbid.ionwave.net>.
4. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
5. In addition to the County's proposal form, all proposals shall be accompanied by a Contractor's Qualification Statement (AIA Document A-305 or equal) listing at least five (5) like projects of size and scope, to identify proposer's specific experience on similar projects, along with the project's owner and engineer contact information on each project. On item 3.6 on this form, please note; key individuals will mean Project Manager and Superintendent for this project. Please be specific on the project commitments in progress and future planned commitments to comply with the requests of this RFP for Resource Availability.
6. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from proposers.
7. The contract shall be awarded to the responsible proposer whose proposal is determined to be the best evaluated offer.
8. Your response to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.
9. Performance Standards:
  - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
  - b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
  - c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
  - d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.

- e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
- f. The Contractor shall be responsible for initiating, maintaining and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
- g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

**F. Trade Secrets, Confidential Information and the Texas Public Information Act**

1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to this RFP are subject to release by the County as public information. If the proposer believes that the proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All proposals or parts of the proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful proposal may be considered public information even though parts are marked confidential.
2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking your entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.

**G. Conflict of Interest**

1. The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Brazos County.
2. By signing and executing this proposal, the proposer certifies and represents to the County the proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, proposers, their employees or representatives, are prohibited from

contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFP from the issuing date of the RFP until the date the Brazos County Commissioner's Court meets to consider award of the proposal. Any such contact will be grounds for rejection of the vendor's proposal.

#### **H. Addenda and Modifications**

1. Any changes, additions or clarifications to the RFP will be made by numbered addenda and must be acknowledged in the proposal.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley e-Marketplace <http://brazosbid.ionwave.net> and will become a part of the proposal package, having the same binding effect as provisions of the original proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.
3. All addenda, amendments and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing proposal responses.
4. The County does not assume responsibility for receipt of any addendum sent to proposers.
5. All addenda must be acknowledged on this form.

#### **I. Examination of Documents and Requirements**

1. Each proposer shall carefully examine all RFP documents and be thoroughly familiar with all requirements prior to submitting a proposal.
2. Before submitting a proposal, each proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFP.

#### **J. Taxes**

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.



## **K. Insurance**

The vendor shall procure and maintain at its sole cost and expense for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the vendor, its agents, representatives, volunteers, employees or subcontractors. The vendor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the vendor's insurance and shall not contribute to it. Further, the vendor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County *before* work commences.**

Standard Insurance Policies Required:

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- e. All insurance policies shall be furnished to Brazos County upon request.

### **1. Commercial General Liability**

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d. Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractors expense.
- e. Brazos County shall be named as additional insured on Contractors insurance.

## 2. Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

## 3. Workers Compensation Insurance

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the vendor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, vendors and subcontractors must use that portion of the form whereby the hiring vendor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent vendor may not be used. The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 ( c ) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

### *A. Definitions:*

*Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project - includes the time from the beginning of the work on the project until the vendor's/person's work on the project has been completed and accepted by the governmental entity.*

*Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the vendor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Vendor's, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or*

materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The vendor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the vendor providing services on the project, for the duration of the project.

C. The vendor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the vendor's current certificate of coverage ends during the duration of the project, the vendor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The vendor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
2. no later than seven calendar days after receipt by the vendor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The vendor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The vendor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the vendor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The vendor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The vendor shall contractually require each person with whom it contracts to provide services on a project, to:

- i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- ii. provide to the vendor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all

*employees of the person providing services on the project, for the duration of the project;*

- iii. provide the vendor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- iv. obtain from each other person with whom it contracts, and provide to the Vendor:*
  - a. a certificate of coverage, prior to the other person beginning work on the project; and*
  - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- vi. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- vii. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

*J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the vendor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the vendor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

#### **4. Certificates of Insurance**

Certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.

- d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

**L. Compliance with Law**

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

**M. Safety Precautions**

Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Bryan Fire Department marked "Attn.: Assistant Chief".

The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

**N. Indemnity**

To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death,

damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

- a. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.
- b. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- c. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims to adjacent property owners caused by the Contractor, its agents, employees and representatives.
- d. The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment.
- e. The Contractor shall also be responsible for the removal of all related debris.
- f. The Contractor shall also be responsible for subcontractors hired.
- g. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligations of the Contractor under this section shall not extend to include the liability of any architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

#### **O. Release**

The proposer assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, 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 or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the vendor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part

by insurance, and in the event of injury, death, property damage, or loss suffered by the vendor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County.

**P. Bonding Requirements**

1. All proposers must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Brazos County or a Bid Bond in the same amount issued by a surety, acceptable to Brazos County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned after a written request to do so has been received by the Purchasing Agent.
2. The successful proposer must provide to the Purchasing Department, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating "A" or better. BRAZOS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT BRAZOS REJECTS THE PROPOSED SURETY COMPANY THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO BRAZOS COUNTY.

**Q. Proposal Submittal**

1. The proposer shall submit the proposal on the forms enclosed on the Brazos County web sites. All blank spaces in forms shall be correctly filled in by typewriter or manually in ink and the proposer shall state the prices.
2. If a proposal is submitted by an individual, their name must be signed by them or their 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 must be signed by an official or duly authorized agent.
3. By submitting a proposal, the proposer is stating that they have reviewed and considered the RFP, Exhibit A (Prevailing Wage Rates), Exhibit B (Bid Form), Exhibit C (Engineer's drawings and Specifications) and Exhibit D (Supplementary Conditions).
4. By submitting a response to this RFP, the proposer is agreeing to sign the County's Standard Agreement for Construction Services.
5. **The proposer must submit an original and five (5) copies of the proposal to Brazos County.**
6. The complete proposal should include the following:

**Revised Bid Form**  
**I&GN Road Failure Remediation**  
**Gessner Engineering, LLC**  
**June 6, 2019**



**GESSNER**  
ENGINEERING

Brazos County RFP #: CIP 21-500

GE Job #: 18-0744

**General Items**

Item #	Item	Quantity	Units	Unit Cost	Total
100	Mobilization	1	LS	\$ 55000.00	\$ 55000.00
101	Traffic Control	1	LS	\$ 10400.00	\$ 10400.00
102	Erosion Control	1	LS	\$ 10600.00	\$ 10600.00
103	Soil Retention Blanket	1	LS	\$ 12700.00	\$ 12700.00
104	Permanent Single Mailbox	4	EA	\$ 313.00	\$ 1252.00
105	Permanent Double Mailbox	2	EA	\$ 997.00	\$ 1994.00
106	Revegetation - Hydromulch	10000	SY	\$ 0.50	\$ 5000.00
<b>Sub Total - General Items</b>					<b>\$ 96946.00</b>

**Demolition**

Item #	Item	Quantity	Units	Unit Cost	Total
200	Remove Existing Culverts	410	LF	\$ 22.50	\$ 9225.00
201	Demolition of Existing 3" Asphalt Pavement and 13" Base and Haul Off-Site	6224	SY	\$ 10.75	\$ 66908.00
202	Driveway Demolition and Haul Off-Site	851	SY	\$ 8.25	\$ 7020.75
203	Remove & Salvage Existing Guardrail	2736	LF	\$ 3.75	\$ 10260.00
204	Remove & Salvage Existing Signage	1	LS	\$ 1000.00	\$ 1000.00
205	Clearing & Grubbing	1	LS	\$ 20200.00	\$ 20200.00
<b>Sub Total - Demolition</b>					<b>\$ 117613.75</b>

**Storm / Drainage**

Item #	Item	Quantity	Units	Unit Cost	Total
300	Trench Safety	290	LF	\$ 15.00	\$ 4350.00
301	15" RCP Class IV Pipe (Structural Backfill)	40	LF	\$ 81.60	\$ 3264.00
302	18" RCP Class IV Pipe (Structural Backfill)	33	LF	\$ 93.00	\$ 3069.00
303	30" RCP Class III Pipe	96	LF	\$ 151.00	\$ 14496.00
304	8'X6' Concrete Box Culvert - Driveway E	72	LF	\$ 1100.00	\$ 79200.00
305	8'X6' Concrete Box Culvert - Driveway F	49	LF	\$ 1100.00	\$ 53900.00
306	6:1 (H:V) Safety End Treatments for 15" RCP Class IV Pipe	2	EA	\$ 780.00	\$ 1560.00
307	6:1 (H:V) Safety End Treatments for 18" RCP Class IV Pipe	2	EA	\$ 950.00	\$ 1900.00
308	6:1 (H:V) Safety End Treatments for 30" RCP Class III Pipe	4	EA	\$ 2000.00	\$ 8000.00
309	Concrete Headwall w/ Flared Wings for 8'X6' Concrete Box Culverts (Driveway E) per TXDOT Detail (FW-0) w/ Concrete Apron	2	EA	\$ 18800.00	\$ 37600.00
310	Concrete Headwall w/ Flared Wings for 8'X6' Concrete Box Culverts (Driveway F) per TXDOT Detail (FW-0) w/ Concrete Apron	2	EA	\$ 18800.00	\$ 37600.00
311	Overexcavation of existing material under proposed RCB culverts	480	CY	\$ 23.00	\$ 11040.00
312	Cement Sand Stabilization Under Box Culverts	480	CY	\$ 81.50	\$ 39120.00
313	Type R Rock Rip Rap, 200-250lb w/ Soil Retention Blanket	80	SY	\$ 64.75	\$ 5180.00
<b>Sub Total - Storm / Drainage</b>					<b>\$ 300255.00</b>



**Revised Bid Form**  
**I&GN Road Failure Remediation**  
**Gessner Engineering, LLC**  
**June 6, 2019**



Brazos County RFP #: CIP 21-500

GE Job #: 18-0744

**Pavement and Earthwork**

Item #	Item	Quantity	Units	Unit Cost	Total
400	Earthwork - Import Select Fill w/ Compaction in Place	590	CY	\$ 21.50	\$ 12685.00
401	Earthwork - Cut Roadway to Design Grades and Haul off Excess	6929	CY	\$ 11.50	\$ 79683.50
402	Earthwork - Cut Ditch Areas to Design Grades and Haul off Excess	10686	CY	\$ 11.50	\$ 122889.00
403	9" Subgrade Lime Stabilization	6450	SY	\$ 3.75	\$ 24187.50
404	Lime for Stabilization of Subgrade	144	TON	\$ 178.00	\$ 25632.00
405	7" Type B Black Base	5591	SY	\$ 34.25	\$ 205191.75
406	4" Type C HMAC	5591	SY	\$ 20.00	\$ 119820.00
407	2" Type C HMAC for Driveway Reconstruction	906	SY	\$ 11.75	\$ 10645.50
408	Crushed Limestone Base for Driveway Reconstruction and Shoulder-Up	300	CY	\$ 59.00	\$ 17700.00
409	Striping (Centerline, Shoulder, and Reflective Markers)	1	LS	\$ 19300.00	\$ 19300.00
410	Reinstall Guardrail w/ Turn Downs at Driveways	2736	LF	\$ 22.00	\$ 60192.00
411	Knuckle End Treatments for Guardrail Installation	2	EA	\$ 4270.00	\$ 8540.00
<b>Sub Total - Pavement and Earthwork</b>					<b>\$ 706466.25</b>

**Construction Cost**

\$ 1,218,281.00

**Contingency**

\$ 125,000.00

**Total Construction Cost**

\$ 1,343,281.00

**Bid Alternates**

A1	Overexcavation of subgrade material by Two Feet (2') should subgrade soils contain an unacceptable sulfate concentration. Haul off and dispose of offsite	4300	CY	\$ 11.50	\$ 49450.00
A2	Import and Placement of Sand in overexcavated area of subgrade containing Sulfates	4300	CY	\$ <del>11.50</del> <sup>65.00</sup>	\$ <del>49450.00</del> <sup>277500.00</sup>
<b>Sub Total - Bid Alternates</b>					<b>\$ <del>98900.00</del><sup>328950.00</sup></b>

**Total Construction Cost with Bid Alternates**

\$ 1,672,231.00

**Time of Completion (Calendar Days)**

~~120~~ 120

**Time of Completion with Bid Alternates (Calendar Days)**

~~120~~ 140

Due to the nature of this roadway remediation and slope stability, time of construction completion is critical  
 \*All quantities are measured existing or compacted in place

**T. Proposal Evaluation Waiver**

By submitting a proposal or response, each proposers/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration; evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized

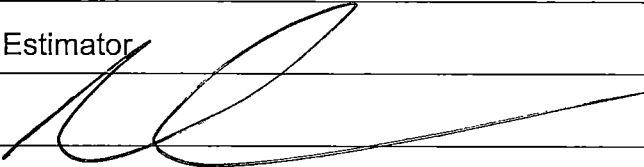
**STATEMENT OF AFFIRMATION**

Firm's Name: Larry Young Paving Inc.

Address: 1852 Silver Hill Rd. Bryan, TX 77807

Proposer's Name: Mark Schinzler

Position/Title: Head Estimator

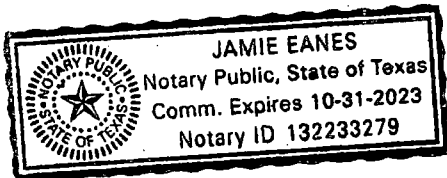
Proposer's Signature: 

Date: 9/22/2020

Subscribed and sworn to me on this 21 day of Sept in the year 2020

  
Notary Public

My Commission expires 10.31.2023



**U. Addenda**

The undersigned acknowledges receipt of the following addenda issued during the time of solicitation and includes the several changes therein in this proposal.

No. 1                                  No. \_\_\_\_\_ No. \_\_\_\_\_

Date 9/17/2020                          Date \_\_\_\_\_ Date \_\_\_\_\_

**V. Certification of Proposal**

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other proposer, and that the contents of this bid have not been communicated to any other proposer prior to the official opening.

Signed By:  Title: Head Estimator

Typed Name: Mark Schinzler

Company Name: Larry Young Paving Inc.

Mailing Address: PO Box 11779 College Station, TX 77842  
  P.O. Box or Street                                  City                                  State                                  Zip

Employer Identification Number: 20-3237385

CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF RFP NO. CIP 21-500

**By signing below, Brazos County agrees that this RFP #CIP 21-500 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.**

By: Brazos County Commissioner's Court \_\_\_\_\_

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

Attest: Brazos County Clerk \_\_\_\_\_

**W. House Bill 89 & Debarment Verification**

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will no boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

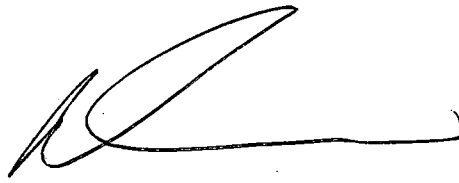
Company Name: Larry Young Paving Inc.

Authorized Company Representative: Mark Schinzler

Address: PO Box 11779 College Station, TX 77842

Signature:  Date: 9-22-2020

Contract # CIP 21-500 I&GN Road Failure Remediation



**GESSNER**  
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**ADDENDUM #1**  
**BRAZOS COUNTY RFP NO. CIP 21-500**  
**I&GN ROAD FAILURE REMEDIATION**

Date: September 17, 2020

To: All Interested Parties

From: Mason Kwiatkowski, P.E.  
Gessner Engineering

Re: Answers to Questions / Liquidated Damages/ Pre-Proposal Meeting Minutes/Pre-Proposal Sign-In

The following additions, deletions, changes, or clarifications to the Bid Documents are hereby made a part of the originally issued documents for the above referenced project as fully and as completely as though the same were included therein.

Questions Submitted:

1. Erosion Control Blanket:

*QUESTION:* Is the entire job a spray on erosion control blanket? Its difficult to see if there is anything that is not sprayed.

*RESPONSE:* That is correct. The entire project is a spray-on erosion control blanket.

2. Shoulder-Up:

*QUESTION:* There doesn't seem to be a pay item for the base shoulder up in the cross-sectional detail. Is that subsidiary to something else?

*RESPONSE:* This item is included in bid item #408.

3. Liquidated Damages:

Liquidated Damages will be \$250/day and identified in the Contract Documents Section 9.11.

4. Pre-Proposal Meeting Minutes:

Attached as part of the Addendum

5. Pre-Proposal Sign-In:

Attached as part of the Addendum

All provisions which are not so amended or supplemented remain in full force and effect.

COLLEGE STATION 979 680 3840 • BRENNAM 979 826 6855 • FORT WORTH 817 405 0774 • SAN ANTONIO 210 305 4792

2501 Ashford Drive, Suite 102 / College Station, Texas 77840 • Fax 979 680 8841 • [www.gessnerengineering.com](http://www.gessnerengineering.com)

CIVIL STRUCTURAL GEOTECHNICAL LAND SURVEYING CONSTRUCTION MATERIALS TESTING



**GESSNER**  
ENGINEERING

Gessner Engineering - College Station  
2501 Ashford Drive  
College Station, Texas 77840  
Phone: (979) 680-8840

# Meeting #1

Project: 18-0744-01 - I&GN Roadway Failure Remediation  
13468 I&GN Road  
College Station, Texas

## Pre-Proposal Meeting Brazos Brazos County RFP No. CIP 21-500 Minutes

**MEETING DATE:** 09/14/2020 **MEETING TIME:** 2:00 PM - 3:00 PM

**MEETING LOCATION:** Brazos County Administration Building -  
Purchasing Department Conference Room

**OVERVIEW:**  
I&GN Road Failure Remediation  
Pre-proposal meeting with potential project bidders, design team, and owner.

**NOTES:**

**ATTACHMENTS:**

**ATTENDEES:**

Name	Company	Phone Number	Email	Attendance
Gary Arnold	Brazos County	Tel: (979) 822-2127	garnold@brazoscountytexas.gov	Present
Prarthana Banerji	Brazos County	Tel: (979) 822-2127	pbanerji@brazoscountytexas.gov	
Bill Hadley	Brazos County	Tel: (979) 822-2127	whadley@brazoscountytexas.gov	Present
Jon Jones	Brazos County	Tel: (979) 822-2127	jjones@brazoscountytexas.gov	Present
Darrell Kolwes	Brazos County	Tel: (979) 822-2127	dkolwes@brazoscountytexas.gov	
Jimmy LeFlore	Brazos County	Tel: (979) 361-4290	jleflore@brazoscountytexas.gov	Present
Lani Maness	Brazos County	Tel: (979) 361-4284	lmaness@brazoscountytexas.gov	Present
Charles Wendt	Brazos County	Tel: (979) 361-4292	cwendt@brazoscountytexas.gov	Present
Bobby Woods	Brazos County	Tel: (979) 361-4290	bwoods@brazoscountytexas.gov	
Mason Kwiatkowski	Gessner Engineering	Tel: (979) 680-8840 ext. 1053	mkwiatkowski@gessnereng.com	Present
Fred Paine	Gessner Engineering	Tel: (979) 680-8840	fpaine@gessnereng.com	Present

### Introductions

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
1		Introductions				Open

**Description:**  
 Prarthana Banerji - Brazos County Engineer  
 Gary Arnold - Brazos County Road & Bridge Operations Manager  
 Bill Hadley - Brazos County Road & Bridge Project Manager  
 Jon Jones - Brazos County Road & Bridge  
 Bobby Woods - Brazos County Road & Bridge  
 Darrell Kolwes - Brazos County Road & Bridge  
 Jimmy LeFlore - Brazos County Road & Bridge

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.  
 Please contact Gessner Engineering - College Station if there are any discrepancies or questions with the content of these minutes.



**GESSNER**  
ENGINEERING

# Meeting #1

	<p>Lani Maness - Brazos County Purchasing Senior Buyer Charles Wendt - Brazos County Purchasing Agent</p> <p>Fred Paine - Gessner Engineering Senior Project Manager Mason Kwiatkowski - Gessner Engineering Project Manager</p>					
	<p><b>Official Documented Meeting Minutes:</b> Meeting Intro by Lani Maness</p> <p>Introductions</p> <p>Contractors Present Texcon Knife River Fuqua</p> <p>Question's come to IonWave System</p>					
1	1	Sign In Sheet				Open
	<p><b>Description:</b> Attached to Meeting Minutes</p>					
	<p><b>Attachments:</b> <a href="#">Pre-Bid Conference Sign In Sheet.pdf</a></p>					

## Points of Contact

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
2	1					Open
	<p><b>Description:</b> Gary Arnold Brazos County Tel: (979) 436-2716 <a href="mailto:garnold@brazoscountytx.gov">garnold@brazoscountytx.gov</a> Bill Hadley Brazos County Tel: (979) 822-2127 <a href="mailto:whadley@brazoscountytx.gov">whadley@brazoscountytx.gov</a></p> <p>Fred Paine Gessner Engineering Tel: 979-680-8840 <a href="mailto:fpaine@gessnerengineering.com">fpaine@gessnerengineering.com</a> Mason Kwiatkowski Gessner Engineering Tel: 979-680-8840 <a href="mailto:mkwiatkowski@gessnerengineering.com">mkwiatkowski@gessnerengineering.com</a></p>					

## Schedule

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
3.1	1	Pre-Proposal Conference		09/14/2020		Open
	<p><b>Description:</b> 2:00 PM - Brazos County Administration Building Purchasing Dept. Suite 352 200 S. Texas Ave. Bryan, TX 77803</p>					
3.2	1	Deadline for Questions		09/16/2020		Open
	<p><b>Description:</b> 5:00 PM - ION Wave System</p>					
3.3	1	Response to Questions		09/17/2020		Open
3.4	1	Proposal Submission Deadline		09/22/2020		Open
	<p><b>Description:</b> 2:00 PM - Brazos County Administration Building Purchasing Dept. Suite 352 200 S. Texas Ave. Bryan, TX 77803</p>					
3.5	1	Review/Evaluations/Negotiations				Open
	<p><b>Description:</b></p>					

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.  
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GESSNER  
ENGINEERING

# Meeting #1

Month of September 2020						
3.6	1	Anticipated Award				Open
<b>Description:</b> Anticipated Award date is with the month of <b>October 2020</b> Award will be based on, but not necessarily limited to the following factors: a. 40% - Total cost including the alternates and addenda b. 15% - Completion time c. 10% - Past performance on similar projects of size and scope d. 20% - Overall Experience of Project Manager & Superintendent e. 20% - Resource Availability						
3.7	1	Anticipated Construction Start				Open
<b>Description:</b> Anticipated Notice to Proceed <b>October 2020</b>						

Construction Safety						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
4.1	1	Work zone and traffic control				Open
<b>Description:</b> A. Temporary traffic control will need to be implemented per TCP Plan Sheet C200. B. Access to existing properties must be maintained at all times C. Emergency Services providers must be contacted and coordinated with prior to construction and implementation of traffic control devices. Access for Emergency Services must be maintained at all times.						

Discussion						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
5.1	1	Limits of Construction				Open
<b>Description:</b> Contractor shall confine all construction activities, equipment, materials, private vehicles, debris, etc. to the County Right of Way and any County provided construction easements unless written permission to utilize off-Site areas is received from land owner and delivered to Owner's Representative and Engineer. Any adjacent property affected during construction shall be returned to preconstruction condition at the Contractor's expense.  Contractor shall maintain access to all adjacent property owners, businesses and Emergency services during construction activities. Contractor is to coordinate with adjacent property owners, businesses and all Emergency service providers serving the area prior to commencement of construction.						
6.2	1	Pavement				Open
<b>Description:</b> <b>Special Pavement Section:</b> 9" Lime Stabilized Subgrade 7" Black Base - Type B 4" HMA surface - Type C  Once Roadbed is cut to subgrade elevation and prior to lime stabilization, subgrade is to be tested for sulfates. Should Sulfates exist in subgrade, contractor is to over excavate a minimum of 2 feet and replace with cement stabilized sand. Unit price for Bid Item 311 - Cement Sand Under Box Culverts will be used if subgrade replacement with Cement Stabilized sand is required.						
5.3	1	Drainage				Open
<b>Description:</b> Provide for positive drainage during construction. Insure driveways are not adversely impacted from drainage issues during construction.  Project is within the limits of the USACE Nationwide Permit No. 14 - Linear Transportation Projects						

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.

Please contact Gessner Engineering - College Station if there are any discrepancies or questions with the content of these minutes.





GESSNER  
ENGINEERING

# Meeting #1

		<p>8'x6' RCB installations - Minimize disturbance in channel. Total disturbance must be limited to approximately 550 lf (or &lt;1/10 acre) without pre-notification to USACE (Plan has approximately 265 lf of disturbance)          Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations          Long lead time for boxes with rubber gaskets - Awarded contractor to be notified ASAP          Alternatively, Cast-In-Place Box Culverts can be utilized per TxDOT detail SCP-8</p>			
5.4	1	Utilities			Open
	<p><b>Description:</b>          Contractor is to verify the exact location and vertical positioning of all pipelines, communication lines, existing utilities, and service lines within the project area, whether shown on the plans or not, at least 48 hours prior to construction.          Contractor is to contact owners of all utilities and service lines within the project area and notify of intent at least 1 week prior to construction. Contractor is responsible for coordinating with facility owners.          Contractor is responsible to report any conflicts between plan and actual conditions prior to construction.          Contractor is responsible for any damage done to existing utility facilities.          Only confirmed utility is Wellborn Water - 12" on West side of road - No apparent conflicts.</p>				
5.5	1	Additional Items			Open
	<p><b>Description:</b>  <b>Construction Sequence:</b>          A. Due to the sensitivity of the drainage channel adjacent to the project area, the Contractor must install the 8'x6' RCB drainage structures prior to proceeding with any other construction. Installation includes appropriate erosion and sediment control, driveway replacement, headwalls, wingwalls, concrete apron, rock rip-rap, and permanent revegetation within the disturbed areas.          B. Contractor responsible for determination of excavation order such that change in lane elevation is maintained at no greater than 2" at driveway entrances and no greater than 24" in other areas.</p>				
5.6	1				Open
	<p><b>Description:</b>  <b>Owner Contingency:</b>          Brazos County has specified a Project Contingency amount for this project. The specified contingency amount is not available for use by the Contractor and shall not be anticipated for use on the Project. Project Contingency is for Brazos County's purposes. Amount and authorization for use is at sole discretion of Brazos County.</p>				
5.7	1				Open
	<p><b>Description:</b>  <b>Revegetation:</b>          All disturbed areas not to be paved are to be prepared and hydromulch seeded for permanent establishment of vegetation. Final grades with established vegetation shall be as called out on the plans.          Revegetation to be included in the Revegetation - Hydromulch Bid Item</p>				
	<p><b>Official Documented Meeting Minutes:</b>          Rubber Gasket Pipe - Only one supplier          Sand Alternate - Is this Sand or Cement Sand - No Cement Sand - Sand or Select Fill          Road is closed now and can remain closed during construction</p> <p>Existing Road Closed Signage to be removed by County          Contractor will provide their own road closed signage</p> <p>Resource Availability means contractor resources not used another project</p> <p>Time frame is important.</p>				
5.8	1	Discussion			Open

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.  
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