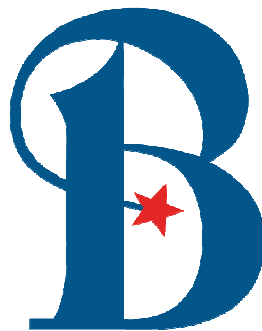


CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CITY OF BRYAN
DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE
CITY JOB NO. 332-D3-1108

RFP #21-019

CONFORMED SET JUNE 9, 2021



CITY OF BRYAN
The Good Life, Texas Style.™

PREPARED BY:

CITY OF BRYAN
ENGINEERING DEPARTMENT

APRIL 2021

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE
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(not included but made part of this contract)

<http://www.bcsunited.net/>

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DISCLOSURE REQUIREMENTS

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

<http://www.bryantx.gov/purchasing-services/#vendorethics>

If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 205 E. 28th Street, Bryan, Texas 77803 or call (979) 209-5505.

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

DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The process as implemented by the Commission is as follows:

1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city "at the time the business entity submits the signed contract" to the city.
3. The city must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .

Additional Certifications

Pursuant to Texas Government Code 2252.152, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations are prohibited; a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Government Code Sections 806.051, 807.051, or 2252.153.

Pursuant to Government Code 2270.002, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Confidential Information

Any information deemed to be confidential or proprietary by Proposer should be clearly annotated on the pages where confidential or proprietary information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential or proprietary by Proposer may not be confidential or proprietary under Texas Law, or pursuant to a Court order. Pursuant to Government Code, Chapter 552, the City must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the Public Information Act: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; identity of the parties to the Contract; execution and effective dates; and information connected to a vendor or contractor's performance on the Contract. Additionally, information regarding performance under the Contract, including breaches of the Contract, Contract variances, amendments, liquidated damages, and other penalties for non-performance, must generally be released under the Public Information Act.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and the contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Pursuant to Chapter 2269 of the Texas Government Code and other applicable law, the City of Bryan (the "City") is soliciting Competitive Sealed Proposals from qualified firms interested in providing construction services in connection with the construction of **non-traversable medians and associated pavement striping/markings for ten (10) intersections throughout downtown Bryan. The project involves approximately 1,030 SY of concrete medians and traffic islands as well as approximately 250 SY of pedestrian improvements, with associated signage and striping to meet all applicable regulations.**(the "Project").

SEALED Proposal packages will be accepted until 2 p.m. CST May 7, 2021 and publicly opened and read aloud at the location indicated below and online. The outside of the envelope must clearly be labeled with the proposer's name, the RFP name/number and the due date. Any Proposal received after the aforementioned closing time will be returned unopened. Deliver the sealed envelope to:

**Phebe Mosley, Purchasing Supervisor
City of Bryan, Purchasing Department
205 E. 28th Street, Bryan, Texas 77803
(P) (979) 209-5501 (F) (979) 821-5798
pmosley@bryantx.gov**

**<https://us02web.zoom.us/j/89189638781?pwd=aTBOYkRKMnVxT1I5Zm1Hb2FPdmp3dz09>
Meeting ID: 891 8963 8781
Passcode: 624044**

Plans, Specifications and Information for Proposers are online at <https://brazosbid.ionwave.net> or may be examined at the Purchasing Department Office at 205 E. 28th Street, Bryan, Texas, (979) 209-5505. *No Proposal may in any way qualify, modify, substitute or change any part of the specifications or contract documents.*

The City believes that the data contained in these specifications is sufficient for the preparation of Competitive Sealed Proposals. Requests for additional information will be considered depending on the proposal time frame and the availability of the requested information. Such information will be submitted to all known Proposers simultaneously on the website mentioned above.

*In order to ensure a fair and public process, all questions related to this Request for Proposals shall be addressed in writing, via the **Brazos Valley Online Bidding System** (<https://brazosbid.ionwave.net>) to the individual identified above prior to 10:00 a.m. CST on **April 27, 2021**. Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Supervisor. Failure to observe this requirement may be grounds for rejection of the Proposal.*

Pursuant to Government Code Chapter 2269, subchapter D, the City of Bryan may enter into a contract with the Offeror meeting all the qualifications and specifications that submits the Competitive Sealed Proposal that offers the best value to the City. The City will evaluate and rank Proposals considering the selection criteria and weighted value set forth in the request for proposals. The City of Bryan reserves the right to accept or reject any or all Proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous and to award the Proposal to the vendor offering the best value to the City of Bryan. Additionally all Proposers are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in the determination of the best value including, but not limited to, the proximity of the Proposer as it relates to their ability to perform the contract for the City of Bryan.

ANTICIPATED SCHEDULE OF EVENTS

- April 13, 2021 – Web site post date
- April 23, 2021 @ 10:00 a.m. CST – Pre-Proposal meeting to be held in the Purchasing Office, 205 E. 28th Street, Bryan, TX. The pre-proposal meeting will be held virtually via Zoom. Registration prior to attending the meeting will be required; after registering, you will receive a confirmation email containing information about joining the meeting.
 - **You must register in advance for the pre-proposal meeting at the following link:**
<https://us02web.zoom.us/join/zoom/register/tZEscCuqzstHNEPgMwe5k0RxJT8J3tsMwKP>
- April 27, 2021 @ 10:00 a.m. CST - Deadline for written requests for clarifications to the RFP.
- May 3, 2021 – Deadline to Issue Final Addendum
- May 7, 2021 @ 2:00 p.m. CST – Sealed Proposals delivered to the Office of the Purchasing Department, City of Bryan, 205 E. 28th Street, Bryan, TX. Proposals received after the time and date set for the opening of Proposals will not be accepted and will be returned unopened. The proposal opening will be held virtually via Zoom. Below is the meeting ID number and passcode.
 - **Meeting ID: 891 8963 8781**
 - **Passcode: 624044**
- May 17, 2021 – Anticipated date of Notice of Intent to Award
- May 24, 2021 – Submit 2 signed original contracts with required insurance within 5 business days from Notice of Intent to Award
- June 7, 2021 – All Submittals for project due 10 business days from Notice of Intent to Award
- June 8, 2021 – Anticipated date of Contract Award by City Council
- June 11, 2021 – Anticipated Pre-construction Meeting (Date TBD)
- June 21, 2021 – Anticipated date of Signed Contract
- June 23, 2021 – Performance and Payment Bonds due within 7 business days of Signed Contract
- June 28, 2021 – Anticipated date of Notice to Proceed

PROJECT SCOPE, BUDGET AND COMPLETION DATE

DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE CITY JOB NO. 332-D3-1108 RFP # 21-019

Architect/Engineer: The Project has been designed by Sam J. Vernon, P.E.

Location: The Project is located throughout downtown Bryan, Texas (see vicinity map for details)

Project Scope: The City anticipates the scope of work for the Project to consist of the following responsibilities and the following items:

- Construction of approximately 1,030 SY of concrete medians and traffic islands
- Construction of approximately 250 SY of pedestrian improvements
- Installation of associated signage and striping to meet all applicable regulations.
- All other appurtenances necessary to complete the Project.

The Project will be designed and constructed so as to meet all applicable federal, state, and local accessibility standards.

The selected Offeror will be also responsible for: obtaining all applicable permits and inspections; providing all necessary performance and payment bonds and insurance certificates; and providing the Owner with all manufacturers' warranties and all operations and maintenance (O & M) manuals for all equipment installed.

The selected Offeror may be required to perform some or all of the following pre-construction and construction services. Preconstruction Services may include, but not necessarily be limited to, planning and value engineering the Work. Construction Services may include, but not necessarily be limited to, all work associated with construction, occupancy and warranty of the facilities.

Project Estimated Budget: The proposed estimated budget for construction costs for this Project is \$570,000 (base bid), inclusive of all incidental and contingent expenses associated with the construction of the entire scope of this Project.

Project Estimated Completion Date: The City has established a target commencement date for construction activities as **June 28, 2021**. The projected completion date is estimated to be 100 working days. The City reserves the right to modify the commencement date, subject to Owner and Contractor availability, phase the construction of the Project, or modify the schedule as needed and determined by the City due to modifications in scope.

PROPOSAL INSTRUCTIONS

The following items must be included with the Competitive Sealed Proposal (CSP) when it is submitted. The City reserves the right to reject any CSP for failure to comply with these requirements. The Proposal Pages may be removed from the specification booklet and submitted with a bid bond or cashier's check. It is not necessary to include copies of the addendums. A space to acknowledge receipt of addendums is included in the RFP documents.

- ❑ All proposals shall be accompanied by a **bid bond** in the amount of five percent (5%) of the total bid amount payable to the City of Bryan, from a surety company authorized to do business in Texas as a guarantee that the Proposer will enter into a contract and provide required insurance within five (5) business days after receiving a Notice of Intent to Award, and will provide to City all submittals required by this contract within ten (10) business days from Notice of Intent to Award, and will provide to the City executed Performance and Payment bonds within seven (7) business days after City Council Award of Contract. The bond shall be on the forms provided, each in the amount of 100% of the contract price from a Surety Company holding a permit in the State of Texas and approved by the Federal Government, and must bear the impressed seal of the surety company and the name of the Proposer, and be signed by the Proposer and an authorized representative of the surety company. Powers of attorney must be attached to the bid bond.
- ❑ A **proposal** that has been fully completed and signed by the person authorized to represent the company submitting the CSP. The proposal must use the same form or a photocopy of the form provided in the RFP document. Acknowledgment of the receipt of any and all addenda to the bids must be provided on the proposal.
- ❑ If the Proposer is a corporation, a copy of their “**Franchise Tax Certificate of Account Status**” showing all franchise taxes are current (this item may be submitted to the City within 3 working days of the proposal opening for the proposal to be considered).
- ❑ All Proposers must have submitted a Contractor's Registration packet and received a score of 70 or better prior to the date of the CSP opening for the proposal to be considered.
- ❑ Should the scope of work for these CSP documents fall outside of the construction classifications approved by the Contractor's Registration process, a “**Statement of Qualifications**” shall be submitted as part of the CSP. Additional qualifications would be limited to the activities not previously presented under the Contractor Registration program.
- ❑ All Proposers must submit the “**Felony Conviction Notification form**” contained within this RFP package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the CSP to be rejected.

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

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

PROPOSAL SELECTION CRITERIA

Evaluation Process:

A selection committee appointed by the City will evaluate Proposals submitted in response to this solicitation. The following selection criteria and associated weighted value will be used by the City to rank the Proposals received. In the event of a tie in the rankings, the City shall break the tie based upon the City's determination of which Proposal will provide the best value to the City. Subjective judgment on the part of the City is implicit in the criteria selection process. Once the Proposals have been ranked, the City will begin contract negotiations with the first ranked Proposer. If the City is unable to come to terms with the selected Proposer, discussions will be terminated in writing and the City will proceed to negotiate with the next ranked Proposer and repeat the process until a contract agreement is reached or all Proposals are rejected. Upon reaching an agreement the contract will be placed in writing and executed by both parties and a purchase order will be issued by the City for the contract amount.

After opening and ranking, an award may be made on the basis of the initially submitted proposal, without discussion, clarification or modification, or the City may discuss with the selected Proposer, options for a scope or time modification and any price change associated with the modification. Proposers must indicate any and all modifications or exclusions to the contract with their proposal. Any Proposal may be considered unacceptable if the committee determines it fails to provide adequate technical or pricing information in the Proposals as specified in these Proposal Instructions.

Selection Criteria: (Contractor may submit additional information relevant to the Selection Criteria listed below. Failure to submit all required documentation in the following order may lead to the rejection of the Proposal.)

A. Cost Proposal – 50 Points

1. Completed Competitive Sealed Proposal Form including the Contract Sum and all itemized line items, acknowledgement of all Addenda received, and all required information and signatures in a legible written format.
2. Scoring will take into account the comparison of total contract sum and its relationship to the stated Project Budget.
3. Signed letter from Contractor's Surety stating Contractor's ability to acquire bonding in the full contract amount

B. Proposed Schedule – 20 Points

1. Scoring will take into account the comparison of Project Completion date stated in the RFP to the provided schedule milestones.
2. Provide Project Schedule (Gantt Chart) indicating the following:
 - a. First Available Start date
 - b. Total Contract Time to Substantial Completion and Final Completion
 - c. Detailed sequence of construction events
 - d. Total number of projected rain days in project schedule

C. Contractor Personnel and Relevant Experience – 10 Points

1. Organizational Chart including the following required information
 - a. Project Manager
 - b. Site Superintendent
 - c. Safety Manager
 - d. Other Key Personnel
2. Resumes for Project Manager, Site Superintendent, Safety Manager and other Key Personnel not already listed under the Contractor Registration Program including years of experience in their position, and a list of projects which they managed.
3. Company trade organizations / associations / affiliations
4. List of 5 completed projects showing relevant experience with project name, owner/architect/engineer contact information, original project budget and final project cost, original project completion time and actual completion time, and year completed – list contractor Project Manager and Site Superintendents for each. Please describe specific project experience with construction in/around a railroad right-of-way as it relates to the scope of this project.

D. Reputation of Contractor, Quality Assurance & References -15 Points

1. Provide two written references (discussing quality and timeliness on previous projects) from Owners outside the City of Bryan
2. Provide two written references (discussing quality, responsiveness, and timeliness on previous projects) from Architects/Engineers
3. Scoring will take into account the responses received from project references provided in selection criteria C(4).
4. List of 3 most recently completed Projects for the City of Bryan
 - a. Number of Change Orders per project and costs
 - b. Date of Completion
 - c. Number of working days used versus number of working days per the contract

E. Proximity of the Contractor to Perform Work- 5 Points

1. Provide address of contractor's office from which personnel will operate from
2. Approximate distance from the office to work site in miles.

TO THE CITY OF BRYAN
BRYAN, TEXAS

COMPETITIVE SEALED PROPOSAL

DATE: 5/7/21

Proposal of Brazos Paving, Inc.

a corporation organized and existing under the laws of the State of Texas ;

or a partnership consisting of _____ ;

or an individual trading as _____ :

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

The undersigned further agree to execute the Standard City of Bryan Construction Contract, of which this proposal, the general conditions, the plans, specifications, special provisions, payment and performance bonds, and advertisements are a part, within 5 business days from the date of Notice of Intent to Award this proposal. The undersigned further agree to provide the City all submittals required by this contract within ten (10) business days from Notice of Intent to Award, and agree to provide to the City executed Performance and Payment bonds within seven (7) business days after City Council Award of Contract. In case the undersigned fails to meet the above obligations within the specified times, the undersigned will be considered as having abandoned it, and the Cashier's Check or Bidder/Proposer's Bond in the amount of five percent (5%) of the total amount proposal of _____ (\$ _____) Dollars accompanying this proposal will be forfeited to the City of Bryan, Texas, by reason of such failure on the part of the undersigned. All proposals shall be accompanied by a bid/proposal bond in the amount of five percent (5%) of the total proposal amount payable to the City of Bryan, from a surety company authorized to do business in Texas as a guarantee that the proposer will fulfill the above-mentioned obligations. The bond must bear the impressed seal of the surety company and the name of the proposer, and be signed by the proposer and an authorized representative of the surety company. Powers of attorney must be attached to the bid/proposal bond.

The undersigned further agree that the proposal guaranty may be retained by the City of Bryan, Texas provided the undersigned is one of the three highest ranked proposers, and that said proposal guaranty shall remain with the City of Bryan until the contract has been signed by the successful proposer; otherwise, proposal guaranty may be obtained from the City Purchasing Department after forty-eight hours from the time of opening the CSPs.

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

BID PROPOSAL

**CITY OF BRYAN
DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE
CITY JOB NO. 332-D3-1108
RFP # 21-019**

<i>Item No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
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MOBILIZATION & PROJECT OVERHEAD

1	Mobilization & Project Overhead; including but not limited to Construction Staking, Bonds, and Insurance as required in B/CS Standard Technical Specifications.	1	LS	\$80,000.00	\$80,000.00
2	Furnish & Install Traffic Control devices as per TMUTCD Specifications, to include all material, labor and equipment to complete the work. Complete and in place.	1	LS	\$65,000.00	\$65,000.00
3	Site Clean-Up & Stabilization of disturbed areas	1	LS	\$25,000.00	\$25,000.00
4	Right-of-Entry Permit fees as required by UPRR (allowance).	1	LS	\$10,000.00	\$10,000.00
5	Railroad Right-of-Way Flagmen as required by UPRR.	1	LS	\$99,120.00	\$99,120.00
6	Insurance as required by UPRR including, but not limited to, Commerical General Liability Insurance, Business Automobile Liability Insurance, Worker's Compensation Insurance, and Railroad Protective Liability Insurance.	1	LS	\$5,100.00	\$5,100.00

MOBILIZATION & PROJECT OVERHEAD SUB-TOTAL

\$284,220.00

DEMOLITION

7	Neatly sawcut 1.5' from proposed median, demolish and haul offsite asphalt pavement and any underlying concrete pavement to include all required material, labor, and equipment to complete the work. Complete and in place.	998	SY	\$30.35	\$30,289.30
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<i>Item No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
8	Neatly sawcut, demolish and haul offsite existing concrete pavement (all thicknesses) including any overlay of asphalt pavement to include all required material, labor and equipment to complete the work. Complete and in place.	620	SY	\$43.85	\$27,187.00
9	Neatly sawcut at nearest joint, demolish and remove existing sidewalk (all widths, all thicknesses) including pavers, curb/gutter, and ADA ramps where necessary to include all required material, labor, and equipment to complete the work. Complete and in place.	63	SY	\$43.85	\$2,268.00
10	Eliminate existing pavement markings by water blasting per TxDOT technical specifications to include all required material, labor, and equipment to complete the work. Complete and in place.	8	LS	\$36.00	\$25,040.00
11	Neatly sawcut, demolish and remove offsite existing concrete paver median (all thicknesses) including pavers, sand, geotextile fabric, and curb/gutter to include all required material, labor, and equipment to complete the work. Complete and in place.	11	SY	\$3,130.00	\$1,386.00
12	Neatly sawcut, demolish and remove offsite existing pavers (all types) including sand, geotextile fabric. Install concrete street to match existing, to include all required material, labor, and equipment to complete the work. Complete and in place.	78	SY	\$126.00	\$7,020.00

DEMOLITION SUB-TOTAL

\$93,190.30

PROPOSED SURFACE IMPROVEMENTS

13	Furnish & Install 7" wide concrete curb section at 25' from centerline of outermost track per detail. See plan sheets for dimensions. To include all required material, labor, and equipment to complete the work. Complete and in place.	75	LF	\$12.00	\$900.00
14	Furnish & Install 7" raised reinforced concrete "bulb-out" island with concrete pavers. Extend curb and gutter section as shown. See plan sheets for dimensions. To include all required material, labor, and equipment to complete the work. Complete and in place.	55	SY	\$153.00	\$8,415.00
15	Furnish & Install concrete road replacement in existing concrete pavement per BASE BID SECTION A-A, B-B, C-C, & D-D details. See plan sheets for dimensions. To include all required material, labor, and equipment to complete the work. Complete and in place.	620	SY	\$98.00	\$60,760.00

<i>Item No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
16	Furnish & Install concrete road replacement in existing HMAC pavement per BASE BID SECTION A-A, B-B, C-C, & D-D details. See plan sheets for dimensions. To include all required material, labor, and equipment to complete the work. Complete and in place.	998	SY	\$116.00	\$115,768.00
17	Furnish & Install monolithic concrete curb per BASE BID RAISED MEDIAN 1 & 2 details. To include all required material, labor, and equipment to complete the work. Complete and in place.	3602	LF	\$6.50	\$23,413.00
18	Furnish & Install median fill material and concrete pavers per BASE BID SECTION A-A, B-B, C-C, & D-D details. To include all required material, labor, and equipment to complete the work. Complete and in place.	820	SY	\$153.00	\$125,460.00
19	Furnish & Install 1' wide concrete median per BASE BID SECTION A-A, B-B, C-C & D-D details. To include all required material, labor, and equipment to complete the work. Complete and in place.	39	SY	\$90.00	\$3,510.00
20	Furnish & Install concrete median nose #1 per BASE BID SECTION E-E & F-F details. To include all required material, labor, and equipment to complete the work. Complete and in place.	2	SY	\$315.00	\$630.00
21	Furnish & Install concrete median nose #2 per BASE BID SECTION G-G & H-H details. To include all required material, labor, and equipment to complete the work. Complete and in place.	33	SY	\$225.00	\$7,425.00
22	Furnish & Install 1' wide concrete median break per details. To include all required material, labor, and equipment to complete the work. Complete and in place.	0	LF	\$60.00	\$0.00
23	Furnish & Install 4" thick reinforced concrete sidewalk per B/CS standard detail SW1-02A - SW1-02C. See plan sheets for dimensions. Connect to existing sidewalk w/ type "G" expansion joint as necessary to include all required material, labor, and equipment to complete the work. Complete and in place.	264	SY	\$100.00	\$26,400.00
24	Furnish & Install ADA ramp per B/CS standard details SW3-00 – SW3-05. See plan sheets for dimensions to include all required material, labor, and equipment to complete the work. Complete and in place.	8	EA	\$1,500.00	\$12,000.00

<i>Item No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
25	Furnish & Install pedestrian guardrail per B/CS standard detail SW1-01 w/ black enamel finish and 4" rail openings to include all required material, labor, and equipment to complete the work. Complete and in place.	30	LF	\$300.00	\$9,000.00
26	Repair the existing HMAC surface to ensure positive drainage to include all required material, labor, and equipment to complete the work. Complete and in place.	400	SY	\$31.00	\$12,400.00
27	Furnish and Install detectable warning pavers min. 6' from the edge of the nearest rail edge to match sidewalk width per B/CS Standard Details (typical) to include all required material, labor, and equipment to complete the work. Complete and in place.	9	EA	\$400.00	\$3,600.00

PROPOSED SURFACE IMPROVEMENTS SUB-TOTAL

\$409,681.00

STRIPING & SIGNAGE

28	Furnish & Install pole mounted W10-1 sign. Sign to be per TMUTCD specifications. See TxDOT details SMD-GEN-08 & SMD-TWT-08. To include all required material, labor, and equipment to complete the work. Complete and in place.	22	EA	\$655.00	\$14,410.00
29	Furnish & Install pole mounted W10-9P sign. Sign to be per TMUTCD specifications. See TxDOT details SMD-GEN-08 & SMD-TWT-08. Sign to be installed after establishment of quiet zone. To include all required material, labor, and equipment to complete the work. Complete and in place.	22	EA	\$655.00	\$14,410.00
30	Furnish & Install pole mounted R3-2 sign. Sign to be per TMUTCD specifications. See TxDOT details SMD-GEN-08 & SMD-TWT-08. To include all required material, labor, and equipment to complete the work. Complete and in place.	10	EA	\$655.00	\$6,550.00
31	Furnish & Install pole mounted R4-7B sign. Sign to be per TMUTCD specifications. See TxDOT details SMD-GEN-08 & SMD-TWT-08. To include all required material, labor, and equipment to complete the work. Complete and in place.	16	EA	\$655.00	\$10,480.00
32	Furnish & Install standard grade railroad crossing symbol per TMUTCD specifications to include all required material, labor, and equipment to complete the work. Complete and in place.	25	EA	\$1,090.00	\$27,250.00

<i>Item No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
33	Furnish & Install 24" white striping per TMUTCD specifications entire width of travel lane to include all required material, labor, and equipment to complete the work. Complete and in place.	24	EA	\$80.00	\$1,920.00
34	Furnish & Install 4" double yellow striping per TMUTCD specifications to include all required material, labor, and equipment to complete the work. Complete and in place.	1247	LF	\$1.65	\$2,057.55
35	Furnish & Install 24" double yellow striping per TMUTCD specifications to include all required material, labor, and equipment to complete the work. Complete and in place.	100	LF	\$9.90	\$990.00
36	Furnish & Install 8"dia x 36" tall bollards. See detail w/ OM4-1 object markers per TMUTCD specifications to include all required material, labor, and equipment to complete the work. Complete and in place.	5	EA	\$500.00	\$2,500.00

STRIPING & SIGNAGE SUB-TOTAL

\$80,567.55

PROPOSED DRAINAGE IMPROVEMENTS

37	Neatly sawcut at existing R.C.B.C. and demolish and remove entirety of existing reinforced concrete headwall and wingwalls	1	LS	\$5,000.00	\$5,000.00
38	Furnish & Install 6'x3.5' R.C.B.C. extension per TxDOT detail MC-6-16 at existing culvert flowline and slope w/ 3:1 wingwalls per TxDOT detail FW-0	12	LF	\$1,250.00	\$15,000.00
39	Furnish and Install Reinforced Concrete Headwall and 3:1 Wingwalls per TXDOT Detail FW-0 to include all required material, labor, and equipment to complete the work. Complete and in place.	1	LS	\$16,000.00	\$16,000.00
40	Grade back to natural ground and hydromulch disturbed ground to include all required material, labor, and equipment to complete the work. Complete and in place.	1	LS	\$5,000.00	\$5,000.00

PROPOSED DRAINAGE IMPROVEMENTS SUB-TOTAL

\$41,000.00

BASE BID SUB-TOTAL

\$908,658.85

ALTERNATE BID

<i>Item No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
7A-8A	Mill the existing surface to remove asphalt overlay to ensure concrete to concrete connection to include all required material, labor, and equipment to complete the work. Complete and in place.	1097	SY	\$10.00	\$10,970.00
17A	Furnish & Install doweled-in monolithic concrete curb per ALT BID CONCRETE CURB "A" (SPECIAL) DETAIL. To include all required material, labor, and equipment to complete the work. Complete and in place.	3602	LF	\$20.00	\$72,040.00
18A	Furnish & Install median fill material and concrete pavers per ALT BID PAVERS ON CEMENT TREATED BASE OVER CONCRETE SLAB detail & SECTION C-C & D-D detail. To include all required material, labor, and equipment to complete the work. Complete and in place.	820	SY	\$60.00	\$49,200.00
19A	Furnish & Install 1' wide concrete median per ALT BID SECTION A-A & B-B details. To include all required material, labor, and equipment to complete the work. Complete and in place.	39	SY	\$90.00	\$3,510.00
20A	Furnish & Install concrete median nose #1 per ALT BID SECTION E-E & F-F details. To include all required material, labor, and equipment to complete the work. Complete and in place.	2	SY	\$315.00	\$630.00
21A	Furnish & Install concrete median nose #2 per ALT BID SECTION G-G & H-H details. To include all required material, labor, and equipment to complete the work. Complete and in place.	33	SY	\$225.00	\$7,425.00

**ALTERNATE BID TOTAL
(SUB 7, 8, 15 through 21, ADD 7A-8A & 15A through 21A)**

\$657,991.55

FELONY CONVICTION NOTIFICATION

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

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

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

Vendor's Name: Brazos Paving, Inc

Billy Prewitt
Authorized Company Official's Name (Printed)

5/7/21
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:

[Handwritten Signature]

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

Signature of Company Official:

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

Signature of Company Official:

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


Signature of Company Official:

CERTIFICATION OF COMPETITIVE SEALED PROPOSAL

CERTIFICATION and AUTHORIZATION:
RFP #21-019

The undersigned certifies that he has fully read and understands this "Request for Proposal" 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 CSP, that this CSP has not been prepared in collusion with any other Vendor, and that the contents of this CSP have not been communicated to any other Vendor prior to the official opening of this CSP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Contract if awarded.

By signing below, the Proposer certifies that neither the signatory, nor any co-owner of the Proposer, is related to a member of the City Council of the City of Bryan within third degree of consanguinity (blood) or within the second degree of affinity (marriage).

Signed By:  Title: V.P.

Typed Name: Billy Prewitt Company Name: Brazos Paving, Inc.

Phone No.: 979-822-7605 Fax No.: 979-823-2659

Email: b.prewitt@bp.tx.com

Proposer Address: P.O. Box 714 Bryan Tx 77806
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.: 74-2242675

Date: 5/7/21

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

TIME OF COMPLETION: The undersigned agrees to complete the work within 100 working days from the date designated by the Notice to Proceed.

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

Acknowledgement for Receipt of Addendums:

Addendum Number 1

Initial RD


Addendum Number

Initial

Addendum Number

Initial

Respectfully submitted,



(Signature)



 P.O. Box 714

(Address)

NOTE: Fill in with ink and submit complete with attached Proposal.

 Bryan, TX 77806


(City, State, Zip)

CERTIFICATION OF COMPETITIVE SEALED PROPOSAL

CERTIFICATION and AUTHORIZATION:
RFP #21-019

The undersigned certifies that he has fully read and understands this "Request for Proposal" 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 CSP, that this CSP has not been prepared in collusion with any other Vendor, and that the contents of this CSP have not been communicated to any other Vendor prior to the official opening of this CSP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Contract if awarded.

By signing below, the Proposer certifies that neither the signatory, nor any co-owner of the Proposer, is related to a member of the City Council of the City of Bryan within third degree of consanguinity (blood) or within the second degree of affinity (marriage).

Signed By:  Title: V.P.

Typed Name: Billy Prewitt Company Name: Brazos Paving, Inc.

Phone No.: 979-822-7605 Fax No.: 979-823-2659

Email: b.prewitt@bp.tx.com

Proposer Address: P.O. Box 714 Bryan Tx 77806
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.: 74-2242675

Date: 5/7/21

SPECIAL PROVISIONS

**DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE
CITY JOB NO. 332-D3-1108
RFP #21-019**

SPECIAL PROVISIONS

TABLE OF CONTENTS

<u>SECTION NUMBER</u>	<u>DESCRIPTION</u>
SP1	CITY PROJECT MANAGER
SP2	DESIGN ENGINEER
SP3	CONTRACT DOCUMENTS
SP4	MOBILIZATION AND PROJECT OVERHEAD
SP5	CONSTRUCTION PHASING / TRAFFIC CONTROL
SP6	DEMOLITION
SP7	SUBMITTALS
SP8	IDENTIFICATION OF EXISTING UTILITY CONFLICTS
SP9	RESIDENTIAL NOTIFICATION
SP10	CONTENT OF PROJECT
SP11	SOLID WASTE COORDINATION
SP12	CONTINUOUS WORKING DAYS

SPECIAL PROVISIONS

- SP1 CITY PROJECT MANAGER:** The City of Bryan's official representative shall be Sam J. Vernon, P.E.. He can be reached at P.O. Box 1000, Bryan, TX 77805, 979-209-5030.
- SP2 DESIGN ENGINEER:** The design engineer for this project is Sam J. Vernon, P.E.
- SP3 CONTRACT DOCUMENTS:** The Contract Documents are set forth in the Contract. This Project shall use the standard City of Bryan Construction Contract, Uniform General Conditions of Construction Contracts, Plans, Specifications, payment and performance bonds, and Special Conditions, if any. The Special Conditions are shown in the Project Manual and on the Construction Drawings. Should a conflict occur, the Special Conditions in the Project Manual shall be considered superior. All construction shall be in accordance with the current City of Bryan 2020 B/CS Unified Technical Specifications. **Where the specifications conflict, the more stringent shall apply.**
- SP4 MOBILIZATION AND PROJECT OVERHEAD:** The bid item "Mobilization and Project Overhead" shall include and not be limited to the following: cost to mobilize and demobilize equipment to the project site, construction surveying and staking, the cost of bonds and insurance, and all other incidental costs associated with the project.
- SP5 CONSTRUCTION PHASING/TRAFFIC CONTROL:** The Contractor is responsible for traffic control. The Contractor shall provide, as a submittal, a Traffic Control Plan sealed by a Professional Engineer Licensed in the State of Texas. The Contractor's traffic control plan and schedule shall be completed for review during the pre-construction meeting. No notice to proceed will be issued until the traffic control plan is approved through the appropriate authorities. The Contractor shall update the traffic control plan as required during construction. All traffic control shall comply with the Texas Manual of Uniform Traffic Control Devices.
- The Contractor's plan must be approved by the City Representative prior to beginning work.
- SP6 DEMOLITION:** The Contractor shall excavate and properly dispose of all material required in constructing this work. When a trench is created during the demolition of an item and the trench falls under the proposed pavement, the trench shall be backfilled with cement stabilized sand.
- SP7 SUBMITTALS:** The Contractor shall submit to the City's Project Manager for review and approval all items required in the specifications and the following items prior to beginning work:

- a. Organizational chart showing the Project Superintendent and all subcontractors planned for the project.
- b. Work Plan indicating sequence and schedule
- c. Material Storage Location(s)
- d. Subcontractors to be used if applicable
- e. Traffic Control Plan
- f. Storm Water Pollution Control Plan
- g. Concrete Mix Design
- h. Materials
- i. Residential Notification

Each submittal shall include a cover sheet with the following identifying information:

- 1. Submittal Number and Revision (beginning with Submittal No. 1, and Revision 0)
- 2. Project Name and COB Project Number
- 3. Contractor Name
- 4. Nature of Submittal: product, materials, traffic control plan, schedule, etc.
- 5. Supplier or Manufacturer of materials submitted (if applicable)
- 6. Pertinent Drawing Number (if applicable)
- 7. Pertinent Detail (if applicable)
- 8. Specification Number
- 9. Deviations (identify any deviations from the contract documents)

Submittals delivered electronically may include this information in the content of the transmittal e-mail.

SP8 IDENTIFICATION OF EXISTING UTILITY CONFLICTS: The Contractor shall excavate and identify conflicts with existing utilities at least 7 calendar days in advance of the scheduled work at the conflict location and notify the Design Engineer in writing. No change orders will be considered based on additional time or cost required for utility adjustment.

SP9 RESIDENTIAL NOTIFICATION: Prior to beginning construction, the residents and business owners within the affected work zone shall be notified by the Contractor at least 48 hours in advance. Notification shall be written and hand delivered to each residence. Notices are not to be placed in mailboxes. All written notices shall be approved by the City prior to distribution. Residents shall be similarly notified if access to their drives will be blocked. The Contractor shall accommodate special needs that residents may have such as access for handicap, etc.

SP10 CONTENT OF PROJECT: Contractor is to furnish project complete as required in the Contract Documents, including the plans and specifications. Items not specifically covered in these documents which comprise a part of the project shall be considered incidental to the project. Contractor is to consider all

incidental work necessary for a satisfactory and completed project and is to include any related costs in the original prices bid.

SP11 **SOLID WASTE CORDINATION:** Construction is not to impede weekly waste collection. Residential waste and brush & bulky service each occur once per week (not typically on the same day). The schedules are available at the City of Bryan's website www.bryantx.gov or can be reached directly at the following link <http://ims.bryantx.gov/waste/viewer.htm> or obtained through the City of Bryan's Environment Services Department.

The Contractor is to work with the City of Bryan Solid Waste Division to make certain the impact to citizens is minimized. The City may be able to schedule pickup early on particular streets so that construction delay is minimized. The Contractor is to work with the City as needed including scheduling, assisting in relocating garbage cans, etc. Whenever city garbage collection trucks are denied vehicular access to residential curb side pickup the contractor must collect the filled cans from each property and locate them in an area accessible to the collection truck prior to scheduled pickup. The Contractor must also return the empty cans that day. Cans that are not addressed are interchangeable amongst properties. The Contractor may want to note on the door hanger notifications that residential waste and brush and bulky pickup will occur on regularly scheduled days but that pick-up will occur as early as 7:00 a.m. during this time to facilitate construction.

SP12 **CONTINUOUS WORKING DAYS:** The contractor shall perform work continuously throughout the duration of the project. If weather or other unforeseen issues cause a disruption in work progress, such that no other aspect of work on the project can be completed as agreed upon by the Engineering Inspector, no administrative cost will be assigned. Otherwise, after the fifth working day without any work progression, administrative cost will be applied per the contract.

TECHNICAL SPECIFICATOINS

DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE

CITY JOB NO. 332-D3-1108

RFP #21-019

CITY OF BRYAN STANDARD SPECIFICATIONS

(not included but made part of this contract)

Available at <http://www.bcsunited.net/>

TxDOT Standard Specifications: Adopted by the Texas Department of Transportation, November 1, 2014. Standard specifications are incorporated into the contract by reference.

City of Bryan
Record of Excavation

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

Division: _____

Date of Excavation: _____

Period that the Excavation is open: (dates) _____

Specific Location: _____

Purpose: _____

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

Soil test used: _____

Visual: Layered Cohesive Granular Gravel Utilities

Water drains from sides or bottom

Manual: Plasticity Dry Strength Thumb Penetration

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

Excavation Diagram: (Include length, width, depth)

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

Competent Person in Charge of Excavation:

Signature

Date

POLICY
UTILITY INSTALLATION NOTIFICATION

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

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

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

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

The following procedure will be followed when an emergency excavation of underground facilities is required. If the emergency condition will permit notification time, city work forces and/or contractors shall notify all utility companies that an emergency condition exists that may involve underground facilities owned by the utility company. The nature, location and commencement time of the planned excavation work necessary to resolve the emergency condition will be communicated to the utility companies. The utility company or companies shall advise the agency conducting the emergency excavation of the time necessary for them to respond to a location request. City work forces and/or contractors (agencies making emergency excavation) shall not be required to delay emergency repairs for a period exceeding the time to respond indicated by the utility company or companies. In the event that the emergency condition does not provide city work forces and/or contractors time for notification, emergency work will be completed and any damage to underground facilities will be

reported to the owning utility company immediately following completion of the emergency work activity. Damage information reported to the utility company involved shall include the type of damage, location, time that the damage occurred, name of city department and/or contractor along with address and telephone number. All damage to facilities resulting from an emergency condition that did not allow notification time for underground locations will be considered the responsibility of the owning utility company.

**UTILITY INSTALLATION NOTIFICATION
CHECK-OFF LIST**

CONTRACTOR _____

PROJECT NO. / SUBDIVISION _____

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

Miscellaneous: _____

TELEPHONE NUMBERS FOR LOCATION OF CABLES & LINES

Texas One Call	811
AT&T	1-800-225-5288
Sprint	1-866-866-7509
Frontier	1-800-921-8101
Southwestern Gas Pipeline	903-536-7012
Bryan Woodbine Gathering	979-776-0121
BWOC	972-934-3800
Exxon Pipeline Company	1-800-537-5200
Energy Transfer	1-800-375-5702 or 210-404-2730
Atmos Gas	1-800-545-6005
Altice / SuddenLink	877-778-2486
Wickson Crk. Spec. Utility District	979-589-3030

WAGE SCALE

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

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

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

CRAFT	BASIC HOURLY RATES	
Reinforcing Steel Worker	14.00	
Roller Operator, Asphalt	12.78	
Roller Operator, Other	10.50	
Scraper Operator	12.27	
Servicer	14.51	
Spreader Box Operator	14.04	
Structural Steel Worker	19.29	
Traffic Signal/Light Pole Worker	16.00	
Trenching Machine Operator, Heavy	18.48	
Truck Driver - Tandem Axle Tractor w/ Semi-Trailer		12.81
Truck Driver - Lowboy/Float	15.66	
Truck Driver - Single Axle	11.79	
Truck Driver – Single or Tandem Axle Dump Truck	11.68	
Truck Driver – Off Road Hauler	11.88	
Welder	15.97	
Work Zone Barricade Servicer	11.85	

SALES TAX EXEMPTION CERTIFICATE

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

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

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

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

CONTRACTOR:

Street Address: _____ City, State, ZIP Code: _____

Description of items to be purchased or on the attached order or invoice:
All labor, materials, supplies and equipment purchased for and consumed or incorporated in the City of Bryan Construction.

Project: _____

Project Manager: _____

CIP No.: _____

Purchaser claims this exemption for the following reason:
This contract is to be performed for an exempt organization as defined by sections 11.11, 151.309, or 151.310 of the Tax Code of Texas. (Tax I.D. #1-74-6000441)

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

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

Purchaser's Signature WILLIAM SMITH	Title ASSISTANT FINANCE DIRECTOR	Date January, 2012
--	-------------------------------------	-----------------------

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

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

**CITY OF BRYAN
GENERAL PROVISIONS AND REQUIREMENTS**

I N D E X
GENERAL PROVISIONS AND REQUIREMENTS

ITEM 1 - DEFINITION OF TERMS

- 1.1 Definition of Terms
- 1.2 Abbreviations
- 1.3 Advertisement
- 1.4 Proposer
- 1.5 City
- 1.6 City Attorney
- 1.7 City Council
- 1.8 City Engineer
- 1.9 City Manager
- 1.10 City Secretary
- 1.11 Contract
- 1.12 Contractor
- 1.13 Contract Bond
- 1.14 Final Completion
- 1.15 Inspector
- 1.16 Mayor
- 1.17 Plans
- 1.18 Proposal
- 1.19 Proposal Guarantee
- 1.20 Right-of-way
- 1.21 Special Provisions
- 1.22 Specifications
- 1.23 Superintendent
- 1.24 Substantially Completed
- 1.25 Surety
- 1.26 The Work
- 1.27 Working Day
- 1.28 Calendar Day
- 1.29 Business Day

ITEM 2 - INSTRUCTIONS TO PROPOSERS

- 2.1 Proposal Form
- 2.2 Quantities in Proposal Form
- 2.3 Examination of Plans, Specifications & Site of the Work
- 2.4 Proposer Qualifications
- 2.5 Preparation of Proposal
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ITEM 1 - DEFINITION OF TERMS

- 1.1 DEFINITION OF TERMS:** Wherever the words, forms or phrases defined herein or pronouns used in their place occur in these specifications, in the contract, in the bonds, in the advertisements, or any other document or instrument herein contemplated, or to which these specifications apply or may apply, the intent and meaning shall be interpreted as follows:
- 1.2 ABBREVIATIONS:** Whenever the abbreviations defined herein occur on the Plans, in the specifications, contract, bonds, advertisement, proposal, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:
- 1.3 ADVERTISEMENT:** All of the legal publications pertaining to the work contemplated or under contract.
- 1.4 PROPOSER:** Any person, persons, partnership, company, firm, association or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.
- 1.5 CITY:** The City of Bryan, Texas, a Municipal Corporation, acting by and through (a) its governing body, or (b) its City Manager, each of whom is required by Charter to perform specific duties. Responsibility for final enforcement of contracts involving the City of Bryan is by Charter vested in the City Manager.
- 1.6 CITY ATTORNEY:** The City Attorney of the City of Bryan, Texas or the City Attorney's duly authorized assistants or agents.
- 1.7 CITY COUNCIL:** The Council of the City of Bryan, Texas.
- 1.8 CITY ENGINEER:** The City Engineer of the City of Bryan, Texas or duly authorized assistants, employees, or agents, including any inspectors, project managers, or others designated by the City Engineer to assist on the Project.
- 1.9 CITY MANAGER:** The Manager of the City of Bryan, Texas.
- 1.10 CITY SECRETARY:** The City Secretary of the City of Bryan, Texas or the City Secretary's duly authorized assistants or agents.
- 1.11 CONTRACT:** The written agreement covering the performance of the work. The contract includes the advertisement, proposal, specifications, including special provisions, Plans or working drawings and any supplemental changes or agreements pertaining to the work materials thereof, and bonds.

- 1.12 CONTRACTOR:** The person, persons, partnership, company, firm, association or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.
- 1.13 CONTRACT BOND:** The security furnished by the Contractor and Surety as a guarantee on the part of the Contractor to execute the work in accordance with the terms of the contract.
- 1.14 FINAL COMPLETION:** The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.
- 1.15 INSPECTOR:** The authorized representative of the City Engineer assigned to supervise or inspect any or all parts of the work and the materials to be used therein.
- 1.16 MAYOR:** The Mayor of the City of Bryan, Texas.
- 1.17 PLANS:** All drawings pertaining to the contract and made a part thereof, including such supplementary drawings or addenda as the City Engineer may issue in order to clarify other drawings, or for the purpose of showing changes in the work hereinafter authorized, or for showing details not shown thereon.
- 1.18 PROPOSAL:** The written statement duly filed with the Purchasing Manager by the person, persons, partnership, company, firm, association, or corporation proposing to do the work contemplated, including the approved form on which the formal bids for the work are to be prepared.
- 1.19 PROPOSAL GUARANTY:** The security designated in the advertisement and proposal, to be furnished by each Proposer as a guaranty of good faith to enter into a contract with the City and execute the required bonds for the work contemplated after the work is awarded him.
- 1.20 RIGHT-OF-WAY:** The land provided by the City upon which to construct the proposed work.
- 1.21 SPECIAL PROVISIONS:** The special clauses setting forth the conditions or requirements peculiar to the specific project involved, supplementing the standard specifications, and taking precedence over any conditions or requirements of the standard specifications with which they are in conflict.
- 1.22 SPECIFICATIONS:** The directions, provisions, and requirements contained herein or in a special specification, supplemented by such "Special Provisions" and "Supplemental Agreements" as may be issued or made pertaining to the

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

- 1.23 SUBSTANTIALLY COMPLETED:** The term "Substantially Completed" means that in the opinion of the City Engineer the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.
- 1.24 SUPERINTENDENT:** The authorized representative of the Contractor.
- 1.25 SURETY:** The corporate body which is bound with the Contractor as a guarantee of good faith on the part of the Contractor to execute the work in strict accordance with the Plans, specifications and terms of the contract.
- 1.26 THE WORK:** All work, including the furnishing of labor, materials, tools, equipment, and incidentals, to be performed by the Contractor under the terms of the contract.
- 1.27 WORKING DAY:** A working day is defined as a calendar day, not including Saturdays, Sundays or legal holidays in which weather or other conditions not under the control of the Contractor will permit the performance of the principal unit of work underway for a continuous period of not less than seven (7) hours between 7 a.m. and 6 p.m. Work on days other than a "working day" may be requested up to 48 hours in advance and requires approval by the City Engineer. If allowed, a working day will be charged and the Contractor shall pay the City for the cost of inspections services equal to \$75.00 per hour for a minimum of 4 hours.
- 1.28 CALENDAR DAY:** A calendar day includes all 7 days of the week, excluding legal holidays, under which the performance of the principal unit of work shall be

performed between the hours of 7 a.m and 6 p.m. A calendar day will be charged regardless of weather or other conditions not under the control of the Contractor, unless the City Engineer approves, in writing, a suspension of time.

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

ABBREVIATIONS

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

Table A

ITEM 2 - INSTRUCTIONS TO PROPOSERS

2.1 PROPOSAL FORM

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

- Project Data - Describes general location and work to be performed including any special concerns, the Project Budget and Planned Completion Date and/or contract days.
- Bid Proposal - An itemized list of work to be performed, materials to be furnished and the time the work is to be completed.
- Selection Criteria and Weighting
- Felony Conviction Notification Form

2.2 QUANTITIES IN PROPOSAL FORM

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

2.3 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

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

estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal is evidence that the Proposer has made the examination, investigations, and tests required herein.

2.4 PROPOSER QUALIFICATIONS

As of February 1, 2019, Proposer qualifications are established by the Contractor Registration program. A copy of the registration form and instructions on how to complete the form is included in Appendix A. Should the scope of work for these CSP documents fall outside of the construction classifications approved by the Contractor's Registration process, a "**Statement of Qualifications**" may be required. Additional qualifications would be limited to the activities not previously presented.

In that event, the Proposer must furnish sufficient written evidence that single bona fide contracts, in excess of two-thirds (2/3) of the face amount of this Proposal, have been successfully and satisfactorily completed on work of a similar nature. This evidence shall be furnished on a statement of qualifications included with the Proposal, and shall show job locations, type of projects, contract amounts and dates completed. The Proposer must also complete a felony conviction notification form for any person convicted of a felony that will be working on the project. Failure to submit this evidence shall be just cause for disqualification of the Proposal. The successful Proposer, at the discretion of the City Engineer, may be required to furnish a complete financial statement prepared and certified to by a Certified Public Accountant.

2.5 PREPARATION OF PROPOSAL

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

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

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

2.6 IRREGULAR PROPOSALS

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

2.7 PROPOSAL GUARANTY

No proposal will be considered unless it is accompanied by an acceptable Cashier's Check or acceptable Bidder/Proposer's Bond, payable unconditionally to the City of Bryan, Texas. The cashier's check or bidder/proposer's bond shall be in the amount of, not less than, that shown in the proposal instructions. All Proposals shall remain subject to acceptance for 90 business days after the day of the Proposal opening, unless the City and the Proposer mutually agree to extend past the first 90 business days, but the City may, at the City's sole discretion, release any Proposal and return the bid security before that date. The proposal guaranty is required by the City as evidence of good faith and as a guarantee that if Notice of Intent to Award the contract is issued by the City, the Proposer will execute the contract and provide required insurance within five (5) business days and will provide to City all submittals required by this contract within ten (10) business days from Notice of Intent to Award and will furnish the required Payment and Performance bonds and insurance certificates within seven (7) business days after the receipt of the fully executed contract.

2.8 FILING OF PROPOSAL

No proposal will be considered unless it is filed with the Purchasing office at 205 E. 28th Street, Bryan, Texas within the time limit for receiving proposals as stated in the advertisement. Each proposal shall be in a sealed envelope, plainly marked with the word, "Proposal", and the name or description of the project as designated in the Notice to Proposers. The proposal shall include the Proposal Form, Felony Conviction Notice, Certification and Bonds. Statement of Contractor and References may also be submitted as part of the proposal.

2.9 WITHDRAWING PROPOSALS

A Proposer may withdraw his proposal provided his request in writing to do so is in the hands of the officials indicated in the Notice to Proposers by the time set for opening of proposals. A Proposer may change the unit prices in his proposal provided his request to do so is submitted in writing and is in the hands of the Purchasing Manager prior to the time set for opening of proposals. Requests by

telephone, fax, or email for changes in bid prices or for withdrawal of proposals will not be considered.

2.10 OPENING PROPOSALS

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

2.11 DISQUALIFICATION OF PROPOSER

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

- (a) The Proposer has not submitted a Contractor's Registration packet and received a score of 70 or better prior to the date of the Proposal opening for the proposal being considered.
- (b) Reason for believing collusion exists among the Proposers.
- (c) Reasonable grounds for believing that any Proposer is interested in more than one proposal for the work contemplated.
- (d) The Proposer being interested in any litigation against the City.
- (e) The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- (f) Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, background investigation by the City, etc.
- (g) Uncompleted work that in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.
- (h) Proposals in which prices are unbalanced (disproportionately allocated among the line items).
- (i) The City of Bryan is adopting the written criteria for this project that Contractors with two (2) trench failure accidents including one (1) death resulting from trench failure in the last five (5) years will be grounds to disqualify Proposals. This disqualification is not automatic as the City reserves the right to study the corrective action and present preventative measure implied by Contractors who exceed these criteria.

ITEM 3 - AWARD AND EXECUTION OF CONTRACT

3.1 CONSIDERATION OF PROPOSALS

After proposals are opened, the proposals will be tabulated for comparison on the basis of the selection criteria shown in the proposal. Pursuant to Government Code Chapter 2269, subchapter D, the City of Bryan may enter into a contract with the Offeror meeting all the qualifications and specifications that submits the Competitive Sealed Proposal that offers the best value to the City considering the selection criteria and weighted value set forth in the request for proposals and the ranking evaluation of the proposals received. The City of Bryan reserves the right to accept or reject any or all Proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City**. Causes for rejection of a proposal may include but shall not be limited to the Proposer's current violation of any City ordinance, the Proposer's current inability to satisfactorily perform the work or service, or the Proposer's previous failure to properly and timely perform its obligations under a contract with the City. Proposers may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the City; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guaranty **(if Bid Bond required)**; or 6) Unauthorized alteration of bid form. City reserved the right to waive any minor informality or irregularity.

All Proposers are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the Proposer as it relates to the ability to perform the contract for the City of Bryan, the delivery date, the reputation of the Proposer and the Proposer's goods or services, the quality of the Proposer's goods or services, the Proposer's past performance under contracts with the City of Bryan, and the Proposer's compliance with City ordinances. The City of Bryan may conduct reference checks as needed to evaluate Proposals. The Contractor will be required to submit a list of 5 references with each proposal. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Proposer.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible, which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for proposals. Any manufacturer's names,

trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the Proposer product any less usable for the purpose for which it is intended.

3.2 AWARD OF CONTRACT

The City shall award the Proposal to obtain the best value to the City. Proposals will be reviewed for quality and completeness. These proposals will be scored by the selection committee based on the scoring criteria listed in the Request for Competitive Sealed Proposals. The City's determination of best value determination may be based on a number of factors including but not limited to the following:

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

3.3 RETURN OF PROPOSAL GUARANTY

As soon as proposal prices have been tabulated for comparison of Proposals, the City may, at its discretion, return the proposal guaranties accompanying the proposals which, in its judgment, would not be considered in the award; all other proposal guaranties will be retained by the City until the required contract and

bonds have been executed, after which they will be returned. No proposal guaranties will be returned until at least two business days shall have elapsed from time of opening proposals.

3.4 PERFORMANCE AND PAYMENT BONDS

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

A Performance Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract exceeds \$100,000).

A Payment Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract amount exceeds \$50,000).

The successful proposer will be required to furnish performance and payment bonds, if required as stated above, in the contract amount on the approved formed attached hereto this RFP, the Project specifications, or the latest edition issued with the contract at the time of award. The bonds must be issued by one or more corporate sureties authorized to do business in Texas as acceptable to the City. All Bonds for values in excess of \$100,000 shall be issued by Sureties that are a holder of certificate from the US Secretary of the Treasury or had reinsured the amount in excess of \$100,000 by a reinsurer holding such certificate.

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

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

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

If the Contract is for \$50,000 or less and no performance or payment bond is furnished, the City hereby notifies the Proposer that no money will be paid to the

contractor until completion and acceptance of the work or fulfillment of the purchase obligation to the City.

If the Contract is \$25,000 or less, no performance or payment bond will be required and the City hereby notifies the Proposer that no money will be paid to the contractor until completion and acceptance of the work or fulfillment of the purchase obligation to the City.

3.5 EXECUTION OF CONTRACT

The person or persons, partnership, company, firm, association, or corporation to whom a Notice of Intent to Award a contract is provided shall, within five (5) business days after such notice, sign the necessary agreements and return two (2) originals to the City with required insurance attached. No contract shall be binding on the City until it has been attested by the City Secretary, approved as to form by the City Attorney, executed for the City by the designated City representative, and delivered to the Contractor.

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

3.6 FAILURE TO EXECUTE CONTRACT

The City of Bryan reserves the right to retain any bid bond, not as a penalty but as liquidated damages, in the event the Proposer withdraws its Proposal after the proposals are opened and before official rejection of the Proposal by the City, or, if after receipt of a Notice of Intent to Award the contract, the successful Proposer fails to enter into the contract, fails to provide required submittals, or fails to furnish satisfactory performance and payment bonds within timeframes specified.

3.7 COMMENCEMENT OF WORK

The Contractor shall not commence work until notified in writing in a Notice to Proceed by the City Engineer. A Notice to Proceed will not be issued by the City Engineer until a signed contract, required insurance documents, and Performance and Payment Bonds are received by the City.

ITEM 4 - SCOPE OF WORK

4.1 INTENT OF PLANS AND SPECIFICATIONS

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

4.2 SPECIAL PROVISIONS

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

4.3 INCREASED OR DECREASED QUANTITIES OF WORK

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

4.4 ALTERATION OF PLANS AND SPECIFICATIONS

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

4.5 EXTRA WORK

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

4.6 STORMWATER POLLUTION PREVENTION

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

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

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

4.7 FINAL CLEANUP

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

ITEM 5 - CONTROL OF THE WORK

5.1 AUTHORITY OF THE CITY ENGINEER

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

5.2 CONFORMITY WITH PLANS

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

5.3 EXISTING STRUCTURES

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

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

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

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

5.4 COORDINATION OF PLANS, SPECIFICATIONS, PROPOSAL AND SPECIAL PROVISIONS

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

5.5 COOPERATION OF CONTRACTOR

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

5.6 CONSTRUCTION STAKES

The City Engineer will furnish the Contractor with all grades, lines and measurements necessary for proper prosecution and control of the work. It shall be the responsibility of the Contractor to provide and maintain all construction staking on this project necessary for the proper performance and control of the work. This work is to be performed under the direct supervision of a Registered

Public Land Surveyor, licensed in the State of Texas. Certified cut sheets must be provided to the City Engineer before commencing work. All costs associated with surveying shall be subsidiary to the various items of work.

5.7 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors will be authorized to inspect all work done and all materials furnished. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector will have authority to reject materials or suspend work until the question at issue can be referred to and decided by the City Engineer. The Inspector will not, however, be authorized to revoke, alter, enlarge, or release any requirement of these specifications, not to approve or accept any portion of work, nor to issue instructions contrary to the Plans and specifications. He will in no case act as foreman, nor perform other duties for the Contractor, nor interfere with the management of the work.

5.8 PROJECT SAFETY

The Contractor will adhere to all safety rules and regulations pertaining to trenching and excavation work as stated in the OSHA standard 29CFR 1926, Subpart P, Excavation.

Texas Health and Safety Code, Title 9, Subtitle A, Chapter 756, Subchapter C, 756.021, 756.022 and 756.023 are also applicable while performing trench and excavation work as a part of this contract.

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

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

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

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

5.9 INSPECTION

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

5.10 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work, which has been rejected or condemned, shall be repaired or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grades having been given, work done beyond the lines or not in conformity with the grades shown on the Plans or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor's risk, and will be considered unauthorized, and at the option of the City Engineer may not be measured and paid for, and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the City Engineer, the City Engineer will, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due to the Contractor.

5.11 FINAL INSPECTION

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

5.12 PUNCH LIST INSPECTION

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

of publication of the list, the City may use the retainage held from the Contractor to complete the items on the list.

5.13 RECORD DRAWINGS

The Contractor shall furnish to the City, one set of clean, red-lined record drawings showing as-built conditions such as elevations, depth of bury for all utility lines, any deviations from contract drawings, etc. prior to final acceptance of the project. The cost of providing "Record Drawings" will be subsidiary to the various items of work. Final retainage will not be released until all required documents have been delivered and all changes have been incorporated. Record Drawings should contain certifications by the contractor and the engineer as follows:

The "record" drawings shall be prepared by the design engineer, under the guidance of the contractor, and shall bear a certification from the design engineer on the cover sheet as follows:

"(Date) _____ To the City of Bryan:

I certify that the improvements shown in this set of plans reflect any revisions of design of which I authorized, and/or any and all field changes of which I am aware."

The certification shall be executed by, and shall bear the seal and original signature of the professional engineer licensed in the state at the date of such certification.

The cover sheet shall also bear a certification from the general contractor as follows:

"(Date) _____ To the City of Bryan:

I certify that the improvements shown on in this set of plans were actually built, and that said improvements were built according to these plans. I further certify, to the best of my knowledge, that the materials of construction and sizes of manufactured items, if any, are stated correctly hereon."

ITEM 6 - CONTROL OF MATERIALS

6.1 SOURCE OF SUPPLY OF MATERIALS

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

6.2 SAMPLES AND TESTS OF MATERIALS

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

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

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

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

6.3 STORAGE OF MATERIALS:

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the City Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and

located so as to facilitate prompt inspection. If material is stored on private property, the Contractor will provide the City Engineer with written approval of the property owner. No materials shall be stored within the limits of the FEMA regulated 100 year floodplain.

6.4 DEFECTIVE MATERIALS

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

6.5 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

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

6.6 PRODUCT SUBMITTALS

The Contractor shall provide product submittals as applicable and as outlined in the technical specifications for each project. These submittals are due to the City within ten (10) business days of receiving a Notice of Intent to Award the contract. These may include but are not limited to the following:—

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

ITEM 7 - LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

7.1 LAWS TO BE OBSERVED

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

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

7.2 BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS

The Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Contractor shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

7.3 PERMITS AND LICENSES

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

7.4 STATE AND CITY SALES TAXES

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

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

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

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

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

Services: Services are those items that are not tax exempt and are items used by the Contractor but that are not physically incorporated into the City's facility and/or are items which are consumed by construction. Services include, but are not limited to items, such as supplies, tools, concrete form, scaffolding, temporary storage buildings, the purchase or rental or lease of equipment, skill and labor, etc.

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

7.5 PATENTED DEVICES, MATERIALS AND PROCESSES

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

indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

7.6 SANITARY PROVISIONS

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

7.7 PUBLIC CONVENIENCE AND SAFETY

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

The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four hours notice in writing to the Contractor, save in cases of emergency, when it shall have the right to remedy any neglect without notice; and in either case, the cost of such work done by the City shall be deducted from monies due or to become due the Contractor. The Contractor shall notify the City Engineer when any street is closed or obstructed and when directed by the City Engineer shall keep any street or streets in condition for unobstructed use by the fire apparatus. Where the Contractor is required to construct temporary bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures for such crossings.

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

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

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

7.9 RAILWAY CROSSINGS

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

7.10 BARRICADES, LIGHTS AND WATCHMEN

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

work under construction. The Contractor shall furnish watchmen in sufficient number to protect the work.

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

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

7.11 CONFINED SPACE ENTRY

The Contractor shall verify that safe working conditions are maintained for all confined space entries in accordance with OSHA 29CFR 1910.146 "Permit Required Confined Spaces", ANSI Z117.1 "Safety Requirements for Confined Spaces" and NIOSH 80-106 "Criteria for a Recommended Standard: Working in Confined Spaces". All confined spaces must be evaluated as either permit required or low hazard permit spaces by a person knowledgeable in these regulations before entry.

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

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

7.12 USE OF EXPLOSIVES

The use of explosives is prohibited on City Projects.

7.13 PROTECTION AND RESTORATION OF PROPERTY

Where the work passes over or through private property, the City will provide the necessary right-of-way. The Contractor shall not enter upon private property for

any purpose without having previously obtained permission from the property owner. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to, all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer, and gas lines, to all conduits, to all overhead pole lines, and appurtenances thereof; and to all other public or private property, along or adjacent to the work. The Contractor shall notify the proper representatives of any public utility, corporation, any company or individual, not less than forty-eight hours in advance of any work which might damage or interfere with the operation of their or his property along or adjacent to the work. The Contractor shall be responsible for all damages or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner of executing the work, or due to his non-execution of the work, or any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted.

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

7.14 RESPONSIBILITY FOR DAMAGE CLAIMS (INDEMNIFICATION)

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION INCLUDING ATTORNEY'S FEES, EXPENSES BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, BY OR FROM THE SAID CONTRACTOR OR HIS EMPLOYEES OR BY OR IN CONSEQUENCE OF ANY NEGLIGENCE IN SAFEGUARDING THE WORK OF THROUGH THE USE OF UNACCEPTABLE MATERIALS IN CONSTRUCTING THE WORK, OR BY OR ON ACCOUNT OF ANY ACT OR OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, OR BY OR ON ACCOUNT OF ANY CLAIMS OF AMOUNTS RECOVERED UNDER THE WORKMEN'S COMPENSATION LAW OR ANY OTHER LAW,

ORDINANCE, ORDER OR DECREE, AND SO MUCH OF THE MONEY DUE THE SAID CONTRACTOR UNDER AND BY VIRTUE OF HIS CONTRACT AS SHALL BE CONSIDERED NECESSARY BY THE CITY MAY BE RETAINED FOR THE USE OF THE CITY, OR IN CASE NO MONEY IS DUE, HIS SURETIES SHALL BE HELD UNTIL SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURY OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THE EFFECT FURNISHED THE CITY. CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE REGARDLESS OF WHETHER THE INJURY OF DAMAGE IS CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), OR EMPLOYEES.

7.15 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

7.16 USE OF A SECTION OR PORTION OF THE WORK

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

7.17 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

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

7.18 NO WAIVER OF LEGAL RIGHTS

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

7.19 CONTRACTOR'S INSURANCE

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to the City a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected**.

The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. **Workers' Compensation Insurance & Employers' Liability Insurance** – Contractor shall maintain Workers Compensation Insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.
- B. **Commercial General Liability Insurance** – Contractor shall maintain Commercial General Liability with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. Commercial General Liability shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an

insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employees shall be listed as an additional insured.

- C. **Business Automobile Liability Insurance** – Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.
- D. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure “True Follow Form” basis.
- E. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City. 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.
- F. **Subcontractor’s Insurance** - If the Contractor’s insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- G. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-VI or better by AM Best Insurance Rating,
- H. **Evidence of Insurance** - A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within ten (10) business days by the successful Contractor’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City. See Attachment D for insurance example.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to the City at the following address:

City of Bryan

Attn: Risk Management Department
P.O. Box 1000
Bryan, TX 77805
Emailed to: lward@bryantx.gov & gmatter@bryantx.gov

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- I. **Notice of Cancellation, Non-Renewal, Material Change, Exhaustion of Limits** - Contractor must provide minimum 30 days prior written notice to the City of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified 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 to withhold payment to Contractor until coverage is reinstated.
- J. **Contractor's Failure to Maintain Insurance** - If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.
- K. **No Representation of Coverage Adequacy** - 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 under the Contract.

INDEMNIFICATION:

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION INCLUDING ATTORNEY'S FEES EXPENSES BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, BY OR FROM THE SAID CONTRACTOR OR HIS EMPLOYEES OR BY OR IN CONSEQUENCE OF ANY NEGLIGENCE IN SAFEGUARDING THE WORK, OR THROUGH THE USE OF UNACCEPTABLE MATERIALS IN CONSTRUCTION OF THE WORK, OR BY OR ON ACCOUNT OF ANY ACT OR OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, OR BY OR ON ACCOUNT OF ANY CLAIMS OF AMOUNTS RECOVERED UNDER THE WORKMEN'S COMPENSATION LAW OR ANY OTHER LAW, ORDINANCE, ORDER OR DECREE, AND SO MUCH OF THE MONEY DUE THE SAID CONTRACTOR UNDER AND BY VIRTUE OF THIS CONTRACT AS SHALL BE CONSIDERED NECESSARY BY THE CITY MAY BE RETAINED FOR THE USE OF THE CITY, OR IN CASE NO MONEY IS DUE, HIS

SURETIES SHALL BE HELD UNTIL SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURY OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THAT EFFECT FURNISHED THE CITY. CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

7.20 ANTITRUST

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

ITEM 8 - PROSECUTION AND PROGRESS

8.1 SUBLETTING THE WORK

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

8.2 ASSIGNMENT OF CONTRACT

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

8.3 PROSECUTION OF THE WORK

The Contractor shall begin the work to be performed under the contract within fifteen (15) calendar days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall notify the City Engineer at least twenty-four (24) hours before beginning work at any point. He shall not open up work to the detriment of work already begun. The beginning,

sequence, and prosecuting of the work shall be governed by the orders of the City Engineer, and the Contractor shall conduct his operations so as to impose a minimum interference to the public. The Contractor shall be required to attend construction progress meetings as scheduled by the City Engineer throughout the construction of this project. The City Engineer may require these meetings as often as necessary to facilitate communication and coordination between the owner and Contractor. Before the beginning of construction and at each progress meeting, the Contractor shall submit to the City Engineer a detailed construction and sequence schedule for review. The work plan shall be continually updated and detailed enough so that the City Engineer can determine potential effects on traffic, construction signing, and the overall project schedule.

8.4 LIMITATION OF OPERATIONS

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

8.5 CHARACTER OF WORKMEN AND EQUIPMENT

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

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

8.6 COMPUTATION OF CONTRACT TIME FOR COMPLETION

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

The City Engineer will furnish the Contractor a monthly statement on forms furnished by the City, showing number of working days charged during the month, total number of working days allowed in contract, and the working days

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

8.7 SUBSTANTIAL COMPLETION

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

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

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

8.8 FINAL COMPLETION

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

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

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

8.9 FAILURE TO COMPLETE ON TIME

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

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

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

As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City Engineer, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may

permanently withhold from the Contractor's total compensation the sum as shown on the table above for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as administrative costs incurred by the City as a result of the Contractor's delay. It is specifically understood that the assessment of administrative costs may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

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

8.10 SUSPENSION BY COURT ORDER

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

8.11 TEMPORARY SUSPENSION

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

8.12 SUSPENSION OF WORK AND ANNULMENT OF CONTRACT

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

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

- (b) Work on the project is being performed by subcontractors not registered under the Contractor's Registration program.
- (c) Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified time.
- (d) Failure of the Contractor to provide sufficient and proper equipment for properly executing the work.
- (e) Substantial evidence that the Contractor has abandoned the work.
- (f) Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work.
- (g) Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the City Engineer as provided for in these specifications.
- (h) Failure of the Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the City Engineer.
- (i) Substantial evidence of collusion for the purpose of illegally obtaining a contract or perpetrating fraud on the City in the construction of work under contract.

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City shall designate, whereupon the sureties may at their option assume the contract or that portion thereof which the City has ordered the Contractor to discontinue, and may perform the same or may, with the written consent of the City, sub-let the work or that portion of the work so taken over, provided, however, that the sureties shall exercise their option within 15 days after the written notice to discontinue the work has been served upon the Contractor and upon the sureties or their agents. The sureties in such event shall assume the Contractor's place in all respects, and shall be paid by the City for all work performed by them in accordance with the terms of the contract. All monies remaining due the Contractor at the time of his default shall thereupon become due and payable to the sureties as the work progresses, subject to all terms of the contract. In case the sureties do not, within the herein above specified time, exercise their right and option to assume the contract or that portion thereof which the City has ordered the Contractor to discontinue, then the City shall have the power to complete by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary, and the Contractor hereto agrees that the City shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of

every kind provided by the Contractor for the purpose of this work and to procure other tools, equipment and materials for the completion of the same, and to charge to the account of the Contractor the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due the Contractor under and by virtue of the contract or any part thereof. The City shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the Contractor, then in such case the City may pay to the Contractor the difference in the cost, provided that the Contractor shall not be entitled to any claim for damages or for loss of anticipated profits. In case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, then the Contractor and his sureties shall pay the amount of such excess to the City on notice from the City of the excess due. When any particular part of the work is being carried on by the City by contract or otherwise under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the contract, and in such manner as in no wise to hinder or interfere with the performance of workmen employed as above provided by the City.

8.13 TERMINATION OF CONTRACT

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

ITEM 9 - MEASUREMENT AND PAYMENT

9.1 MEASUREMENT OF QUANTITIES

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

9.2 SCOPE OF PAYMENT

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

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

9.3 PAYMENT FOR EXTRA WORK

The extra work done by the Contractor and authorized and approved by the City Engineer will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full for all labor, materials, tools, equipment and incidentals and all

superintendents and timekeepers services, all insurance, bond and all other overhead expense incurred in the prosecution of the extra work. Payment for extra work will be made by one of the following methods:

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

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

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

9.4 PARTIAL ESTIMATES

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

9.5 FINAL ACCEPTANCE

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

9.6 FINAL PAYMENT

Whenever the improvements provided for by the contract shall have been completely performed on the part of the Contractor as evidenced by the City Engineer in the Letter of Acceptance, a final estimate showing the value of the work will be prepared by the City Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate less any sums previously paid under the provisions of the contract, will be paid the Contractor within thirty (30) days after final acceptance provided the Contractor has furnished the City satisfactory evidence that all sum of money due for any labor, materials, apparatus, fixtures, or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment. The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall release the City from all claims and liabilities under the contract or for any act or neglect of said City relating to or connected with the contract.

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

9.7 GUARANTEE OF WORK

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, INSURER A-F

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Bryan shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER: City of Bryan, Attn: Risk Management Department, P.O. Box 1000, Bryan, Tx 77805. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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CONTRACT

THE STATE OF TEXAS }
COUNTY OF BRAZOS }

THIS MEMORANDUM OF AGREEMENT this day made and entered into by and between the City of Bryan, a Municipal Corporation, and Brazos Paving Inc. "Contractor",

WITNESSETH

1.

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

DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE

CITY JOB NO. 332-D3-1108

for the not to exceed sum of **six-hundred and fifty-seven thousand, nine-hundred and ninety-one dollars and fifty-five cents (\$ 657,991.55).**

2.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a work order of the City Engineer, and to complete fully all work hereunder within 100 working days thereafter. The Contractor further agrees to pay as administrative costs the sum of \$700 for each consecutive calendar day used over and above the above mentioned work time.

3.

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

4.

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

5.

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

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

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

Approved as to Form:	Party of the First Part CITY OF BRYAN, TEXAS Approved:
_____	BY: _____
Janis Hampton – City Attorney	Andrew Nelson - Mayor
Prepared and Recommended:	Attest:
_____	_____
W. Paul Kaspar, P.E. – City Engineer	Mary Lynne Stratta – City Secretary
Approved for Processing:	Party of the Second Part (CONTRACTOR)
_____	BY: _____
Jayson Barfknecht, P.E., Ph.D. Director of Public Works	President
Approved for Council:	Attest:
_____	_____
Kean Register – City Manager	Witness

Bond No. _____

PERFORMANCE BOND

**STATE OF TEXAS
COUNTY OF**

KNOW ALL MEN BY THESE PRESENTS That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Bryan of Brazos County, Texas (Owner), in the penal sum of _____

(\$_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

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

DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE

CITY JOB NO. 332-D3-1108

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

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in

anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Brazos County, Texas.

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

Principal

Surety

By: _____

Title: _____

Title: _____

Title: _____

Address: _____

Address: _____

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

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

Bond No. _____

PAYMENT BOND

**STATE OF TEXAS
COUNTY OF**

KNOW ALL MEN BY THESE PRESENTS That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Bryan of Brazos County, Texas (Owner), in the penal sum of _____

_____ (\$_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

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

DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE

CITY JOB NO. 332-D3-1108

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

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

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

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

work to be performed thereunder. Performable and enforceable in Brazos County, Texas.

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

Principal

Surety

By: _____

Title: _____

Title: _____

Title: _____

Address: _____

Address: _____

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

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

mechanic's lien rights connected with the construction of the Project, conditioned on the actual payment or collection if payment is made by check or draft.

CONTRACTOR further agrees and understands that if any BILLS, for any items, which CONTRACTOR is responsible for as shown in the Contract, are presented after the signing of this Final Bills Paid Affidavit, then CONTRACTOR will be liable for prosecution by law, as well as remaining financially responsible for full payment of ANY and ALL BILLS.

CONTRACTOR further understands that this Final Bills Paid Affidavit is being given pursuant to and in accordance with Sections 53.085 of the Texas Property Code and that the intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.

CONTRACTOR further agrees, by the signing of the Final Bills Paid Affidavit, that this statement is true and correct, and that this AFFIDAVIT may be used against CONTRACTOR in any and all proceedings at law, civil or criminal.

CONTRACTOR Signature:

If D/B/A, Show Business Name:

TITLE:

Sworn to and subscribed before me this _____ day of _____,
202__.

Notary Public in and for the State of Texas

My Commission Expires: _____

APPENDIX A

BRAZOS PAVING INC (BPI) PROPOSAL

Bid or
Proposal
Bond

Westfield Insurance Company

Westfield GroupSM One Park Circle, P O Box 5001
Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, that we, Brazos Paving, Inc., P. O. Box 714, Bryan, TX 77806

_____ as Principal, and
the WESTFIELD INSURANCE COMPANY, an Ohio Corporation, with its principal office at Westfield Center, Ohio,
as Surety, are held and firmly bound unto City of Bryan, 205 E. 28th Street, Bryan, TX, 77806

_____, as Obligee, in
the penal sum of 5% of Amount Bid DOLLARS,

lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Downtown Railroad Quiet Zone:

Phase One; City Job No. 332-D3-1108; RFP# 21-019;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a contract
and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety shall pay the
Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered into in good
faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the Principal, then this
obligation shall be void; otherwise it shall remain in full force and effect.

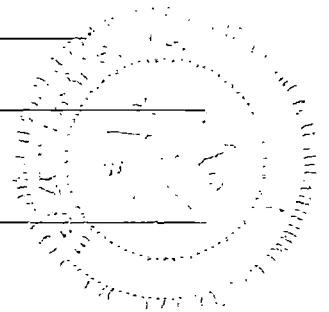
SIGNED this 7th day of May, 2021

Brazos Paving, Inc.

Principal

By: 

Billy Trewitt, V.P.



Westfield Insurance Company

By: 

Brenda Newman

Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/28/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220702 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JAMES R. JACKSON, SHERI L. PINCHBACK, BRENDA NEWMAN, LISA MARROQUIN, JOINTLY OR SEVERALLY

of WACO and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 28th day of MAY A.D., 2020.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 28th day of MAY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of May, 2021



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

DATE: 04/23/21

ADDENDUM NO. 01

Addendum to City of Bryan Request for Bid No. 21-019

“Downtown Railroad Quiet Zone: Phase One”

Please be advised of the following clarifications, additions, deletions and/or changes to RFP No. 21-019 are hereby made a part of the bid documents for the above referenced project as full and as completely as though the same were included therein.


Q1: Why would you have a project of this size set up as a request for proposal? Other than a schedule or value engineering, the information has been submitted in the "Contractors Registration Packet". This is a redundant and onerous process and is still based on a subjective decision as stated in the "Proposal Selection Criteria" under the "Evaluation Process".

A1: This project is being posted as a Request for Proposals (RFP) to better evaluate the experience and qualifications of potential bidders for this project and select a qualified contractor that demonstrates their knowledge of and experience with the specific scope of this project, especially as it relates to work performed in and around the railroad right-of-way and their infrastructure. The Proposal Selection Criteria was minimized to focus on cost, schedule, railroad experience and contractor personnel assigned to the project in order to provide further details on the contractor's suitability for this specific project, and allows the City to select the highest ranked contractor for this work in lieu of only evaluating the lowest construction cost. We tried to not request much information that was already submitted with Contractor Registration Program. The revised Selection Criteria associated with this addendum now reflects an opportunity for a Contractor to receive more points based on any acceptable substitutions to the project material, methods, and/or work sequence. Please see sections under Items A and B related to "Value Engineering".

ATTACHMENTS: RFP-Selection Criteria

END OF ADDENDUM

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


Vendor Acknowledgement Signature

Terri Cochran
Terri Cochran, Buyer
City of Bryan – Purchasing

Purchasing Department
205 E 28th Street • Bryan, TX 77803
(979) 209-5505



Franchise Tax Account Status

As of : 05/07/2021 13:14:09

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

BRAZOS PAVING, INC.	
Texas Taxpayer Number	17422426753
Mailing Address	PO BOX 714 BRYAN, TX 77806-0714
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	08/23/1982
Texas SOS File Number	0061947300
Registered Agent Name	BILLY PREWITT
Registered Office Street Address	7601 HIGHWAY 21 WEST BRYAN, TX 77807



EMPLOYEE OWNED

PHONE: 979-822-7605

FAX: 979-823-2659

MAILING ADDRESS:

P.O. Box 714
Bryan, TX 77806

PHYSICAL ADDRESS:

7601 Hwy 21 West
Bryan, TX 77807

**PROPOSER
QUALIFICATIONS
&
BID PROPOSAL**

**PROJECT NAME: CITY OF BRYAN QUIET ZONE
PHASE 1**

PROPOSAL No. 21-019

TO THE CITY OF BRYAN
BRYAN, TEXAS

COMPETITIVE SEALED PROPOSAL

DATE: 5/7/21

Proposal of BRAZOS PAVING, INC.

a corporation organized and existing under the laws of the State of TEXAS ;

or a partnership consisting of _____ ;

or an individual trading as _____ ;

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

The undersigned further agree to execute the Standard City of Bryan Construction Contract, of which this proposal, the general conditions, the plans, specifications, special provisions, payment and performance bonds, and advertisements are a part, within 5 business days from the date of Notice of Intent to Award this proposal. The undersigned further agree to provide the City all submittals required by this contract within ten (10) business days from Notice of Intent to Award, and agree to provide to the City executed Performance and Payment bonds within seven (7) business days after City Council Award of Contract. In case the undersigned fails to meet the above obligations within the specified times, the undersigned will be considered as having abandoned it, and the Cashier's Check or Bidder/Proposer's Bond in the amount of five percent (5%) of the total amount proposal of _____ (\$ _____) Dollars accompanying this proposal will be forfeited to the City of Bryan, Texas, by reason of such failure on the part of the undersigned. All proposals shall be accompanied by a bid/proposal bond in the amount of five percent (5%) of the total proposal amount payable to the City of Bryan, from a surety company authorized to do business in Texas as a guarantee that the proposer will fulfill the above-mentioned obligations. The bond must bear the impressed seal of the surety company and the name of the proposer, and be signed by the proposer and an authorized representative of the surety company. Powers of attorney must be attached to the bid/proposal bond.

The undersigned further agree that the proposal guaranty may be retained by the City of Bryan, Texas provided the undersigned is one of the three highest ranked proposers, and that said proposal guaranty shall remain with the City of Bryan until the contract has been signed by the successful proposer; otherwise, proposal guaranty may be obtained from the City Purchasing Department after forty-eight hours from the time of opening the CSPs.

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

CITY OF BRYAN
DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE
CITY JOB NO. 332-D3-1108
RFP # 21-019

Item No.	Description	Quantity	Unit	Unit Price	Extension
27	Furnish and Install detectable warning pavers min. 6' from the edge of the nearest rail edge to match sidewalk width per B/CS Standard Details (typical) to include all required material, labor, and equipment to complete the work. Complete and in place.	9	EA	400.-	3,600.-

PROPOSED SURFACE IMPROVEMENTS SUB-TOTAL

409,681.-

STRIPING & SIGNAGE

28	Furnish & Install pole mounted W10-1 sign. Sign to be per TMUTCD specifications. See TxDOT details SMD-GEN-08 & SMD-TWT-08. To include all required material, labor, and equipment to complete the work. Complete and in place.	22	EA	655.-	65 ^{BP} 14,410.-
29	Furnish & Install pole mounted W10-9P sign. Sign to be per TMUTCD specifications. See TxDOT details SMD-GEN-08 & SMD-TWT-08. Sign to be installed after establishment of quiet zone. To include all required material, labor, and equipment to complete the work. Complete and in place.	22	EA	655.-	14,410.-
30	Furnish & Install pole mounted R3-2 sign. Sign to be per TMUTCD specifications. See TxDOT details SMD-GEN-08 & SMD-TWT-08. To include all required material, labor, and equipment to complete the work. Complete and in place.	10	EA	655.-	6,550.-
31	Furnish & Install pole mounted R4-7B sign. Sign to be per TMUTCD specifications. See TxDOT details SMD-GEN-08 & SMD-TWT-08. To include all required material, labor, and equipment to complete the work. Complete and in place.	16	EA	655.-	10,480.-
32	Furnish & Install standard grade railroad crossing symbol per TMUTCD specifications to include all required material, labor, and equipment to complete the work. Complete and in place.	25	EA	1,090.-	27,250.-
33	Furnish & Install 24" white striping per TMUTCD specifications entire width of travel lane to include all required material, labor, and equipment to complete the work. Complete and in place.	24	EA	80.- 5.50 ^{BP}	1,920.- 132.- ^{BP}
34	Furnish & Install 4" double yellow striping per TMUTCD specifications to include all required material, labor, and equipment to complete the work. Complete and in place.	1247	LF	1.65	2,057.55
35	Furnish & Install 24" double yellow striping per TMUTCD specifications to include all required material, labor, and equipment to complete the work. Complete and in place.	100	LF	9.90	990.-
36	Furnish & Install 8" dia x 36" tall bollards. See detail w/ OM4-1 object markers per TMUTCD specifications to include all required material, labor, and equipment to complete the work. Complete and in place.	5	EA	500.-	2,500.-

STRIPING & SIGNAGE SUB-TOTAL

80,567.55
~~78,779.55~~^{BP}

CITY OF BRYAN
DOWNTOWN RAILROAD QUIET ZONE: PHASE ONE
CITY JOB NO. 332-D3-1108
RFP # 21-019

Item No. Description Quantity Unit Unit Price Extension

PROPOSED DRAINAGE IMPROVEMENTS

37	Neatly sawcut at existing R.C.B.C. and demolish and remove entirety of existing reinforced concrete headwall and wingwalls	1	LS	5,000.-	5,000.-
38	Furnish & Install 6'x3.5' R.C.B.C. extension per TxDOT detail MC-6-16 at existing culvert flowline and slope w/ 3:1 wingwalls per TxDOT detail FW-0	12	LF	1,250.-	15,000.-
39	Furnish and Install Reinforced Concrete Headwall and 3:1 Wingwalls per TxDOT Detail FW-0 to include all required material, labor, and equipment to complete the work. Complete and in place.	1	LS	16,000.-	16,000.-
40	Grade back to natural ground and hydromulch disturbed ground to include all required material, labor, and equipment to complete the work. Complete and in place.	1	LS	5,000.-	5,000.-

PROPOSED DRAINAGE IMPROVEMENTS SUB-TOTAL

41,000.-

BASE BID SUB-TOTAL

~~906,870.85~~

908,658.85

ALTERNATE BID

7A-8A	Mill the existing surface to remove asphalt overlay to ensure concrete to concrete connection to include all required material, labor, and equipment to complete the work. Complete and in place.	1097	SY	10.-	10,970.-
17A	Furnish & Install doweled-in monolithic concrete curb per ALT BID CONCRETE CURB "A" (SPECIAL) DETAIL. To include all required material, labor, and equipment to complete the work. Complete and in place.	3602	LF	20.-	72,040.-
18A	Furnish & Install median fill material and concrete pavers per ALT BID PAVERS ON CEMENT TREATED BASE OVER CONCRETE SLAB detail & SECTION C C & D-D detail. To include all required material, labor, and equipment to complete the work. Complete and in place.	820	SY	60.-	49,200.-
19A	Furnish & Install 1' wide concrete median per ALT BID SECTION A-A & B-B details. To include all required material, labor, and equipment to complete the work. Complete and in place.	39	SY	90.-	3,510.-
20A	Furnish & Install concrete median nose #1 per ALT BID SECTION E-E & F-F details. To include all required material, labor, and equipment to complete the work. Complete and in place.	2	SY	315.-	630.-
21A	Furnish & Install concrete median nose #2 per ALT BID SECTION G-G & H-H details. To include all required material, labor, and equipment to complete the work. Complete and in place.	33	SY	225.-	7,425.-

ALTERNATE BID TOTAL

(SUB 7, 8, 15 through 21, ADD 7A-8A & 15A through 21A)

- 250,667.30

FELONY CONVICTION NOTIFICATION

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

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

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

Vendor's Name: Brazos Paving, Inc

Billy Prewitt
Authorized Company Official's Name (Printed)

5/7/21
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:

[Signature]

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

Signature of Company Official:

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

Signature of Company Official:

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


Signature of Company Official:

CERTIFICATION OF COMPETITIVE SEALED PROPOSAL

CERTIFICATION and AUTHORIZATION:
RFP #21-019

The undersigned certifies that he has fully read and understands this "Request for Proposal" 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 CSP, that this CSP has not been prepared in collusion with any other Vendor, and that the contents of this CSP have not been communicated to any other Vendor prior to the official opening of this CSP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Contract if awarded.

By signing below, the Proposer certifies that neither the signatory, nor any co-owner of the Proposer, is related to a member of the City Council of the City of Bryan within third degree of consanguinity (blood) or within the second degree of affinity (marriage).

Signed By:  Title: V.P.

Typed Name: Billy Prewitt Company Name: Brazos Paving, Inc.

Phone No.: 979-822-7605 Fax No.: 979-823-2659

Email: b.prewitt@bp.tx.com

Proposer Address: P.O. Box 714 Bryan Tx 77806
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.: 74-2242675

Date: 5/7/21

B. Proposed Schedule

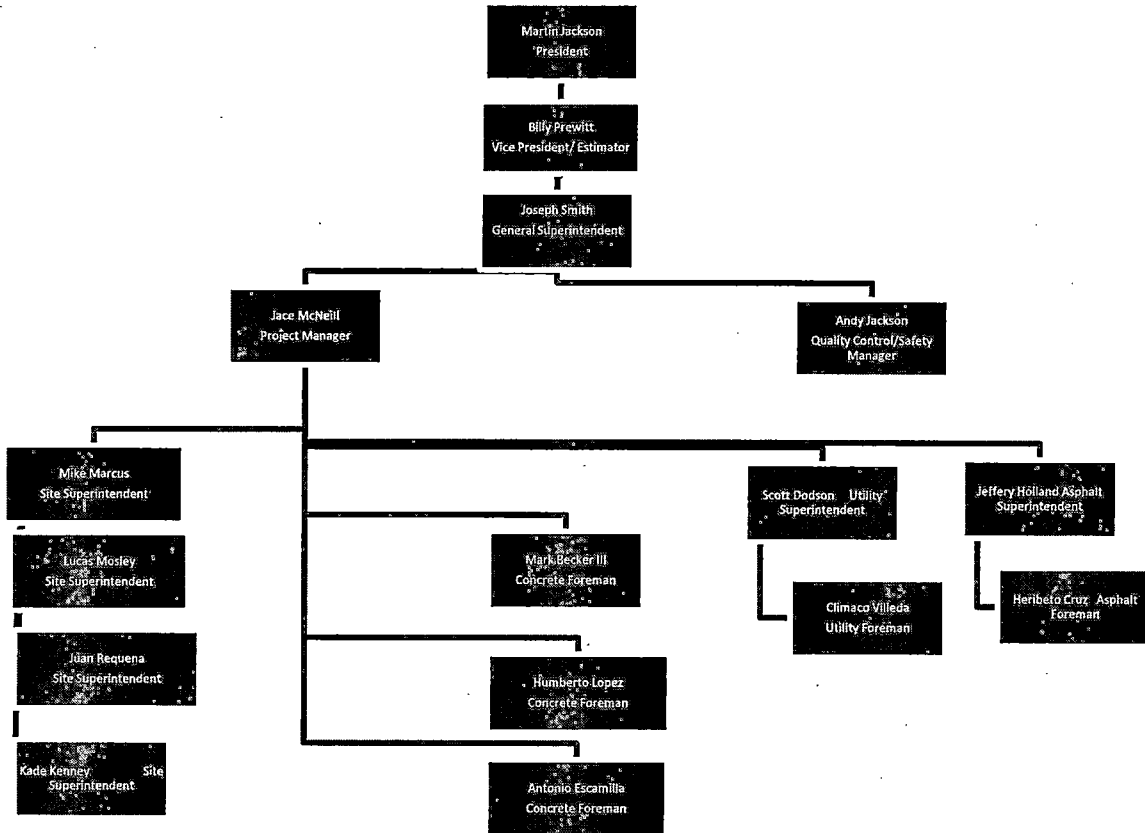
ID	Task Name	Duration	Start	Finish	July							August				September				October				November	
					6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	11/7	
1	COB Quiet Zone: Phase 1	99 days	Mon 6/28/21	Thu 11/11/21																					
2	West 32nd Street	22 days	Mon 9/13/21	Tue 10/12/21																					
3	Setup Traffic Control	1 day	Mon 9/13/21	Mon 9/13/21																					
4	Demo Pavement For Median	4 days	Tue 9/14/21	Fri 9/17/21																					
5	Install Concrete Median Pavement	6 days	Mon 9/20/21	Mon 9/27/21																					
6	Install Median Nose	1 day	Tue 9/28/21	Tue 9/28/21																					
7	Install 1' Wide Concrete Median	2 days	Wed 9/29/21	Thu 9/30/21																					
8	Install Median Pavers	4 days	Fri 10/1/21	Wed 10/6/21																					
9	Remove Striping	1 day	Thu 10/7/21	Thu 10/7/21																					
10	Install Striping & Signage	2 days	Fri 10/8/21	Mon 10/11/21																					
11	Clean-Up And Remove Traffic Control	1 day	Tue 10/12/21	Tue 10/12/21																					
12	East 29th Street	22 days	Wed 10/13/21	Thu 11/11/21																					
13	Setup Traffic Control	1 day	Wed 10/13/21	Wed 10/13/21																					
14	Demo Pavement For Median	3 days	Thu 10/14/21	Mon 10/18/21																					
15	Install Concrete Median Pavement	5 days	Tue 10/19/21	Mon 10/25/21																					
16	Demo Concrete Sidewalk	1 day	Tue 10/26/21	Tue 10/26/21																					
17	Install Sidewalk & Ramps	3 days	Wed 10/27/21	Fri 10/29/21																					
18	Install Median Pavers	5 days	Mon 11/1/21	Fri 11/5/21																					
19	Install Bollards	1 day	Mon 11/8/21	Mon 11/8/21																					
20	Remove Striping	1 day	Mon 11/8/21	Mon 11/8/21																					
21	Install Striping & Signage	2 days	Tue 11/9/21	Wed 11/10/21																					
22	Clean-Up And Remove Traffic Control	1 day	Thu 11/11/21	Thu 11/11/21																					
23	East 28th Street	19 days	Mon 9/20/21	Thu 10/14/21																					
24	Setup Traffic Control	1 day	Mon 9/20/21	Mon 9/20/21																					
25	Demo Pavement For Median	4 days	Tue 9/21/21	Fri 9/24/21																					
26	Install Concrete Median Pavement	6 days	Mon 9/27/21	Mon 10/4/21																					
27	Install Median Pavers	4 days	Tue 10/5/21	Fri 10/8/21																					
28	Remove Striping	1 day	Mon 10/11/21	Mon 10/11/21																					
29	Install Striping & Signage	2 days	Tue 10/12/21	Wed 10/13/21																					
30	Clean-Up And Remove Traffic Control	1 day	Thu 10/14/21	Thu 10/14/21																					
31	East 26th Street	19 days	Fri 10/15/21	Wed 11/10/21																					
32	Setup Traffic Control	1 day	Fri 10/15/21	Fri 10/15/21																					
33	Demo Pavement For Median	4 days	Mon 10/18/21	Thu 10/21/21																					
34	Install Concrete Median Pavement	6 days	Fri 10/22/21	Fri 10/29/21																					
35	Install Median Pavers	4 days	Mon 11/1/21	Thu 11/4/21																					
36	Remove Striping	1 day	Fri 11/5/21	Fri 11/5/21																					
37	Install Striping & Signage	2 days	Mon 11/8/21	Tue 11/9/21																					
38	Clean-Up And Remove Traffic Control	1 day	Wed 11/10/21	Wed 11/10/21																					
39	East W.J.B. Parkway	9 days	Tue 9/7/21	Fri 9/17/21																					
40	Setup Traffic Control	1 day	Tue 9/7/21	Tue 9/7/21																					
41	Demo Pavement For Median	1 day	Wed 9/8/21	Wed 9/8/21																					
42	Install Concrete Median Pavement	2 days	Thu 9/9/21	Fri 9/10/21																					
43	Install Median Pavers	2 days	Mon 9/13/21	Tue 9/14/21																					
44	Install Striping & Signage	2 days	Wed 9/15/21	Thu 9/16/21																					
45	Clean-Up And Remove Traffic Control	1 day	Fri 9/17/21	Fri 9/17/21																					
46	East 24th Street	22 days	Mon 6/28/21	Tue 7/27/21																					

Project: Project1
Date: Fri 5/7/21

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			

C. Contractor Personnel and Relevant Experience

1. Organizational Chart



EMPLOYEE NAME: Joseph E. Smith
Position In Company: General Superintendent



Total Construction Experience Year: 31

<u>EDUCATION</u>	<u>YEAR</u>
Pasadena High School, Pasadena, Texas General Studies	1987

<u>PROFESSIONAL AFFILIATIONS/ CERTIFICATION</u>	<u>Date Certified</u>
NUCA Competent Person Training	2/2/2015
NUCA Excavation Safety Training Program	2/3/2015
OSHA 10 Hour Course	7/15/2016
CPR/First Aid	2/10/2016
TEEX Traffic Control Class	1989

<u>WORK EXPERIENCE</u>	<u>Date:</u>
Company Name: Brazos Paving Inc., Bryan, Texas Title: General Superintendent	2010- Present
South Construction Title: Supervisor	2000-2010
T-N-T Concrete Contractors Title: Foremen	1997-1999

<u>MAJOR PROJECTS</u>		<u>Date</u>	<u>(Estimated Contract Amount)</u>
Blacky Ranch (Project Name) General Superintendent (Duties Performed)	Navasota (Location)	2011 (Date)	\$1,144,497.84
Scott & White Hospital (Project Name) General Superintendent (Duties Performed)	College Station (Location)	2014 (Date)	\$4,903,196.00
Gateway Strip Mall (Project Name) Layout on Tilt Walls (Duties Performed)	College Station (Location)	2008 (Date)	\$650,000.00
WalMart (Project Name) Supervisor (Duties Performed)	Austin and College Station (Location)	2006 (Date)	\$6,500,000.00
Shell Refinery (Project Name) Supervisor (Duties Performed)	Pasadena (Location)	1998 (Date)	\$12,600,000.00
Junction (Project Name) General Superintendent (Duties Performed)	Holleman and Doweling (Location)	2015-2016 (Date)	\$6,330,000.00

James Calvin McNeill VI

Project Manager



Residency: Bryan, TX

Total Construction Experience Years: 8

EDUCATION

YEAR

Texas State University: Bachelor of Science in Concrete Industry Management

2011-2014

West Texas A&M University: Undergraduate Studies

2010-2011

A&M Consolidated H.S: High School Diploma

2007-2010

PROFESSIONAL AFFILIATIONS/ CERTIFICATION

Date Certified

CPR/First Aid

2013

ACI Field Grade 1 & 2

2013

NRMCA Pervious Field Grade 1

2014

WORK EXPERIENCE

Date:

Brazos Paving Inc., Bryan, Texas
Project Manager

2014-2017
2020-Present

Central Backhoe & Utilities, San Antonio, Texas
Project Manager/Estimator/Supervisor

2017-2018

Burnside Services Inc., Navasota, Texas
Supervisor

2018-2019

MAJOR PROJECTS

Bridgewood Ph. 2
(Project Name)

Project Manager
(Duties Performed)

W.S. Phillips and Brewster Dr.
(Location)

2014-2015
(Date)

3.6 Million
(Estimated Contract Amount)

Living Spaces
(Project Name)

Project Manager
(Duties Performed)

Loop 1604 North San Antonio, TX
(Location)

2018
(Date)

3.2 Million
(Estimated Contract Amount)

Ross Distribution Center
(Project Name)

Supervisor
(Duties Performed)

Woods Rd and I-10 Brookshire, TX
(Location)

2018-2019
(Date)

28 Million
(Estimated Contract Amount)

The Retreat Of College Station
(Project Name)

Project Manager
(Duties Performed)

Jones Butler
(Location)

2015-2016
(Date)

5.3 Million
(Estimated Contract Amount)

The Junction Of College Station
(Project Name)

Project Manager
(Duties Performed)

Holleman and Doweling
(Location)

2015-2016
(Date)

6.33 Million
(Estimated Contract Amount)

EMPLOYEE NAME: ANDY JACKSON

Position In Company: Utility Foreman



Total Construction Experience Years: 9 Years

EDUCATION

YEAR

Blinn College, Bryan, Texas
General Studies

2015

A&M Consolidated High School, College Station, Texas
High School Diploma

2008

PROFESSIONAL AFFILIATIONS/ CERTIFICATION

Date Certified

Flagger Training

5/22/2018

TEEX Traffic Control Certification

4/8/2015

NUCA Competent Person Training

2/2/2015

NUCA Excavation Safety Training Program

2/3/2015

OSHA 10 Hour Course

7/15/2016

CPR/First Aid

2/10/2016

10 Hr OSHA

11/25/2014

WORK EXPERIENCE

Date:

Company Name: ***Brazos Paving Inc., Bryan, Texas***

2010-Present

Title: Utility Foreman

Company Name: ***TAMU Golf Course***

2008

Title: Student Supervisor

MAJOR PROJECTS

Pebble Creek Phase 7D

College Station, TX

2014

(Project Name)

(Location)

(Date)

Utility Foreman

\$1,564,756.05

(Duties Performed)

(Estimated Contract Amou)

RELLIS Infrastructure

Bryan, TX

2017

(Project Name)

(Location)

(Date)

Utility Foreman

\$9,791,596.00

(Duties Performed)

(Estimated Contract Amou)

REC Sports Parking Lot

College Station, TX

2016

(Project Name)

(Location)

(Date)

Utility Foreman

\$3,103,048.01

(Duties Performed)

(Estimated Contract Amou)

Blinn College At RELIS Campus

Bryan, TX

2018

(Project Name)

(Location)

(Date)

Utility Foreman

\$1,460,457.00

(Duties Performed)

(Estimated Contract Amou)

Porter's Meadow Phase 1

Bryan, TX

2017

(Project Name)

(Location)

(Date)

Utility Foreman

\$624,988.71

(Duties Performed)

(Estimated Contract Amou)

EMPLOYEE NAME: MIKE MARCUS
 Position In Company: Site Superintendent



Total Construction Experience Years: 20 Years

EDUCATION

Cypress Creek High School	<u>YEAR</u> 1984
---------------------------	----------------------------

PROFESSIONAL AFFILIATIONS/ CERTIFICATION

	<i>Date Certified</i>
<i>Flagger Training</i>	5/22/2018
<i>TEEX Traffic Control Certification</i>	4/8/2015
<i>NUCA Competent Person Training</i>	2/2/2015
<i>NUCA Excavation Safety Training Program</i>	2/3/2015
<i>OSHA 10 Hour Course</i>	7/15/2016
<i>CPR/First Aid</i>	2/10/2016
<i>30 Hr OSHA</i>	7/15/2017

WORK EXPERIENCE

	<i>Date:</i>
Company Name: <i>Brazos Paving Inc., Bryan, Texas</i> Title: Site Superintendent	2013-Present
Company Name: <i>Wallace Phillips</i> Title: Superintendent	2009-2013
Company Name: <i>Texcon</i> Title: Superintendent	1999-2013

MAJOR PROJECTS

RELLIS Parking Lot <i>(Project Name)</i> Site Superintendent <i>(Duties Performed)</i>	Bryan, TX <i>(Location)</i>	2018 <i>(Date)</i> \$5,217,483.90 <i>(Estimated Contract Amount)</i>
RELLIS Infrastructure <i>(Project Name)</i> Site Superintendent <i>(Duties Performed)</i>	Bryan, TX <i>(Location)</i>	2017 <i>(Date)</i> \$9,791,596.00 <i>(Estimated Contract Amount)</i>
Center For Infrastructure <i>(Project Name)</i> Site Superintendent <i>(Duties Performed)</i>	Bryan, TX <i>(Location)</i>	2017 <i>(Date)</i> \$2,403,064.92 <i>(Estimated Contract Amount)</i>
Blinn College At RELIS Campus <i>(Project Name)</i> Site Superintendent <i>(Duties Performed)</i>	Bryan, TX <i>(Location)</i>	2018 <i>(Date)</i> \$1,460,457.00 <i>(Estimated Contract Amount)</i>
Pebble Creek Phase 2B <i>(Project Name)</i> Site Superintendent <i>(Duties Performed)</i>	College Station <i>(Location)</i>	2012 <i>(Date)</i> \$2,850,000.00 <i>(Estimated Contract Amount)</i>
College Station Intermediate #3 <i>(Project Name)</i> Site Superintendent <i>(Duties Performed)</i>	College Station <i>(Location)</i>	2016 <i>(Date)</i> \$2,082,679.45 <i>(Estimated Contract Amount)</i>

KADE KENNEY

Site Superintendent



Total Construction Experience 4 Years

EDUCATION

	<u>YEAR</u>
Texas A&M University, College Station, Texas Bachelor of Science in Construction Science	2016
A&M Consolidated High School High School Diploma	2013

PROFESSIONAL AFFILIATIONS/ CERTIFICATION

OSHA 30 Hour Course	2017
American General Contractors- Member	2018 to Present
TXDOT Work Zone Traffic Control Certification	2018

WORK EXPERIENCE

Brazos Paving Inc., Bryan, Texas Project Manager/ Senior Estimator	2018 to Present
Vaughn Construction Project Engineer	2016-2018

MAJOR PROJECTS

TAMU RELLIS Campus Phase 1 <i>(Project Name)</i> Project Engineer <i>(Duties Performed)</i>	College Station, TX <i>(Location)</i>	2018 <i>(Date)</i> 35 Million <i>(Estimated Contract Amount)</i>
Park West Parking Lot Additions <i>(Project Name)</i> Site Superintendent <i>(Duties Performed)</i>	College Station, TX <i>(Location)</i>	2019 <i>(Date)</i> 250K <i>(Estimated Contract Amount)</i>
MSC Street Rehabilitation Phase 2 <i>(Project Name)</i> Site Superintendent <i>(Duties Performed)</i>	College Station, TX <i>(Location)</i>	2018 <i>(Date)</i> 2.6 Million <i>(Estimated Contract Amount)</i>
TAMU PA 100J Parking Lot Replacement <i>(Project Name)</i> Site Superintendent <i>(Duties Performed)</i>	College Station, TX <i>(Location)</i>	2019 <i>(Date)</i> 2.5 Million <i>(Estimated Contract Amount)</i>

EMPLOYEE NAME: JUAN REQUENA

Position In Company: Site Superintendent

Total Construction Experience Years: 19 Years



EDUCATION

YEAR

Caldwell High School

1994

PROFESSIONAL AFFILIATIONS/ CERTIFICATION

Date Certified

NUCA Competent Person Training

2/2/2015

NUCA Excavation Safety Training Program

2/3/2015

OSHA 10 Hour Course

7/15/2016

CPR/First Aid

2/10/2016

List Additional Below:

WORK EXPERIENCE

Date:

Company Name: ***Brazos Paving Inc., Bryan, Texas***

2012-Present

Title: Site Superintendent

Company Name: ***Texcon General Contractor***

2000-2012

Title: Foreman

MAJOR PROJECTS

Traditions Subdivision

Bryan, TX

2010

(Project Name)

(Location)

(Date)

Foreman

\$1,643,213.00

(Duties Performed)

(Estimated Contract Amount)

Presidio Apartments

Bryan, TX

2008

(Project Name)

(Location)

(Date)

Operator

\$1,285,300.00

(Duties Performed)

(Estimated Contract Amount)

Castlegate Subdivision

College Station, TX

2009

(Project Name)

(Location)

(Date)

Operator

\$6,580,000.00

(Duties Performed)

(Estimated Contract Amount)

The Junction At College Station

College Station, TX

2017

(Project Name)

(Location)

(Date)

Site Superintendent

\$6,337,120.00

(Duties Performed)

(Estimated Contract Amount)

Aspen Heights Of College Station

College Station, TX

2016

(Project Name)

(Location)

(Date)

Site Superintendent

\$6,727,633.92

(Duties Performed)

(Estimated Contract Amount)

TAMU Softball Complex

College Station, TX

2017

(Project Name)

(Location)

(Date)

Site Superintendent

\$561,494.00

(Duties Performed)

(Estimated Contract Amount)

JEFFERY HOLLAND

Asphalt Superintendent

Total Construction Experience 32 Years



EDUCATION

YEAR

Bryan High School

1988

High School Diploma

PROFESSIONAL AFFILIATIONS/ CERTIFICATION

OSHA 30 Hour Course

2018

American General Contractors- Member

2018 to Present

TXDOT Work Zone Traffic Control Certification

2018

WORK EXPERIENCE

Brazos Paving Inc., Bryan, Texas

2018 to Present

Project Manager/ Senior Estimator

Texas Department Of Transportation

2007-2018

Inspector

MAJOR PROJECTS

City Of College Station Misc Street Overlay

College Station, TX

2019

(Project Name)

(Location)

(Date)

Asphalt Superintendent

5 Million

(Duties Performed)

(Estimated Contract Amount)

RELLIS Campus

College Station, TX

2018

(Project Name)

(Location)

(Date)

Asphalt Superintendent

10.5 Million

(Duties Performed)

(Estimated Contract Amount)

N. Speed Street

New Caney, TX

2019

(Project Name)

(Location)

(Date)

Asphalt Superintendent

260 K

(Duties Performed)

(Estimated Contract Amount)

Conner's Cove

Bryan, TX

2019

(Project Name)

(Location)

(Date)

Asphalt Superintendent

23K

(Duties Performed)

(Estimated Contract Amount)

Edgewater Phase IV

Bryan, TX

2019

(Project Name)

(Location)

(Date)

Asphalt Superintendent

141K

(Duties Performed)

(Estimated Contract Amount)

3. Company Trade Organizations

BPI is a member of Association of General Contractors. We are a license Underground Fire Suppression company. License # SCR-U-2438341.

4. Complete Projects Showing Relevant Experience

Project: Navasota Railroad Street Project

Owner: City Of Navasota

Brad Stafford

936-825-5984

Engineer: CEC

Johnnie Price

979-846-6212

Original Contract Cost: \$1,009,541.90

Final Project Cost: \$1,011,863.90

Original project Completion: May 13th, 2020

Actual Project Completion: June 10th, 2020

Project Manager: Billy Prewitt

Site Superintendent: Scott Dodson

Project: TAMU Quiet Zone Phase 1

Owner: TAMU

Clint Willis

979-458-3889

Engineer: Kimley-Horn

Chris Harris

979-775-9595

Original Contract Cost: \$1,004,691.00

Final Project Cost: \$1,008,641.52

Original project Completion: April 10th, 2021

Actual Project Completion: On Going With Plan Changes Awaiting UPRR Approval

Project Manager: Jace McNeill

Site Superintendent: Kade Kenney

Project: TAMU Quiet Zone Phase 2

Owner: TAMU

Clint Willis

979-458-3889

Engineer: Kimley-Horn

Chris Harris
979-775-9595

Original Contract Cost: \$2,051,820.00
Final Project Cost: \$2,051,820.00
Original project Completion: September 2nd, 2021
Actual Project Completion: On Going and On Schedule
Project Manager: Jace McNeill
Site Superintendent: Kade Kenney

Project: Reconstruction of Downtown Bryan Phase 3

Owner: City Of Bryan

Joe Seago, Jr. P.E.

Engineer: Goodwin, Lasiter, Strong

John Rusk

979-776-9700

Original Contract Cost: \$6,324,348.62
Final Project Cost: \$6,504,933.92
Original project Completion: February 4th, 2011
Actual Project Completion: June 2nd, 2011
Project Manager: Billy Prewitt
Site Superintendent: Scott Dodson

Project: Somerville Railroad Project

Owner: Hulcher Services

Billy Ferish

817-528-8339

Engineer: BNSF

Original Contract Cost: \$41,711.20
Final Project Cost: \$47,502.70
Original project Completion: September 20th, 2013
Actual Project Completion: September 20th, 2013
Project Manager: Daniel Beamon
Site Superintendent: Joseph Smith

D. Reputation of Contractor, Quality Assurance, and References

1 & 2 Reference From Owner & Engineers Attached.

4. Most Recent Projects For The City Of Bryan

Project: Waco Street Realignment

Change Orders: 1

Date Of Completion: June 1st, 2020

Project: 23rd Street

Change Orders: 2

Date Of Completion: 9/6/2017

Project: Villa Maria & Carter Creek Parkway Intersection Improvements

Change Orders: 1

Date Of Completion: March 18th, 2018

Brazos Paving's Current & Past Projects

REFERENCES								
Project Name	Location	Final Cost	Percent Complete	Completion Date	Owner Contact	Telephone	A/E Contact	Telephone
Easterwood Airport Taxiway C Replacem	College Station	\$5,612,843.75	100%	8/1/2020	Cheyney Abbott	979-775-9900	Rebekah Mandry	713-914-4419
Blinn College Bryan Pvt Maint	Bryan	\$191,441.00	100%	8/31/2020	Shawn Welsh	979-209-7239	David Besly	979-268-1125
City of Navasota 2019 Street Repairs	Navasota	\$337,114.55	100%	8/14/2020	Susie Homeyer	936-825-6408	Johnny Price	979-846-6212
Waco Street Realignment	Bryan	\$1,289,000.00	100%	6/1/2020	Pat Edwards	979-209-5030	John Rusk	979-776-9700
Bearkat Student Housing Development	Huntsville	\$1,094,209.30	100%	4/17/2020	Merck GC	254-300-4192	Jeffery Robertson	979-693-3838
Carrabba Industrial Park Ph 6&11	College Station	\$243,735.10	100%	3/6/2020	Schieffer Corp.	979-778-9511	Glen Jones	979-739-0567
Navasota Railroad Street & Drainage	Navasota	\$1,009,541.90	100%	5/15/2020	Susie Homeyer	936-825-6408	Brianna Groves	979-846-6212
Traditions Phase 101 & 102	Bryan	\$1,091,500.00	100%	1/8/2020	Casey Sandlin	979-704-6395	Deven Doyen	979-764-3900
Miramont Phase 7	Bryan	\$1,074,000.00	100%	3/15/2020	Andrew Ball	979-731-1777	Riley John	979-693-3838
MSC Phase 2	TAMU	\$2,664,369.00	100%	3/1/2020	Nevin Brown	979-218-9178	Chris Harris	979-775-9595
City Of College Station Police Dept Bldg	City Of College Station	\$1,954,779.00	100%	1/20/2020	Kevin Rosprim	979-814-0739	Chris Harris	979-775-9595
Oakmont Subdivision Phase 1B	Bryan	\$2,645,730.15	100%	7/1/2018	Matt Nash	979-268-5520	Jeff Robertson	979-693-3838
Soil Testing Lab Parking Lot	TAMU	\$228,202.75	100%	4/1/2018	David Sikes	979-218-7515	Chris Harris	979-775-9595
Reconstruct Streets At MSC	TAMU	\$1,746,622.00	100%	8/1/2018	Mike Olsen	979-446-2403	Chris Harris	979-775-9595
Penberthy Parking Lot Phase 1	TAMU	\$958,180.00	100%	1/18/2018	David Ritter	979-219-0774	Trace Cryer	281-750-2921
Bird Pond Road Extension	College Station	\$4,784,000.00	100%	10/14/2019	Wallace Phillips	979-255-4466	Blake McGregor	713-784-4500
RELLIS Parking Lot	RELLIS Campus	\$5,218,000.00	100%	10/14/2018	Mike Olsen	979-446-2403	John Rusk	979-696-6767
TTI Headquarters At Rellis Campus	RELLIS Campus	\$1,560,777.00	100%	3/1/2019	Andrew Nielson	713-996-9510	Jeremy Peters	979-680-8840
RELLIS Infrastructure	RELLIS Campus	\$7,657,871.00	100%	3/1/2018	Jonathan Winkler	281-831-6560	Jeremy Peters	979-680-8840
TAMU Track & Field	TAMU	\$208,208.40	100%	6/30/2019	Linsey Boraud	214-443-5700	HF Schneider	713-965-0608
BTU Access Road	Bryan	\$328,200.00	100%	10/20/2018	Mark Robertson	979-676-7537	John Rusk	979-696-6767
TAMU PA 72 & 73	College Station	\$383,476.00	100%	8/16/2018	Curtis Russel	979-446-4834	Chris Harris	979-775-9595
CIR Building	RELLIS Campus	\$1,565,000.00	100%	1/1/2018	Chad Wernert	713-907-1239	Jeremy Peters	979-680-8840
Blinn Campus At RELLIS	RELLIS Campus	\$1,136,000.00	100%	2/20/2018	Kevin Rosprim	979-814-0739	Chris Harris	979-775-9595
23rd Street	Bryan	\$556,000.00	100%	9/6/2017	Joey Marino	979-209-5012	Rabon Metcalf	979-764-0704
Atkinson Toyota Parking Expansion	Bryan	\$463,250.00	100%	5/26/2017	Jeff Klotz	512-461-5660	Rabon Metcalf	979-764-0704
TAMU Softball Field	College Station	\$545,424.00	100%	3/19/2018	Joe Thompson	512-626-5526	Trace Cryer	281-750-2921
SHSU Coloney Parking Lot	Huntsville	\$414,586.00	100%	9/28/2015	Rhett Grothe	936-494-0900	Jeremy Peters	979-680-8840
The Junction Of College Station	College Station	\$6,337,012.00	100%	8/1/2016	Shep Nolen	205-238-4797	Veronica Morgan	979-260-6964
TAMU REC Parking Lot	College Station	\$3,103,048.00	100%	9/10/2016	Mike Olsen	979-446-2403	Chris Harris	979-775-9595
TAMU CVM Building	College Station	\$809,380.00	100%	9/1/2016	Randy Pitre	972-877-8375	Chris Harris	979-775-9595
SHSU Chiller Line Pavement Repair	SHSU	\$173,473.31	100%	5/19/2020	Scott Cook	979-776-8245	N/A	
SHSU Riverside Campus	Riverside	\$460,108.00	100%	5/10/2015	Rhett Grothe	936-494-0900	NONE	
City Of College Station Asphalt Overlay	College Station	\$1,059,300.00	100%	9/3/2015	Marshall Wallace	979-450-3886	N/A	N/A
BTU Warehouse Paving Phase 1	Bryan	\$118,980.00	100%	9/1/2015	Mark Robinson	979-676-7537	GLS	979-776-9700
Building 100- PIF Building	College Station	\$973,463.61	100%	1/1/2016	Thomas Herr	813-390-9710	Julia Laskowski	512-298-3284
Nanotechnology Building	College Station	\$956,080.87	100%	9/2/2015	Greg Brown	678-575-7783	Costas Georghiou	713-622-1444
CSISD Elementary #9	College Station	\$1,958,007.00	100%	7/16/2015	Zach Tschinhardt	210-412-0734	Joel Mitchell	979-260-6963
TAMU Base Parking Lot	College Station	\$1,783,452.00	100%	8/29/2014	Mike Olsen	979-446-2403	Mike Olsen	979-446-2403

May 7, 2021

Re: Letter of Recommendation

To whom it may concern:

As the Construction Project Manager for Texas A&M Transportation Services I have had the privilege of working with Brazos Paving Inc. for the past 13 years on both new, and reconstructed road and parking lot projects. Each project has included storm drainage, subgrade prep, base, concrete, asphalt, electrical, landscaping and irrigation. Many of them with multiple phases for both pedestrian and vehicular traffic control nuisances. We currently have a contract with BPI to construct a Quiet Zone that stretches from F&B to George Bush Drive. BPI has and continues to execute their duties in a professional manner while dealing with the dauntless and frustrating task that the railroad places upon the project.

BPI has always completed all our projects in a safe and timely manner. They do an excellent job of forecasting and working with engineers and project managers to resolve potential concerns before they become major issues. Their staff and employees always handle themselves in a safe and professional manner while delivering an outstanding product.

I have the upmost confidence and would recommend Brazos Paving for any paving project without hesitation. Please feel free to contact me to discuss further if needed.

Clint Willis

A handwritten signature in black ink, appearing to read 'Clint Willis', written over a circular stamp.

Project Manager III
Texas A&M Transportation Services

322 Polo Road, Suite 350
1250 TAMU
College Station, TX 77843-1250

Tel. 979.845.9700 Fax. 979.847.8685
transport.tamu.edu

May 07, 2021

Re: Brazos Paving Inc. (BPI)

To whom it may concern,

Skanska USA Building has had the opportunity to work with BPI on many projects over the past 13 years. We have only had positive experiences during this time.

The leadership at BPI is outstanding. Their care and concern to ensure delivery of safe projects with outstanding quality and timely delivery is key for a successful partnership. This leadership style and commitment also filters down to everyone on the jobsite that we have worked with.


We have built many difficult projects with Brazos Paving Inc. and their commitment for schedule certainty and ability to pull in resources as needed and "how can we help" attitude is what made these project successful.

Brazos Paving Inc. in my opinion is one of the best in the Brazos Valley area. I would recommend their expertise and services for any project.

Please feel free to contact me with any questions.

Sincerely,

SKANSKA USA BUILDING INC.



Randy Pitre
General Superintendent



GOODWIN • LASITER • STRONG

ENGINEERING • ARCHITECTURE • SURVEYING
LANDSCAPE ARCHITECTURE • INTERIOR DESIGN

LUFKIN • GROESBECK • BRYAN/COLLEGE STATION • TYLER
www.glstexas.com

May 7, 2021

**RE: Brazos Paving, Inc.
Letter of Reference**

To Whom It May Concern:

I have worked with Brazos Paving, Inc. (BPI) on numerous projects within the last several years. The type of work was general civil projects including dirtwork, paving (asphalt and concrete), drainage and water/sewer utilities. In my experience, their work has always been with the interest of the client first and foremost. The following summarizes particular traits of their work.

Quality: On all projects with our firm, their work has been high quality. Their crews are very thorough in their work. Specific examples include checking precise grades on paving and flowlines as well as a neat and clean finish on paving.

Responsiveness: During construction, they have been responsive and attentive. As on most projects, issues arise. BPI is proactive to address these construction issues. They look ahead in the construction process, attempting to address items before they can impact the construction schedule. Their management has been responsive and available to work through issues during construction.

Timeliness: Based on my past experience working with BPI, they have provided timely, on schedule projects. Their crews are on site daily. I have not had issues with them not being on site and working. They understand the need to diligently and continually make progress during projects. Again, their management team is available and closely involved in projects. In addition to construction progress and timeliness, they ensure the timeliness of construction items including submittals, payment applications, change orders, documentation of construction progress, project closeout and warranties.

Citing the above qualities, I highly recommend Brazos Paving, Inc. for general civil type projects. Please contact me if you have any questions or would like to discuss the qualifications of BPI.

Sincerely,

John Rusk, PE
Regional Manager

Kimley»»Horn

May 7, 2021

Mr. Billy Prewitt
Brazos Paving Inc.
7601 W State Highway 21
Bryan, TX 77807


Dear Billy,

I am pleased to provide a recommendation for the services of Brazos Paving.

I have worked with Brazos Paving on numerous projects for both Cities and Texas A&M University. These projects have ranged from complete street reconstructions to small parking lot pavement repairs. BPI has always provided excellent workmanship and been a true partner in the construction process. I frequently recommend BPI to clients when I have a construction project on a critical timeline. BPI provides a high level of project oversight and communication with the Owner that makes me confident they will complete our projects on time and with excellent results.

I'm happy to recommend the services of BPI. If you have any questions, please feel free to contact me at Chris.Harris@Kimley-Horn.com or 979-775-9595.

Sincerely,



J. Chris Harris, P.E.
Vice President



Office: 979.764.3900
Fax: 979.764.3910

May 7, 2021

Re: Letter of Recommendation

To Whom it May Concern:

I am writing to recommend Brazos Paving, Inc. (BPI) for additional construction services with future prospective clients. I have had the pleasure of working directly with BPI on several projects in the past few years and most recently on the Traditions Phase 24 and 25 and Fujifilm VIC Lab projects. The scope of these projects included water and sewer main extension, street, storm sewer and parking lot construction.

BPI has proven their attention to detail, quality, responsiveness, and ability to adhere to timelines. The Traditions and Fujifilm projects had a short timeline that required all parties involved to produce quality work, respond to obstacles quickly and maintain the short timeframes. BPI exceeded in these areas for these projects and previous projects.

I especially appreciate their attention to details in closing out a project, and getting the sites cleaned up and punched out. I feel this is an area that BPI excels.

Please consider BPI for your construction service needs. I recommend them and look forward to working with them again.

Sincerely,

Schultz Engineering, LLC.

A handwritten signature in black ink, appearing to read 'Deven Doyen', is written over a horizontal line.

Deven Doyen, P.E.
Civil Engineer

E. Proximity of the Contractor to Perform Work

1. BPI is located at 7601 Hwy 21 West, Bryan, Tx 77807.
2. Our office is located roughly 7 miles from the project.