



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 12/10/2024
ITEM: Approval of Change Order #1 to CIP #23-608 I&GN Road Reconstruction with Larry Young Paving, for additional days and labor in the amount of \$1,494.00, increasing the total project amount to \$5,905,937.25.
TO: Commissioners Court
FROM: Presley Nelson
DATE: 12/04/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

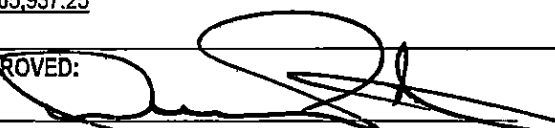

ATTACHMENTS:


<u>File Name</u>	<u>Description</u>	<u>Type</u>
Change_Order_#1- Partly_Executed.pdf	Change Order #1	Backup Material
Fully_Executed_Contract - Larry_Young_Paving.pdf	Original Contract	Backup Material

CHANGE ORDER #1

Date of issuance:	12/4/2024	Owner's Contract No.:	CIP # 23-608
Owner:	Brazos County Road & Bridge	Engineer's Project No.:	619027
Contractor:	Larry Young Paving		
Project:	I&GN Road		

The Contract is modified as follows upon execution of this Change Order:
 Description: Vapor barrier installed at STA 8+40-STA 9+50. This change order also includes additional days added to contract from Authorization to Use Contingency (AUC).#2.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT ITEMS FOR I&GN ROAD
Original Contract Price: <u>\$5,904,443.25</u>	Original Contract Times: 220 Days Substantial Completion: <u>July 25, 2024</u> Ready for Final Payment: <u>August 24, 2024</u>
Change from previously approved Change Order : <u>N/A</u> <u>\$0.00</u>	Change from previously approved Change Orders : <u>N/A</u> Substantial Completion: <u>July 25, 2024</u> Ready for Final Payment: <u>August 24, 2024</u>
Contract Price prior to this Change Order: <u>\$5,904,443.25</u>	Contract Times prior to this Change Order: <u>120 days</u> Substantial Completion: <u>November 22, 2024</u> Ready for Final Payment: <u>December 22, 2025</u>
Increase of this Change Order: <u>\$1,494.00</u>	Change of this Change Order: Additional Days: <u>25 days</u> Substantial Completion: <u>December 17, 2024</u> Ready for Final Payment: <u>January 16, 2025</u>
Contractor Price incorporating this Change Order: <u>\$5,905,937.25</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 17, 2024</u> Ready for Final Payment: <u>January 16, 2025</u>
APPROVED: By:  Owner (Authorized Signature)	ACCEPTED: By:  Contractor (Authorized Signature)
Title: <u>County Judge</u>	Title: <u>DIRECTOR OF CONSTRUCTION</u>
Date: <u>12/10/2024</u>	Date: <u>12/05/2024</u>

RECOMMENDED: 
 By: _____
 Title: CIVIL ENGINEER

Date: 12/4/2024

**AGREEMENT
FOR I&GN ROAD RECONSTRUCTION**

RFP # CIP 23-608

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

1. General Provisions
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3. Contractor
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5. Subcontractors
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AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ROADWAY

This Agreement for the construction of the I&GN ROAD RECONSTRUCTION, Brazos County, Texas, in the amount of **FIVE MILLION, NINE HUNDRED AND FOUR THOUSAND, FOUR HUNDRED AND FORTY THREE DOLLARS AND TWENTY FIVE CENTS (\$5,904,443.25)** is entered into this ___ day of **October 2023** by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **LARRY YOUNG PAVING INC.**, (hereinafter referred to as "Contractor"). The I&GN ROAD RECONSTRUCTION is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **GLS** and is hereinafter referred to as "Engineer."

ARTICLE 1 **GENERAL PROVISIONS**

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 23-608** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is: (1) a written amendment to the Contract signed by both parties; (2) a Change Order or Change Proposal Request; (3) a Construction Change Directive, or (4) a clarification, interpretation or written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms or portions of addenda relating to bidding requirements). The Contract Documents executed in accordance with Sub-paragraph 1.5.1. shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

1.1.2 THE CONTRACT: The Contract Documents form the Contract for Construction ("Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind: (1) between the Contractor and Engineer or Engineer's consultants; (2) between the Owner and a Subcontractor or Sub-subcontractor, or (3) between any persons or entities other than the Owner and Contractor. The Engineer shall, however, with the consent of Owner, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

1.1.3 THE WORK: The term "Work" means the construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

Although not indicated, "Work" includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.

1.1.4 THE PROJECT: The Project is the rehabilitation of the **I&GN ROAD RECONSTRUCTION** in Brazos County, Texas as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

1.1.4.1 SUMMARY OF THE WORK: This project consists of the rehabilitation of a portion of I&GN Road.

1.1.5 THE DRAWINGS: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS: The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL: The Project Manual is the volume usually assembled for the Work that may include the bidding requirements, sample forms, this Agreement, Supplementary Conditions of the Contract and Specifications.

1.1.8 GENERAL DEFINITIONS: Construction industry technical terms not defined in the Contract Documents shall have the meanings given as listed in the latest edition of the AIA "Glossary of Construction Industry Terms." Those not specifically defined at either place shall have the meanings commonly attributed to them by the particular trade involved.

- .1 **Provide:** shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation and services referred to and installation of the materials, equipment and other items referred to, all in compliance with the requirement of the Contract Documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State and local authorities having jurisdiction at the site of the Work."
- .2 **Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.
- .3 Where "**as shown,**" "**as indicated,**" "**as noted,**" and similar terms are used, it shall be understood that reference to the Contract Drawings is made, unless their use in a sentence clearly implies a different interpretation.
- .4 Where the terms "**Plans**" or "**Drawings**" are used, they shall be understood to include drawings, details and schedules as applicable.
- .5 **Construction Time:** the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.

- .6 **Day:** A calendar day beginning and ending at 12:00 midnight.
- .7 **Equal; approved equal; Engineer approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Engineer, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Engineer and Owner.
- .8 **Date of Final Completion:** The date when Engineer and Owner find all the work of the Contract documents acceptable and the Contract fully performed.
- .9 **Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.
- .10 **Not-In-Contract (N.I.C.):** Work not included in this Contract.
- .11 **And/or:** Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.
- .12 **General Contractor:** Same as Contractor.
- .13 **Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.
- .14 **Timely Change:** A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.
- .15 **Late Change:** A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.
- .16 **Prompt:** Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.
- .17 **Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.
- .18 **Agreement/Contract:** Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of

the Work.

- .19 **Critical Path:** The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.
- .20 **Furnish:** Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.
- .21 **Install:** "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.
- .22 **The Contractor Shall:** In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contract shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.
- .23 **Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Engineer mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.
- .24 **Inspect:** "Inspect" and any derivative thereof, as used in reference to the Engineer shall mean; Type of evaluation that a reasonably prudent Engineer, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.
- .25 **See:** In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if

required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

1.2.2. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed, nor limit the scope of work performed by any trade or by any Sub-contractor or supplier.

1.2.3. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4. General Conditions and Supplementary Condition and General Requirements apply to all of the Contract Documents.

1.2.5 Precedence of the Contract Documents: The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "A."

- A. Modifications, Change Orders or a Change Proposal Request
- B. This Agreement, including the General Conditions stated herein.
- C. Addenda
- D. Supplementary Conditions
- E. Specifications and Drawings. In the case of an inconsistency between Drawing and specifications or within either document, the better quality and the greater quantity of work shall be provided unless otherwise directed by Engineer.

1.2.6 Current Editions: When any work is governed by reference to standard, codes, manufacturer's instructions or other reference documents, the latest issue in effect on the original issue date of the Construction Documents shall apply whether or not the proper edition is noted.

1.2.7 Enumeration of Items: Lists of "work included," "work excluded" and "description of the work" and similar groupings are not intended to enumerate each and every item of work or appurtenance required therein but shall be used in conjunction with all other portions of the Contract Documents to establish the requirements for completion of the Work or any portions thereof.

1.2.8 Reference Guarantees: When reference standards are made a part of the requirements, the warranties and guarantees they contain shall apply, except for the portions that are less stringent than those required by the Contract Documents or imply or state exclusions, limitations or waivers that are inconsistent with the requirements of the Contract Documents.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are: (1) specifically defined; (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document, or (3) the titles of other documents published by the American Institute of Engineers.

1.4 INTERPRETATION

1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be enumerated on attachment(s) to the Agreement and attachments(s) shall be signed by the Owner and Contractor as provided in the Agreement.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor shall verify the location of all easements before beginning the project.

1.6 OWNERSHIP AND USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:

1.6.1. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Engineer and/or Engineer's consultants are Instruments of the Engineer's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor, nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Engineer or the Engineer's consultants, and unless otherwise indicated the Engineer or the Engineer's consultants shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright, unless indicated differently in the Owner – Engineer Agreement. The Drawings, Specifications and other documents prepared by the Engineer, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner, Engineer and/or Engineer's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer and/or Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Engineer and/or the Engineer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's copyright or other reserved rights.

1.6.2 CONTRACTOR'S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM

1.6.2.1 Engineer may furnish or sell, at an agreed upon cost, to Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or other

versions of Instruments of Service in electronic form for use solely with respect to this Project. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

1.6.2.2 If required to be furnished, or if furnished, Engineer or Engineer's Consultants will furnish electronic data in software format in use by Engineer at the time Engineer's services are performed. Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be responsible for proper storage, maintenance and conversions necessary to prevent degradation or obsolescence of data. Any change or modification in electronic data by Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be at their sole risk and without liability or legal exposure to Engineer, Engineer's consultants or Owner, and to fullest extent permitted by law, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify Engineer, Engineer's consultants and Owner from and against all claims, liabilities, losses, damages and costs, including but not limited to reasonable attorney's fees, arising there from or in connection therewith.

1.6.2.3 The Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others understand that the conversion of electronic information and data supplied by the Engineer or Engineer's consultants from the system and format used by the Engineer or Engineer's consultants to an alternative or upgraded system or format, whether performed by Engineer, Engineer's consultants or others, cannot be accomplished without the introduction of inexactitudes, anomalies, omissions and errors. In the event the electronic data furnished to the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, is converted, they agree to assume all risks associated with such conversion. If Engineer and/or Engineer's consultants furnish electronic data, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold Engineer, Engineer's consultants and Owner harmless and to waive any and all claims, liabilities, losses, damages and costs arising out of, or in any way connected with, the conversion of electronic data supplied by the Engineer or Engineer's consultants.

1.6.2.4 If documents, including those in electronic form, are modified, revised or changed in any way by the Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others, any reference to the Engineer and Engineer's consultant and any professional seals and signatures shall be removed from the documents.

1.6.2.5 In consideration for the use of the Drawings, Specifications and other documents, including those in electronic form, Contractor, Subcontractor, Sub-subcontractor, material and equipment supplier and others agree to indemnify, defend and hold harmless the Engineer, Engineer's consultants and Owner from and against, any claim or liabilities arising out of such use.

ARTICLE 2 OWNER

2.1 DEFINITION

2.1.1 The Owner is Brazos County, Texas. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative is **Capital Project Manager**, or such other person as may from time to time be so designated by the Brazos County Commissioners Court to act on behalf of Owner.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and within five (5) days after any change, information of such change in title, recorded or unrecorded.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.2 Except for permits and fees, including those required under Paragraph 3.7, which are the responsibility of the Contractor under the Contract Documents, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction.

2.2.3 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness and complete and accurate to the best of the Owner's information and belief. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.4 Contractor will be furnished, free of charge, one set of Contract Documents in Adobe "PDF" file format suitable for plotting or printing. Contractor may use for limited purpose of making prints thereof required for use in performance of Work, in accordance with Paragraph 1.6.

2.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated;

however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. Owner does not waive the right to stop the work in any future situation if Owner waives this right in any one situation.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work, or any portion thereof, in accordance with the Contract Documents or fails to complete, within the time period stipulated, any items of work scheduled to be done subsequent to the Date of Substantial Completion or fails to complete or correct any items of work disclosed subsequent to the Date of Substantial Completion and fails within a seven day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then, or thereafter, due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor shall be done after consultation with the Engineer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4.2 Neither Owner nor its officers, agents, or employees are in any way liable or accountable to Contractor or its Surety for any method by which completion of said Work, or any portion thereof, is accomplished or for price paid therefore, unless Surety is required to pay cost to complete the Project, in excess of the amount contained in the Owner-Contractor Agreement, as a direct result of the Engineer's negligent issuance of Certificate(s) for Payment. Contractor and Surety are responsible for all costs for completing the Work including cost in excess of original Contract Sum. Owner does not forfeit right to recover damages from Contractor or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Contractor's and Surety's responsibility as provided for in Performance Bond and guarantee of Contractor.

2.4.3 The Owner reserves the right to:

- .1** observe the work, at any time, whenever it is in preparation or progress;
- .2** make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by defects in the Contractor's work;
- .3** make changes to the work.

2.4.4 The Owner shall not be required to accept from the Contractor (unless specifically agreed upon):

- .1** Partial Substantial Completion;
- .2** Substantial Completion when it occurs prior to the expiration of the Construction Time.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Engineer as a properly prepared, timely Request For Information (RFI) in such form as the Engineer may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Engineer any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the Engineer may require.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency,

omission or difference and knowingly failed to report it to the Engineer.

3.2.3 The Contractor shall verify the location of all easements before beginning the Project.

3.2.4 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall review, substantiate, and comply with current industry execution standards and manufacturer's current execution instructions and evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 Contractor is solely responsible for coordination of scope of Work for its own forces, and of Subcontractors and suppliers, and to complete all Work, whether performed by the Contractor or a Subcontractor.

3.3.6 The Contractor shall provide a full-time Project Superintendent. Refer to RFP Section 8(f).

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only if allowed by Contract Documents and with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order, or by Owner's approval of a Substitution Request.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise specified and that all Work will be provided in accordance with the requirements of the Contract Documents and will be of good quality, free of faults and defects. All Work not conforming to the requirements of the Contract Documents, including substitutions or changes made by the Contractor or any subcontractor, material supplier or equipment supplier that have not been specifically identified (PRIOR to Contract award) by means of a Letter of Notice to Engineer and properly accepted and authorized by Engineer, shall be considered defective and not in agreement with the requirements of the Contract Documents, and shall be promptly corrected in accordance with the requirements of Article 12 of this Agreement and amendments thereto as set forth in Supplementary Conditions or Modifications. Notation or listing of such substitutions or changes on shop drawings or other types of submittal will not be considered acceptable to Engineer whether or not such submittal has been reviewed or stamped by Engineer. Notice must be specific and transmitted in letter form. If required by Owner or Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment actually provided. This warranty is not limited by the provisions of Paragraph 12.2.

3.5.2 Immediately prior to Date of Substantial Completion, Contractor shall execute and deliver to Engineer, a written warranty in approved form, stating that all materials and equipment provided and all work performed are in accordance with the requirements of the Contract Documents and authorized modifications and additions thereto; and further stating that Contractor guarantees, should any condition arise or be disclosed during the time of Contract warranty, which conditions are due to incomplete, or improper or defective materials, or due to incomplete or improper or defective workmanship or arrangement, such condition, together with all work affected in correcting such condition, shall be (upon written notice from Owner) promptly and satisfactorily corrected by Contractor at no additional cost to Owner. Contractor shall be fully responsible for the prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.

3.5.3 Work Covered by Warranty: Contractor's warranty shall cover all work under the

Contract, whether or not any portion or trade has been assigned or sub-let. In the event any portion of the Work is performed by an assignee or subcontractor, Contractor shall obtain from such assignee and/or subcontractor a written warranty to Contractor and Owner covering their respective portion of the Work for the period required. Contractor shall deliver them, together with his own warranty, to Owner prior to final payment. Assigns' and subcontractors' warranties shall expressly provide that the same shall be enforceable directly by Owner, if he so elects, and shall run concurrently with Contractor's warranty. Warranty shall be secured by Contractor's Performance Bond as directed by Owner.

3.5.4 Time of Warranty: Contractor's warranty shall be for a period of one year from Date of Substantial Completion of the Work. Should a warranty required under any Section of the Specifications or of this Contract be for a period of more than one year, Contractor's and subcontractor's warranty, with respect to such work, shall be for such longer period. Warranty for work done subsequent to Date of Substantial Completion shall be for a period of one year from date of Final Completion or such longer period, if so specified.

3.5.5 Partial Occupancy: Should Owner occupy a portion of the Work before the date of Substantial Completion, the warranty period for that portion so occupied shall begin on the date of such occupancy as agreed in writing with Owner.

3.5.6 Objectionable Process: Where any material, process, or method or operation or application procedure is required, which in the opinion of the Contractor, would render the finished work unsuitable for the required warranty, then, before a bid is submitted, such unsuitable material, process, or application method shall be objected to in writing to Engineer, stating reasons therefore and recommending other alternate materials or methods so that the Work, when completed, will be suitable for the required warranty. In the event the Contractor's recommendations are approved, the work shall be installed in accordance therewith, and all changes in cost resulting there from shall be included in the Contract bid amount.

3.5.7 Under the requirements of this Paragraph 3.5, Contractor shall be responsible for:

- .1** Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.
- .2** Warranting modifications accepted under subparagraph 3.5.6 above will give satisfactory results.
- .3** Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.
- .4** Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

3.6 TAXES

3.6.1 Although Owner is a tax-exempt unit of local government, the Contractor shall pay all sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which may not be within Owner's exemption that are legally enacted when Contractor's bids were received or negotiations between Owner and Contractor were

concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 Contractor requires all Subcontractors, Sub-subcontractors and suppliers to bill Contractor for all sales and use taxes on all materials and equipment incorporated into Project as clearly discernible separate item to facilitate Contractor's keeping tax as separate item of expense on records. Furnish this information to Owner to enable Owner to meet state reporting requirements

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.1.1 Owner shall secure and pay for health and environmental impact fees, water and sewer connections and impact fees, and zoning regulation fees and permits. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of Work which are customarily secured after execution of Contract and which are legally required when bids are received or Contract is executed.

3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer and Owner in writing and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work, knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Engineer and Owner, the Contractor shall assume full responsibility for such Work and shall bear all the costs attributable for any and all repairs required for conformance, including but not limited to, any penalties, fines or other damages realized..

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances, and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.2, and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.8.3 Contingency Allowance is established as \$200,000.00 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent. Refer to RFP Section 8(f).

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Engineer the name and qualifications of a proposed superintendent. The Owner or Engineer may reply within fourteen (14) days to the Contractor in writing stating: (1) whether the Owner or Engineer has reasonable objection to the proposed superintendent, or (2) that the Owner or Engineer requires additional time to review. Failure of the Owner or Engineer to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly (within ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

3.10.1.1 Owner may authorize construction activities to commence prior to completion of Drawings and Specifications. If Drawings and Specifications require further development at the time the initial construction schedule is prepared, Contractor shall: 1) allow time in the schedule for further development of Drawings and Specifications by Engineer, including time for review by Owner and Contractor and for Contractor's coordination of Subcontractors' Work, and 2) furnish to Owner, in a timely manner, information regarding anticipated market conditions and construction cost, availability of labor, materials and equipment, and proposed methods, sequences and time schedules for construction of Work.

3.10.2 The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule

and allows the Engineer reasonable time, as defined by the Engineer to review submittals. If the Contractor fails to submit a schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer.

3.10.4 Owner shall not be bound by any early completion deadline submitted in any schedule.

3.10.5 Owner does not approve or accept any schedule, but reserves the right to review, comment and reject.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittal. These shall be available to the Engineer and shall be delivered to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Engineer without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor and Sub-contractor represent to the Owner and Engineer that the Contractor and Sub-contractor have (1) reviewed and approved them, (2) have reviewed for compliance with the Contract Documents, (3) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (4) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, and have approved the submittal.

3.12.7 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.

- .1 The Contractor shall make all revisions as noted by Engineer and shall re-submit the required number of corrected copies of Shop Drawings, product data or samples until no exceptions are taken. The Contractor shall direct specific attention, by cover letter accompanying resubmitted Shop Drawings, to all revisions made in addition to those requested by Engineer on previous submissions, if any.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In absence of such written notice the Engineer's approval of a re-submission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Engineer or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer.

The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Engineer have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, policies, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.2 Contractor shall assume full responsibility for protection and safekeeping of materials stored on premises.

3.13.3 Contractor shall provide all necessary precautions to protect public, visitors and tenants from activities of Contractor or his agents on project.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work, or fully or partially completed construction, by the Owner, or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner, or a separate contractor, except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner, or a separate contractor, the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the contractor fails to clean up as provided in the Contract Documents after reasonable notice from Owner of such failure, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide governmental authorities who lawfully request access to the work, the Owner and Engineer proper facilities and equipment for access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Engineer harmless from loss (including but not limited to attorney's fees, court cost, and other cost of defense), on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright, trademark, trade name, or similar property right or interest, or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer.

3.18 INDEMNIFICATION

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ENGINEER, ENGINEER'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK PROVIDED THAT SUCH CLAIM, LIABILITY, DAMAGES, LOSS, COSTS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF, TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH: (A) A BREACH OF THE WARRANTIES PROVIDED BY THE CONTRACTOR; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR, ITS CONTRACTORS, SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, AND SUPPLIERS, AND THEIR EMPLOYEES AND AGENTS; (C) ANY NEGLIGENT ACTION AND/OR OMISSION OF THE INDEMNITEES RELATED IN ANY WAY TO THE PROJECT WHETHER THE INDEMNITEES ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR ANY OTHER TYPE OF NEGLIGENCE) OF THE INDEMNITEES; OR (D) ANY FINES, PENALTIES, DAMAGES (INCLUDING PUNITIVE), LIABILITIES, COSTS AND EXPENSES IN CONNECTION WITH: (1) A VIOLATION OF ANY LAW, STATUTE, RULE, ORDINANCE, CODE OR OTHER REQUIREMENT OF PUBLIC AUTHORITIES; (2) MEANS, METHODS, PROCEDURES OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS FOR WHICH THE CONTRACTOR IS RESPONSIBLE UNDER THE CONTRACT DOCUMENTS. THE CONTRACTOR'S INDEMNITY OBLIGATION HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE

OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WHOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. THE SCOPE AND EXTENT OF THIS INDEMNITY SHALL NOT BE LIMITED BY THE AVAILABILTY OF COVERAGE UNDER THE CONTRACTOR'S INSURANCE AND SHALL NOT LIMIT INDEMNITEES' OTHER LEGAL REMEDIES AGAINST CONTRACTOR OR ANY OTHER PERSON OR ENTITY. THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT.

3.18.2 In claims against any person or entity indemnified under Paragraph 3.18 by an employee of the Contractor, a Subcontractor, Sub-Sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under Paragraph 3.18 shall not extend to the liability of the Engineer, the Engineer's consultants and agents and employees of any of them arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of, or the failure to give, directions or instructions by the Engineer, the Engineer's consultants and agents and employees of any of them, provided such giving, or failure to give, is the primary cause of the injury or damage. The indemnity for the Engineer, the Engineer's Consultants, agents and employees does not extend to any indemnity prohibited by Section 130.003 of the Texas Civil Practice and Remedies Code.

3.19 ADDITIONAL REQUIREMENTS

3.19.1 Contractor shall submit to Engineer, in writing, all substitutions proposed PRIOR TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Engineer or by appropriate addendum.

3.19.2 Contractor shall follow manufacturer instructions. Where such instructions are in conflict with the Contract Documents, Contractor shall notify Engineer for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Engineer.

3.19.3 Contractor shall stop the Work affected when notified of a proposed change and when unsatisfactory results are anticipated. Contractor shall proceed only after receiving additional instructions from Engineer.

3.19.4 Contractor shall establish and maintain bench marks, and all other grades, lines, and levels necessary for the Work, report errors and inconsistencies to Engineer, in writing, before commencing work affected. Contractor shall be responsible for placement of Project Work and shall make all corrections necessary to achieve an accurate layout of Project Work.

3.19.5 Contractor shall provide acceptable access facilities to the Work for the Owner, Engineer, and all local, State and Federal authorities having jurisdiction. All access facilities shall be made safe and reasonably convenient.

3.19.6 Contractor shall prepare quotations, for proposed changes in the Work. Quotations shall be in a "break-down" form giving the number of units, unit cost of materials, tool costs, taxes, overhead, profit, etc. Quotations shall reflect credits as well as extras.

3.19.7 Contractor shall furnish written warranties using the form directed by Owner or Engineer.

3.19.8 Contractor shall secure required inspection certificates and transmit them to Engineer and Owner.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.0 SCHEDULE OF WORK (at a maximum, in calendar days)

Day 0: Contractors receipt of Notice to Proceed

Submittals, as needed, to be provided within a reasonable time.

Day 220: Contractor attains Substantial Completion

Day 250: Contractor attains Final Completion

4.1 ENGINEER

4.1.1 The Engineer is the person lawfully licensed to practice Engineering, or an entity lawfully practicing Engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Engineer" means the Engineer or the Engineer's authorized representative or such representative as the Engineer may designate, who may be employed by the Engineer as a consultant.

4.1.1.1 Each of these terms; "Engineer," "Engineer," "Engineer/Engineer," "A/E," or "Engineer/Engineer" shall mean Engineer, or an affiliate as otherwise provided in the Contract Documents, or duly authorized representatives, such representatives acting severally within scope of particular duties entrusted to them, unless otherwise provided in Contract Documents.

4.1.2 Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

4.1.3 In case of termination of employment of the Engineer, the Owner shall appoint a new Engineer whose status under the Contract Documents shall be that of the former Engineer.

4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Engineer, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise

modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Engineer and Owner.

4.2.2 The Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by Owner and Engineer, and as Engineer deems necessary: (1) to become generally familiar with and to keep the Owner informed about the progress and aesthetic quality of the portion of the Work completed; (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work observed is being performed in a manner indicating that the Work, when completed, will be in general accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site evaluations or inspections to check the quality or quantity of the Work. The Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety or health precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.2.1 Contractor shall reimburse Owner for compensation paid to Engineer for additional site visits made necessary by fault, neglect or request of Contractor.

4.2.3 The Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or failure to complete Work on schedule. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Engineer. Communications by and with the consultants shall be through the Engineer, unless otherwise approved by the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. The Engineer's presence at the Project Site shall not imply concurrence or approval of the work. Contractor shall call specific items to the Engineer's attention in writing if he wishes to obtain Engineer's opinion.

4.2.5 Based on the Engineer's observations and evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Engineer has authority to reject Work which does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Engineer will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs

13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, materials and equipment suppliers, their agents or employees, or other persons performing portions of the Work. All costs made necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including compensation for Engineer's services and expenses.

4.2.7 The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such review and action on the part of the Engineer is limited to only those submittals required by the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review by the Engineer, Engineer's consultants and Owner, if needed. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Engineer's review shall not constitute approval of safety or health precautions or, unless otherwise specifically stated by Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Engineer will prepare Change Orders and Construction Change Directives, or other change documents for changes in the Work for the Owner's approval and execution, and the Engineer may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Engineer and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Engineer may receive and forward to the Owner for the Owner's review and records written warranties and related documents as required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

4.2.10 If the Owner and Engineer agree, Engineer will provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is

made concerning the time within which interpretations required of the Engineer shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Engineer to furnish such interpretations until twenty (21) days after written request is received.

4.2.12 Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

4.2.13 The Owner's and Engineer's decisions on matters relating to aesthetic effect will be final, if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of, or relating to, the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.1.1 Claims must contain following:

- .1 Date of the event giving rise to such Claim and, if applicable, date when the event ceased;
- .2 Nature of occurrence or condition giving rise to the Claim;
- .3 Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;
- .4 An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;
- .5 An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Engineer, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

4.3.2 Decision of Engineer. Claims, including those alleging an error or omission by the Engineer, shall be referred initially to the Engineer for action as provided in Paragraph 4.4. A decision by the Engineer and Owner, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed.

4.3.3 Time Limits on Claims initiated prior to Final Payment. Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Engineer and the other party. An additional Claim made after the initial Claim has been implemented by Change Order

will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing or as provided in Sub-paragraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed. The Engineer will promptly investigate and evaluate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made and submitted within **twenty-one (21)** days after the Engineer has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Engineer; (2) an order by the Owner to stop the Work where the Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Engineer; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall demonstrate that the task is on the critical path and identify the new completion date. In the case of a continuing delay, only one Claim is necessary.

4.3.8.1.1 The Contractor's request for an increase in the time shall be submitted with pay applications. The delay impacting the critical path shall be addressed no later than the pay application for the month following the month in which the time was lost.

4.3.8.1.2 Only delay impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time.

4.3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, that weather conditions had an adverse effect on the scheduled construction and that the activities delayed by weather were on the critical path.

4.3.8.2.1 Acceptable data for substantiating a claim for additional time will be local official records. Furthermore, the effect of such abnormal weather must be demonstrated.

4.3.8.3 Claims for increase in Contract Time shall set forth in detail the circumstances that form the basis of the Claim, date upon which each cause of delay began to affect progress of Work, date upon which each cause of delay ceased to affect progress of Work and the number of days' increase in Contract Time claimed as a consequence of each such cause of delay. Contractor shall provide such supporting documentation as Owner or Engineer may require including, where appropriate, a revised construction schedule indicating all activities affected by circumstances forming the basis of the Claim.

4.3.8.4 Contractor shall not be entitled to a separate increase in Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on progress of Work or for concurrent delays due to fault of Contractor.

4.3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21)** days after first observance. The notice shall provide sufficient detail to enable the other party to investigate and evaluate the matter.

4.3.10 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive, so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.11 Owner reserves the right to audit the Contractor's costs and bid documents if Contractor files a claim against Owner.

4.3.12 Contractor, not owner, shall handle any disputes which may arise between subcontractor and owner.

4.3.13 Owner will only be required to pay for materials actually received and/or services actually provided. Owner shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and or any attachments.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Engineer:

Claims, including those alleging an error or omission by the Engineer but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Engineer for decision. An initial decision by the Engineer shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Engineer with no decision having been rendered by the Engineer. The Engineer will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Engineer will review Claims and within **twenty-one (21)** days of the receipt of the Claim take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) recommend approval of the Claim by the other party; (4) suggest a compromise, or (5) advise the parties that the Engineer is unable to resolve the Claim, if the Engineer lacks sufficient information to evaluate the merits of the Claim or if the Engineer concludes that, in the Engineer's sole discretion, it would be inappropriate for the Engineer to resolve the Claim.

4.4.3 In evaluating Claims, the Engineer may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Engineer in rendering a decision. The Engineer may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Engineer requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request and shall either, provide a response on the requested supporting data, advise the Engineer when the response or supporting data will be furnished, or advise the Engineer that no supporting data will be furnished. Within **twenty-one (21)** days of receipt of the response or supporting data, if any, the Engineer will either reject or approve the Claim in whole or in part.

4.4.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven (7) days. Upon expiration of such time period, the Engineer will render to the parties the Engineer's written decision relative to the Claim. If any change in the Contract Sum or Contract Time or both is included as part of the Engineer's decision, Engineer will be required to submit his decision to the Brazos County Commissioners Court for final approval. If there is a surety and there appears to be a possibility of a Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 Engineer and Engineer's consultants may, but are not required to, communicate directly with any Subcontractor, Sub-subcontractor, or materials supplier when it is necessary to obtain information necessary for the Engineer or Engineer's consultants to complete its services on the Project. The Engineer shall endeavor to keep Contractor informed of conversations. Requests for information, interpretation or clarification, and correspondence must all be in writing and must be routed through Contractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen (14) days after award of the Contract, shall furnish in writing to the Owner through the Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to which the Owner or Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected, if the Owner or Engineer makes reasonable objection to such change. Acceptance of the substitute Subcontractor after previous acceptance of a Subcontractor

for any portion of the work shall not constitute reason for an increase in the Contract amount.

5.3 SUBCONTRACTUAL RELATIONS.

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Engineer. Each subcontractor agreement shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 Contractor is fully responsible for acts and omissions of Subcontractors, and persons either, directly or indirectly, employed by them or under their control, as Contractor is for their own employees.

5.3.3 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other levels of contractors and subcontractors, and Owner or Engineer, except for provisions in paragraph 5.4.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and
- .2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such Assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

5.4.3 Contractor will provide copies of its subcontracts, agreements and current information on status of its accounts, upon demand by Owner.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction of operations on the site under Conditions of the Contract identical, or substantially similar, to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction of operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles, 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate Contractors' completed, or partially completed construction, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities

or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up after reasonable written notice and the cost will be paid by those responsible.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor and an order for a minor change in the Work may be issued by the Engineer alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor and Engineer, stating their agreement upon all of the following:

- .1** a change in the Work;
- .2** the amount of the adjustment in the Contract Sum, if any, and
- .3** the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those

listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

- .5 additional costs of supervision and field office personnel directly attributable to the change; and
- .6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:
 - A. for Contractor, for any work performed by his own forces, 15% of the cost;
 - B. for each subcontractor involved, work performed by his own forces, 10% of the cost;
 - C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost, overhead and profit.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 To the extent allowed by law, the Engineer has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 **TIME**

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than two hundred and twenty (220) calendar days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be effective upon the final approval

of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Engineer.

8.1.3 The date of Substantial completion is the date certified by the Engineer in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the contract documents shall mean calendar day.

8.1.5 The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

8.1.7 The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable for performing the work."

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

8.2.5 Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems

8.2.6 Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to an approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

- .1** increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work,

- and put Project back on schedule, and/or,
- .2 increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,
- .3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

8.2.7 If Contractor fails to take any of actions indicated in subparagraph 8.2.6 within three (3) days after receiving written notice, Owner may take action to attempt to put Project back on schedule, and deduct cost of such actions from money due or to become due Contractor, or shall be grounds for determination by Owner that Contractor is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.

8.2.8 Contractor shall bear cost of any services of Engineer made necessary by delays in completion of Work due to actions or inactions of Contractor or any Subcontractors. Contractor shall promptly pay any such cost upon demand by Owner. At Owner's option, these costs may be deducted from any amounts otherwise due Contractor.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Except as otherwise provided in the Contract Documents, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, adverse conditions as provided for in 4.3.8.2, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer and Owner may determine.

- .1 If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;
- .2 No extension of time will be allowed for Saturdays, Sundays, or holidays unless the Contract requires and stipulates overtime work and it has been approved in writing by Owner; and
- .3 Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an acceptable drying process.

8.3.2 There will be no delay claims by Contractor if the Contractor finishes the Project early, even if owner delays the work.

8.3.3 Claims relating to time shall be made in accordance with applicable provision of Paragraph 4.3.

8.3.4 If Contract Time is extended pursuant to paragraph 8.3, such extension shall be the exclusive remedy of Contractor and said Contractor shall not be entitled to recover damages from Owner or Engineer.

8.3.4 Owner's exercise of any of its rights under "**ARTICLE 7 - CHANGES IN THE WORK,**" regardless of the extent of number of such changes, or requirement of correction

or re-execution of defective work, or extent of number of Engineer's interpretations or clarifications of the Contract Documents, shall not, under any circumstances, be construed as neglect or intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is **FIVE MILLION, NINE HUNDRED AND FOUR THOUSAND, FOUR HUNDRED AND FORTY THREE DOLLARS AND TWENTY FIVE CENTS (\$5,904,443.25)** and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

9.2.1 Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 The Engineer will provide to the Contractor a list of the portions or sections of work for which he wishes to have separate values included and those items for which he will require material quantities to be shown.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; at least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the contractor's right to payment including the most current Contractors Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Engineer may require, and reflecting retainage if provided for elsewhere in the Contract documents.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment and the Engineer's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Engineer's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has: (1) made exhaustive or continuous on-site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Engineer may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Engineer's opinion, the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also decide not to certify payment or, because of subsequently discovered evidence or

subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to comply with the approved Project Construction Schedule;
- .9 erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or
- .10 the existence of any event of default under the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Engineer.

9.6.1.1 Owner will make partial payments to Contractor within thirty (30) days after receipt of Certificate for Payment from Engineer.

9.6.1.2 Owner may withhold payment to Contractor notwithstanding Engineer's certification, if it is necessary, in Owner's opinion, to do so to protect Owner from loss due to any of the reasons set forth in Subparagraphs 9.5.1.1 through 9.5.1.10, inclusive.

9.6.2 The Contractor shall pay each Sub-contractor any due amounts in accordance with Texas Law. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

9.6.3 The Engineer will, on request, furnish to a Sub-contractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer on account of portions of the Work done by such Sub-contractor.

9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to

contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Engineer shall have an obligation to pay, or to see to the payment of money, to a Subcontractor except as may otherwise be required by law.

9.6.5 Contractor's payment to material suppliers and equipment suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1. If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Engineer, then the Contractor may, upon seven (7) additional days' written notice to the Owner or Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 Unless otherwise provided in the Contract Documents, when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall thoroughly inspect the Work and prepare and submit to the Engineer a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Engineer's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon approval of Substantial Completion by Brazos County, Contractor has thirty (30) days to reach Final Completion of the Work.

9.8.3 Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Engineer and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Engineer and Owner to determine Substantial Completion.

9.8.4 When the Work is substantially complete, the Engineer will prepare a Certificate

of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Engineer as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

9.9.2 Immediately prior to such partial occupancy, or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application

for Payment, the Engineer and Owner will in a reasonable time, make such inspection and when the Engineer and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

9.10.2 Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer: (1) an affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Document to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, for Owner's review and approval. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

9.10.3 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents and if bonds have been furnished the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.3.1 Final payment constituting entire unpaid balance of Contract Amount will be paid by Owner to Contractor within thirty (30) days after final Certificate for Payment has been issued by Engineer.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2** failure of the Work to comply with the requirements of the Contract Documents;
- .3** terms of special warranties required by the Contract Documents, or
- .4** non-conforming, faulty or defective Work appearing at or after final payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 **PROTECTION OF PERSONS AND PROPERTY**

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with the performance of the Contract. This requirement applies continuously and is not limited to normal Working hours.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of bodily injury or risk of damage to the following:

- .1** employees on the Work and other persons who may be affected thereby, to include but not limited to the Owner and Engineer and their consultants and employees;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, standards, rules, regulations, policies and lawful orders of public authorities (including reference standards issued under the Occupation Safety Act and the Occupancy Safety and Health Administration) bearing on safety and health of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, such as driving, or removal of piles, wrecking,

demolition, excavation or other similar potentially dangerous work is necessary, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give Owner reasonable advance notice. Contractor is fully responsible for any and all damages, claims, and for the defense of all actions against Owner and Engineer, and their consultants and employees resulting from the prosecution of such work.

10.2.4.1 Use or storage of explosives is prohibited.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible, properly trained and qualified member or members of the Contractor's organization at the site whose duties shall be the prevention of accidents, damage to property and to supervise and train personnel in the use of dangerous and hazardous equipment, materials and substances necessary for the execution of the Work. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

10.2.7 The Contractor shall not permit any part of the construction or site, including new construction or existing facilities to be loaded with weights that will exceed design loads or so as to endanger safety of persons or property or cause damage or create an unsafe condition.

10.2.8 Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Engineer resulting from performance of such Work in connection with or arising out of Contract.

10.2.9 All parts of Work shall be braced to resist wind or other loads. Contractor shall perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

10.2.10 Temporary items such as, but not limited to: scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Engineer or their representatives to determine if Contractor, Subcontractors or their representatives are in compliance with the aforementioned regulations.

10.2.11 The Contractor shall comply with all Federal Occupational Safety and Health Administration Hazard Communications Act (HAZCOM) requirements, including properly maintaining Materials Safety Data Sheets (MSDS) at the Project site. The Contractor shall ensure that all MSDS are compiled in a single location at the Project site, and are available to the regulating agencies. The Contractor shall indemnify and hold harmless the Owner and Engineer for their respective failure to comply with this provision.

10.2.12 The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations. Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Engineer for Project site safety conditions created or controlled by the Contractor that result in the Engineer receiving a citation under the OSHA multi-employer citation provision.

10.2.13 The Contractor shall notify Owner's and Engineer's personnel upon arrival to the Project site of any known safety or health hazards at the Project and the precautions they should take.

10.2.14 The Contractor shall provide safety and health equipment (excluding boots) for the Owner and Engineer to protect them from safety and health risks during the performance of their services during the construction of the Project.

10.2.15 The Engineer's review of Contractor's performance does not include review of adequacy of Contractor's safety or health measures.

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, in writing, with a copy to the Engineer.

10.3.1.1 The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance

reported by the Contractor and in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is to the fault or negligence of the party seeking indemnity.

10.3.4 The Engineer and Engineer's consultants and employees shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials or toxic substances in any form at the Project site.

10.3.5 The Owner and Engineer shall not be responsible under Paragraph 10.3 for hazardous materials and substances brought to the Project site by the Contractor unless such materials or substances were required by the Contract Documents and the Contractor so notified the Owner and Engineer. The Contractor shall notify the Owner and Engineer prior to bringing any hazardous material or substance onto the Project site.

10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3. and Article 7.

10.4.2 The Contractor shall promptly report in writing to Owner and Engineer all accidents arising out of, or in connection with, the performance of the Work, whether on or off the site, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious

property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Engineer.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly, or indirectly, employed by any of them, or by anyone for whose acts any of them may be liable:

- .1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3** claims for damages because of bodily injury, sickness, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;
- .4** claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;
- .5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7** claims for bodily injury or property damage arising out of completed operations;
- .8** claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- .9** Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - (1) Premises Operations (including X, C and U coverages as applicable).
 - (2) Independent Contractors' Protective.
 - (3) Products and Completed Operations.
 - (4) Personal Injury Liability with Employment Exclusion deleted.
 - (5) Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.
 - (6) Owned, non-owned and hired motor vehicles.
 - (7) Broad Form Property Damage including Completed Operations.
- .10** If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable

extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the Bid documents or as required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:
 - (a) State: **Texas Statutory**
 - (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):
Statutory: Not Applicable
 - (c) Maritime: **Not Applicable**
 - (d) Employer's Liability: **\$ 500,000** each accident
\$ 500,000 disease, policy limit
\$ 500,000 disease, each employee
 - (e) Benefits required by union labor contracts: **As Applicable**
 - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (c) Products and Completed Operations Insurance to be maintained for a minimum period of **five (5)** year(s) after final payment:
 - (d) Property Damage Liability Insurance shall include coverage for the following hazards:
 - 1) X (Explosion).
 - 2) C (Collapse).
 - 3) U (Underground).
 - (e) Broad Form Property Coverage shall include Completed Operations.
 - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

3. Contractual Liability:
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 2,000,000 aggregate

4. Personal Injury with Employment Exclusion deleted: **\$ 1,000,000**

aggregate

5. If the General Liability coverages are provided by a Commercial Liability policy, the:
 - (a) General Aggregate shall be not less than **\$ 2,000,000** and it shall apply, in total, to this Project only.
 - (b) Fire Damage Limit shall be not less than **\$ 100,000** on any one Fire.
 - (c) Medical Expense Limit shall be not less than **\$ 10,000** on any one person.
 - (d) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
6. Umbrella Excess Liability: **\$ 2,000,000** over primary insurance
\$ 10,000 retention for self-insured hazards each occurrence
7. Business Auto Liability (including owned, non-owned and hired vehicles):
 - (a) Bodily Injury: **\$ 500,000** each person
\$ 1,000,000 each accident
 - (b) Property Damage: **\$ 500,000** each occurrence
 - (c) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Note: The State of Texas has a no-fault automobile insurance requirement. Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled, or allowed to expire, until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Not later than ten (10) days from award of bid, Contractor shall deliver to the Owner, copies of the insurance certificate in accordance with the above requirements naming Owner as additional insured.

11.2 OWNER'S LIABILITY INSURANCE:

11.2.1 The Owner reserves the right to be self-insured for any and all insurance of any kind, type, or nature required by the Contract Documents.

11.2.1.1 Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract.

- .1 Bodily Injury:
\$ 1,000,000 each occurrence

- \$ 1,000,000 aggregate
 - .2 Property Damage:
 - \$ 1,000,000 each occurrence
 - \$ 1,000,000 aggregate

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus Engineer fees, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

11.3.2 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Not later than ten (10) days from and after the date on which the award of the bid is made by the Owner, Contractor shall execute, as Principal, bonds joined in by a Surety Company of the Contractor's choice, generally referred to as a "Performance Bond" and a "Payment Bond," each in a penal sum equal to 100% of the Contract Sum. The Bonds shall be on the form provided by Owner and shall be compatible with provisions of governing authorities. Contractor shall file bonds with the Owner.

11.4.2 Surety Company executing bonds shall be acceptable to Owner and shall be authorized to do business in the State of Texas.

11.4.3 Surety Company shall list the address and phone number of the home office of its' principal place of business. Surety shall also provide the name, address and phone number of the local Agent issuing the bonds.

11.4.4 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.

11.4.5 Contractor shall deliver required bonds to Owner not later than three (3) days following the date the Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.

11.4.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.7 Contractor shall keep surety informed of progress of Work and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

ARTICLE 12 **UNCOVERING AND CORRECTION OF WORK**

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Engineer's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Engineer, Owner or governing authority has not specifically requested to examine prior to its being covered, the Engineer, Owner or governing authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such cost and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Engineer, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such

rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.2 The one (1) year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.2.4 Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Engineer may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one (1) year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of Engineers, engineers, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract 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. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Engineer. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for

payment of any liens, claims, or amounts due to governments or any of their funds.

13.3 WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Engineer timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Engineer, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Engineer of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer and Project inspector (if any).

13.5.5 If the Engineer, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion.** Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EQUAL OPPORTUNITY

13.8.1 Contractor shall maintain policies of employment as follows:

- .1** Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

- .2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under the Contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor or their agents, employees or any other persons performing portions of the Work under the Contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience

and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 **ACCESS TO THE WORK**

15.1 Engineer, the Owner, and their authorized representatives, shall have access at all times to the work for inspection wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 16 **STANDARDS**

16.1 Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

16.2 The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Engineer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

16.3 It is not the intent of the Specifications to limit materials to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison of quality, application, physical conformity and other characteristics. It is not the intention to discriminate against, or prevent, any dealer, jobber or manufacturer from furnishing materials, equipment and fixtures which, in the judgment of the Engineer, expressed in writing, meet or exceed the characteristics of the specified items.

ARTICLE 17
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

17.1 No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

ARTICLE 18
PREVAILING WAGE RATES

18.1 PREVAILING WAGE RATE DETERMINATION

18.1.1 Chapter 2258, Texas Government Code, Title 10, requires state agencies, cities, counties, independent school districts and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rates in the project bid documents and the construction contract.

ARTICLE 19
AUTHORITY TO CONTRACT

The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's OCTOBER 24, 2023, meeting.

This Agreement is entered into in as of the day and year first written above and is executed in at least three (3) original copies of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of the Contract, and the remainder to the Owner.


OWNER:
BRAZOS COUNTY, TEXAS



Date: 10-24-23

Brazos County Judge
330 South Texas Ave., Suite 332
Brazos, Texas 77803

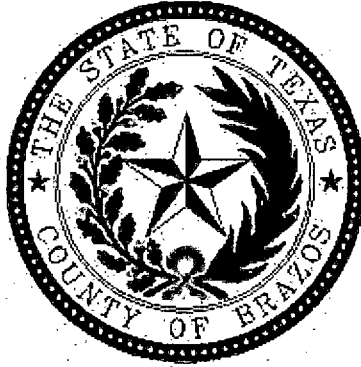
CONTRACTOR:
LARRY YOUNG PAVING, INC.



Date: 10-12-23

LARRY YOUNG PAVING, INC.

ATTACHMENT "A"
I&GN ROAD RECONSTRUCTION
REQUEST FOR PROPOSAL CIP 23-608



REQUEST FOR PROPOSALS

RFP NO. CIP 23-608

I&GN Road Reconstruction

SEALED PROPOSALS TO BE SUBMITTED BEFORE:
Tuesday, September 19, 2023, 2:00pm CST

TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the RFP. Any such contact will be grounds for rejection of the vendor's proposal.

In compliance with this solicitation, the undersigned proposer having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFP for furnishing the material and/or services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: Larry Young Paving, Inc.

By (Print): Mark Schinzler Title: COO

Physical Address: 1852 Silver Hill Rd. Bryan, TX 77807

Mailing Address: PO Box 11779 College Station TX 77842

Telephone: 979 823 4888 Fax: 979 823 4884 E-Mail: m.schinzler@larryyoungpaving.com

T. PROPOSAL EVALUATION WAIVER

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

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

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: Larry Young Paving, Inc.

Address: Po Box 11779 College Station, TX 77842

Proposer's Name: Mark Schindler

Position/Title: COO

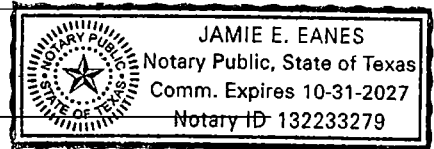
Proposer's Signature: [Handwritten Signature]

Date: 8.29.23

Subscribed and sworn to me on this 29 day of Aug in the year 2023

Jamie Eanes
Notary Public

My Commission expires 10/31/2023



U. ADDENDA

The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. 1 No. _____ No. _____

Date 9.14.23 Date _____ Date _____

1. The first part of the document is a list of the names of the members of the committee who have been appointed to study the problem of the shortage of housing in the city of New York.

2. The second part of the document is a list of the names of the members of the committee who have been appointed to study the problem of the shortage of housing in the city of New York.

3. The third part of the document is a list of the names of the members of the committee who have been appointed to study the problem of the shortage of housing in the city of New York.

4. The fourth part of the document is a list of the names of the members of the committee who have been appointed to study the problem of the shortage of housing in the city of New York.

5. The fifth part of the document is a list of the names of the members of the committee who have been appointed to study the problem of the shortage of housing in the city of New York.

V. CERTIFICATION OF PROPOSAL

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

Signed By: _____ Title: CDD

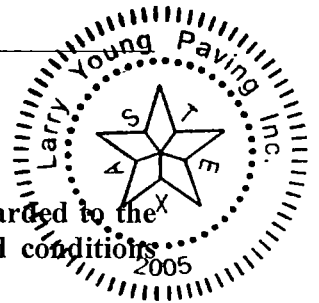
Typed Name: Mark Schinzler

Company Name: Larry Young Paving, Inc.

Mailing Address: PO Box 11779
P.O. Box or Street City State Zip

Employer Identification Number: 20-3237385

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 23-608



By signing below, Brazos County agrees that this RFP CIP 23-608 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: OCTOBER 24, 2023

Attest: Brazos County Clerk Karen McQueen

BID FORM
Addendum #1 - REVISED
I&GN Road Rehabilitation
Brazos County, Texas

GE Job #: 17-0790, GLS Job #: 619027

General Items					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
100	Mobilization, Bonds, and Insurance	1	LS	\$ 300,000.00	\$ 300,000.00
101	Traffic Control	1	LS	\$ 75,000.00	\$ 75,000.00
102	Erosion Control	1	LS	\$ 56,000.00	\$ 56,000.00
103	Temporary Mailboxes	37	EA	\$ 85.00	\$ 3,145.00
104	Permanent Single Mailbox	20	EA	\$ 580.00	\$ 11,600.00
105	Permanent Double Mailbox	2	EA	\$ 680.00	\$ 1,360.00
106	Permanent Multiple Mailbox	3	EA	\$ 1,300.00	\$ 3,900.00
107	Permanent T-Post 5 Strand Fence	2611	LF	\$ 11.00	\$ 28,721.00
108	Roadway Signage	13	EA	\$ 1,100.00	\$ 14,300.00
109	36"x36" Stop Sign	7	EA	\$ 1,400.00	\$ 9,800.00
110	Stop Bar Striping	7	EA	\$ 180.00	\$ 1,260.00
111	Temporary Fencing (~680 LF)	1	LS	\$ 7,200.00	\$ 7,200.00
Sub Total - General Items					\$ 512,286.00
Demolition					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
200	Remove Existing Culverts	1061	LF	\$ 21.00	\$ 22,281.00
201	Remove Existing Concrete Headwalls	50	LF	\$ 94.00	\$ 4,700.00
202	Clearing & Grubbing	1	LS	\$ 51,000.00	\$ 51,000.00
Sub Total - Demolition					\$ 77,981.00
Storm / Drainage					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
300	Trench Safety	1,652	LF	\$ 0.50	\$ 826.00
301	15" 4:1 Safety End Treatments, Complete in place	24	EA	\$ 1,100.00	\$ 26,400.00
302	18" 4:1 Safety End Treatments, Complete in place	26	EA	\$ 1,100.00	\$ 28,600.00
303	21" 4:1 Safety End Treatments, Complete in place	2	EA	\$ 1,700.00	\$ 3,400.00
304	24" 4:1 Safety End Treatments, Complete in place	10	EA	\$ 1,700.00	\$ 17,000.00
305	30" 4:1 Safety End Treatments, Complete in place	2	EA	\$ 2,700.00	\$ 5,400.00
306	15" RCP Class III Pipe	560	LF	\$ 100.00	\$ 56,000.00
307	18" RCP Class III Pipe	520	LF	\$ 100.00	\$ 52,000.00
308	21" RCP Class III Pipe	48	LF	\$ 130.00	\$ 6,240.00
309	24" RCP Class III Pipe	264	LF	\$ 130.00	\$ 34,320.00
310	30" RCP Class III Pipe	48	LF	\$ 160.00	\$ 7,680.00
311	Culvert Markers, Complete in Place	10	EA	\$ 160.00	\$ 1,600.00
312	2 - 60" RCP Class IV Pipe (STA 13+29.64)	55	LF	\$ 1,400.00	\$ 77,000.00
313	3 - 30" RCP Class IV Pipe (STA 46+96.50)	51	LF	\$ 560.00	\$ 28,560.00
314	3 - 60" RCP Class IV Pipe (STA 38+62.44)	53	LF	\$ 2,100.00	\$ 111,300.00
315	3 - 60" RCP Class IV Pipe (STA 10+10.61)	53	LF	\$ 2,100.00	\$ 111,300.00
316	Concrete Headwalls w/ Flared Wings for 3 - 60" RCP Culverts at 15° Skew @ 2:1 Slope (STA 10+10.61) Per TxDot Detail (CH-FW-15) w/ Structural Backfill and Concrete Apron w/ Concrete Energy Dissipators	1	EA	\$ 39,000.00	\$ 39,000.00
317	Concrete Headwalls w/ Parallel Wings for 3 - 60" RCP Culverts at 15° Skew @ 2:1 Slope (STA 10+10.61) per Headwall Detail C1004 w/ Structural Backfill	1	EA	\$ 45,000.00	\$ 45,000.00
318	Concrete Headwalls w/ Flared Wings for 2 - 60" RCP Culverts at 15° Skew @ 2:1 Slope (STA 13+29.64) Per TxDOT Detail (CH-FW-30) w/ Structural Backfill and Concrete Apron w/ Concrete Energy Dissipators	1	EA	\$ 26,000.00	\$ 26,000.00
319	Concrete Headwalls w/ Parallel Wings for 2 - 60" RCP Culverts at 15° Skew @ 2:1 Slope (STA 13+29.64) per Headwall Detail C1004 w/ Structural Backfill	1	EA	\$ 104,000.00	\$ 104,000.00
320	Concrete Headwalls w/ Parallel Wings for 3 - 60" RCP Culverts at 0° Skew @ 2:1 Slope (STA 38+62.44) TXDOT Detail (CH-PW-0) w/ Structural Backfill	1	EA	\$ 34,000.00	\$ 34,000.00

BID FORM
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I&GN Road Rehabilitation
Brazos County, Texas

321	Concrete Headwalls w/ Flared Wings for 3 - 60" RCP Culverts at 0° Skew @ 2:1 Slope (STA 38+62.44) TXDOT Detail (CH-FW-0) w/ Structural Backfill and Concrete Apron w/ Concrete Energy Dissipators	1	EA		\$ 39,000.00	\$ 39,000.00
322	Concrete Headwall / Flared Wings for 3 - 30" RCP Culverts at 0° Skew @ 4:1 Slope (STA 46+96.50) TXDOT Detail (CH-FW-0) w/ Structural Backfill with Concrete Apron w/ Concrete Energy Dissipators	1	EA		\$ 22,000.00	\$ 22,000.00
323	Concrete Headwalls w/ Parallel Wings for 3 - 30" RCP Culverts @ 4:1 Slope (STA 46+96.50) TXDOT Detail (CH-PW-0) w/ Structural Backfill	1	EA		\$ 36,000.00	\$ 36,000.00
Sub Total - Storm/Drainage						\$ 912,626.00
Water Line						
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>		<i>Unit Cost</i>	<i>Total</i>
400	Trench Safety	6342	LF		\$ 1.25	\$ 7,927.50
401	Cut and Cap Existing 1.5" Waterline including related items and appurtenances	2	EA		\$ 1,100.00	\$ 2,200.00
402	Cut and Cap Existing 4" Waterline including related items and appurtenances	2	EA		\$ 1,100.00	\$ 2,200.00
403	Demo & Remove 1.5" Waterline	1660	LF		\$ 8.00	\$ 13,280.00
404	Demo & Remove 2"-2.5" Waterline	1167	LF		\$ 8.00	\$ 9,336.00
405	Demo & Remove 4" Waterline	1028	LF		\$ 8.00	\$ 8,224.00
406	Demo & Remove 8" Waterline	11	LF		\$ 11.00	\$ 121.00
407	Demo& Remove 12" Waterline	5444	LF		\$ 13.00	\$ 70,772.00
408	Saw Cut Existing Concrete Pavement, Remove & Repair (6" thickness assumed)	175	SY		\$ 160.00	\$ 28,000.00
409	Dry Bore 12" Waterline (STA 40+26 to STA 40+66)	40	LF		\$ 200.00	\$ 8,000.00
410	Remove and Salvage 12"x8" Tee & Valve Assembly, Deliver to Wellborn SUD Yard	1	EA		\$ 1,600.00	\$ 1,600.00
411	Disconnect, Relocate and Reconnect Existing Fire Hydrant Assembly on new 6" line	1	EA		\$ 6,400.00	\$ 6,400.00
412	Install Fire Hydrant Assembly on Existing 12" Line	1	EA		\$ 1,100.00	\$ 1,100.00
413	Install 1.5" Poly Waterline	61	LF		\$ 37.00	\$ 2,257.00
414	Install 2.5" PVC (ASTM D2241 SDR 21) Waterline	80	LF		\$ 40.00	\$ 3,200.00
415	Install 3" PVC (ASTM D2241 SDR 21) Waterline	112	LF		\$ 43.00	\$ 4,816.00
416	Install 4" C-900 DR14 PVC Waterline & DI Fittings	379	LF		\$ 48.00	\$ 18,192.00
417	Install 6" C-900 DR14 PVC Waterline & DI Fittings	9	LF		\$ 64.00	\$ 576.00
418	Install 8" C-900 DR14 PVC Waterline & DI Fittings	15	LF		\$ 80.00	\$ 1,200.00
419	Install 12" C-900 DR14 PVC Waterline & DI Fittings	5686	LF		\$ 150.00	\$ 852,900.00
420	Install 4" PVC Sched 40 Encasement Pipe	162	LF		\$ 47.00	\$ 7,614.00
421	Install 6" PVC Sched 40 Encasement Pipe	115	LF		\$ 53.00	\$ 6,095.00
422	20" X 3/8" Thick steel casing with spacers, end seals, and restraining joints by open cut, complete in place (does not include carrier pipe)	276	LF		\$ 290.00	\$ 80,040.00
423	4" Gate Valve	6	EA		\$ 1,600.00	\$ 9,600.00
424	6" Gate Valve	1	EA		\$ 2,200.00	\$ 2,200.00
425	8" Gate Valve	2	EA		\$ 2,900.00	\$ 5,800.00
426	12" Gate Valve	20	EA		\$ 5,200.00	\$ 104,000.00
427	Cut in 12" x 4" Tee into existing 12" Waterline	1	EA		\$ 3,600.00	\$ 3,600.00
428	12" x 4" Tee	3	EA		\$ 1,400.00	\$ 4,200.00
429	12" x 6" Tee	1	EA		\$ 1,600.00	\$ 1,600.00
430	12" x 8" Tee	2	EA		\$ 1,700.00	\$ 3,400.00
431	12" x 12" Tee	2	EA		\$ 2,000.00	\$ 4,000.00
432	4" x 4" Tee	1	EA		\$ 700.00	\$ 700.00
433	12" X 1.5" Tapping Sleeve and Gate Valve	2	EA		\$ 860.00	\$ 1,720.00
434	12" X 2.5" Tapping Sleeve and Gate Valve	2	EA		\$ 3,600.00	\$ 7,200.00
435	Long Side Single Water Service 1.5" Poly Pipe (~80-100 LF) to include 3/4" Angle Stop, Relocation and Reconnection of Existing Water Meter, Additional Poly service line on private side to connect to exting water service as needed	5	EA		\$ 2,700.00	\$ 13,500.00

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436	Short Side Single Water Service 1.5" Poly Pipe >15 LF to include 3/4" Angle Stop, Relocation and Reconnection of Existing Water Meter, Additional Poly service line on private side to connect to existing water service as needed	7	EA	\$ 1,500.00	\$ 10,500.00
437	Relocate and Reconnect Existing Single Water Service to include 3/4" Angle Stop, Relocation and Reconnection of Existing Water Meter, Additional Poly service line on private side to connect to existing water service	4	EA	\$ 660.00	\$ 2,640.00
438	Connect to Existing 1.5" Waterline	2	EA	\$ 1,300.00	\$ 2,600.00
439	Connect to Existing 2.5" Waterline	2	EA	\$ 1,600.00	\$ 3,200.00
440	Connect to Existing 3" Waterline	2	EA	\$ 1,900.00	\$ 3,800.00
441	Connect to Existing 4" Waterline	5	EA	\$ 2,100.00	\$ 10,500.00
442	Connect to Existing 8" Waterline	3	EA	\$ 2,400.00	\$ 7,200.00
443	Connect to Existing 12" Waterline	5	EA	\$ 2,700.00	\$ 13,500.00
Sub Total - Water Line					\$ 1,351,510.50
Pavement and Earthwork					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
500	Mill Existing Roadway Asphalt, Base and Subgrade to be Cement Stabilized at 8" depths and used as Sub-Base and to Shoulder Up (excess to be removed Off-site)	19580	SY	\$ 3.75	\$ 73,425.00
501	Demolition of Existing Driveways and Base Material (Pulverize and Mix)	1473	SY	\$ 3.75	\$ 5,523.75
502	Earthwork - Cut to Fill, Design Grades (In Place) (see Note 1)	7211	CY	\$ 16.00	\$ 115,376.00
503	Earthwork - Cut to Haul to Design Grades (see Note 1)	2000	CY	\$ 14.00	\$ 28,000.00
504	General Fill to Design Grades (In Place)	50	CY	\$ 150.00	\$ 7,500.00
505	Earthwork - Remove and Replace Unsuitable Soils and Material with Select Fill Including Compaction (In Place). Limits of Remove and Replace to be Approved by Engineer Prior to Initiating Work.	100	CY	\$ 80.00	\$ 8,000.00
506	Select Fill (Material Only)	100	CY	\$ 28.00	\$ 2,800.00
507	Flowable Fill, Complete in Place	50	CY	\$ 160.00	\$ 8,000.00
508	Cement Stabilization for 8" Sub-Base	27248	SY	\$ 3.00	\$ 81,744.00
509	Cement for Stabilization of Subgrade	392	TON	\$ 310.00	\$ 121,520.00
510	Install Reclaimed Subbase for Shoulder	3221	SY	\$ 9.00	\$ 28,989.00
511	7" Type B HMAC Black Base	25158	SY	\$ 50.00	\$ 1,257,900.00
512	4" HMAC Installation - Type C	25158	SY	\$ 29.00	\$ 729,582.00
513	Driveway Installation - 4" Reclaimed Sub-Base	2603	SY	\$ 17.00	\$ 44,251.00
514	Driveway and Mailbox Turnout Installation - 2" HMAC	2543	SY	\$ 24.00	\$ 61,032.00
515	Driveway Installation - 6" Concrete	60	SY	\$ 130.00	\$ 7,800.00
516	Demolition and Haul off of Existing Concrete Driveway	37	SY	\$ 28.00	\$ 1,036.00
517	4" Concrete Sloped Pavement	1055	SY	\$ 78.00	\$ 82,290.00
518	Type R Rock Rip Rap, 200-250lb, Hand Placed and Grouted (18" Embedment) for Crossing Culverts, Complete in Place	392	SY	\$ 160.00	\$ 62,720.00
519	Revegetation - Hydromulch all disturbed areas	1	LS	\$ 36,000.00	\$ 36,000.00
520	Striping (Centerline and Reflective Markers)	1	LS	\$ 15,000.00	\$ 15,000.00
Sub Total - Pavement and Earthwork					\$ 2,778,488.75

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I&GN Road Rehabilitation
Brazos County, Texas

Guardrails					
600	Metal Beam Guard Fence (GF(31)-19), Complete in Place	869	LF	\$ 35.00	\$ 30,415.00
601	Softstop End Terminal (50'-9.5") - SGT(10S)31-16, Complete in Place	2	EA	\$ 4,400.00	\$ 8,800.00
602	4" Thick Concrete Mow Strip (Guardrail), Complete in Place	376	SY	\$ 86.00	\$ 32,336.00
Sub Total - Guardrails					\$ 71,551.00
Construction Cost					\$ 5,704,443.25
Contingency					\$ 200,000.00
Total Construction Cost					\$ 5,904,443.25
Calendar Days to Completion					\$ 220.00

Note: Quantities provided in Line Item 501 and 502 are in-place earthwork quantities with proposed pavement removed from earthwork calculation.



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to CIP 23-608 I&GN Road Reconstruction

Issued: September 14, 2023
Change: Updated Drawings, Updated Bid Form, Clarifications, and Pre-Proposal Sign In Sheet
Reason: Clarification and Information

Changes made are summarized as the following:

- Drawings
 - C103 – OVERALL LAYOUT
 - Updated pavement type on Driveway 6
 - C200-C202 – TRAFFIC CONTROL
 - Updated advanced warning signage
 - C300 – DEMOLITION PLAN
 - Updates to driveway demolition to match proposed pavement limits
 - C301 – DEMOLITION PLAN
 - Revision to the note for 4" Waterline to remain
 - C800-C802 – SIGNAGE & STRIPING PLAN
 - Additional permanent signage shown
- Bid Form
 - Updates to total permanent signage
 - Updates to driveway demo quantity, driveway pavement,
 - Updates to steel casing quantity
 - Update of line item #500

New drawings and bid form are attached along with the pre-proposal sign in sheet (which was requested).

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum

Signature: _____
Printed Name: Mark Schuch



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Larry Young Paving, Inc. as principal, hereinafter called the "Principal," and **MARKEL INSURANCE COMPANY**, at 4521 Highwood Parkway, Glen Allen VA 23060 , as surety, hereinafter called the "Surety," are held and firmly bound unto Brazos County as obligee, hereinafter called the Obligee, in the sum of Five Percent (5 %) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for RFP No. CIP 23-608 I&GN Road Reconstruction

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

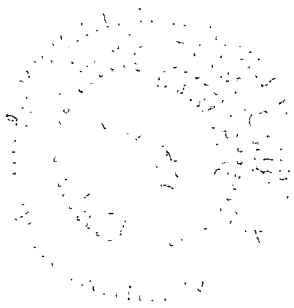
SIGNED, sealed and dated this 30th day of August, 20 23.

Larry Young Paving, Inc.
(Principal)

BY: *Herbert L. Young Jr.*
TITLE: President

Markel Insurance Company
BY: *Alexandria Petroski*
Alexandria Petroski , Attorney-in-Fact

THE RIDER ATTACHED HERETO IS INCORPORATED IN THIS BOND AND MODIFIES COVERAGE UNDER THIS BOND.



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Connie Grocholski, Alexandria Petroski, Teresa Martin, Sally White

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:


Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

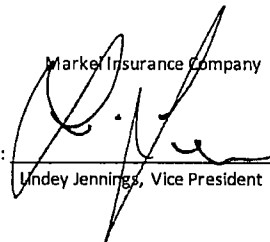
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



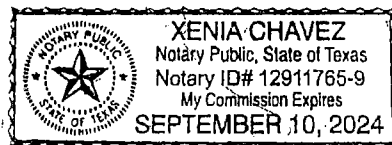
Markel Insurance Company

By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Xenia Chavez, Notary Public
My commission expires 9/10/2024

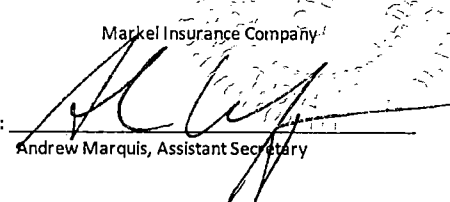
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 30th day of August, 2023

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Markel Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Larry Young Paving, Inc.
College Station, TX United States

Certificate Number:
2023-1065473

Date Filed:
08/29/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP NO. CIP 23-608
Road Construction - I&GN

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Larry Young Paving, Inc.	Bryan, TX United States	X	

5 Check only if there is NO Interested Party.

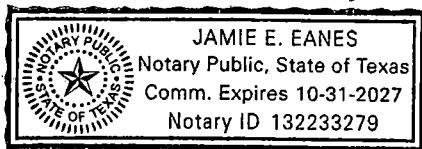
6 UNSWORN DECLARATION

My name is Herbert L. Young, Jr., and my date of birth is 11.30.49.

My address is 1852 Silver Hill Rd., Bryan, TX, 77807, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas on the 29 day of Aug., 2023.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



LARRYOU-01

KBAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2023

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

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

PRODUCER Rollo Insurance Group, Inc 1202 Amistad Loop College Station, TX 77845	CONTACT NAME:	
	PHONE (A/C, No, Ext): (214) 415-0113	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : United Fire & Ind Co		19496
INSURER B : Texas Mutual Insurance Company		22945
INSURER C : Homesite Ins Co Of The Midwest		13927
INSURER D : Endurance American Specialty Insurance Company		41718
INSURER E :		
INSURER F :		

INSURED
Larry Young Paving, Inc. Silver Hill Equipment Co., LLC
PO Box 11779
College Station, TX 77842

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			85327666	8/23/2023	8/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			85327666	8/23/2023	8/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			85327666	8/23/2023	8/23/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0001311091	8/23/2023	8/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			CXP-022988-00	8/23/2023	8/23/2024	Excess Liab \$4M X \$1
D	Excess Liability			ELD30043365100	8/23/2023	8/23/2024	Excess Liab \$5M X \$5M

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

RFP No. CIP23-608

I & GN Road Reconstruction

CERTIFICATE HOLDER**CANCELLATION**

Brazos County Purchasing Department
200 S. Texas Ave. Suite 352
Bryan, TX 77803

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

AUTHORIZED REPRESENTATIVE

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER 1	
3. TITLE AND LOCATION <i>(City and State)</i> COLLEGE STATION, TX PEACH CREEK CUT-OFF ROAD		4. YEAR COMPLETED PROFESSIONAL SERVICES 2023 CONSTRUCTION HMAC	
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Brazos County, TX	b. POINT OF CONTACT NAME Fred Paine	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL 979-822-2127	
6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>			
Relevance to Selection Criteria			
<ul style="list-style-type: none"> • Pavement, Earthwork and Storm 			

Contract Value: \$4,508,709.00



FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Larry Young Paving	Bryan, TX	General Contractor
b.	Gessner Engineering	Bryan, TX	Engineer

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER 2	
3. TITLE AND LOCATION (City and State) CITY OF COLLEGE STATION, TX ROCK PRAIRIE RD WEST WIDENING		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION Reinforced Concrete Paving
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of College Station	b. POINT OF CONTACT NAME Susan Monet	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL 979.764.3558	

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Relevance to Selection Criteria
<ul style="list-style-type: none"> Reinforced Concrete Paving, Storm, Sanitary Sewer, Water, Sidewalks, and Signals



Contract Value: \$4,992,868.45



FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Larry Young Paving	Bryan, TX	General Contractor
b.	Kimley Horne	College Station, TX	Architect / Engineer
c.	Kimley Horne	Houston, TX	Architect / Engineer

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER 3	
3. TITLE AND LOCATION <i>(City and State)</i> BRYAN, TX FM 158/ WILLIAM J. BRYAN		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION Reinforced Concrete Paving
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER TxDOT	b. POINT OF CONTACT NAME James Robbins, A.E.	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL 979.778.6233	
6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>			
Relevance to Selection Criteria			
<ul style="list-style-type: none"> Water, Storm, Sanitary, Reinforced Concrete Paving. 			



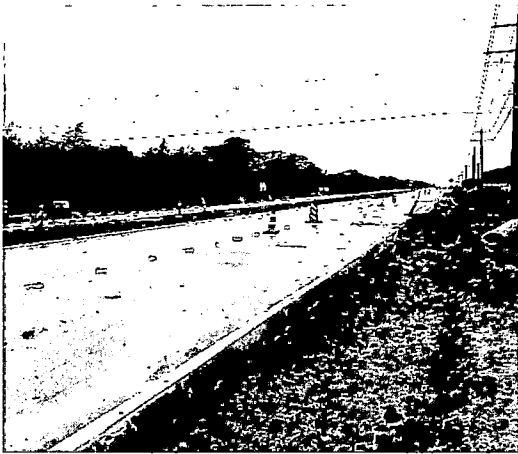
Contract Value: \$17,570,277.90

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Larry Young Paving	Bryan, TX	General Contractor
b.	TxDOT	Bryan, TX	Owner /Engineer
c.	Lochner Engineering	Austin, TX	3rd party Records Keeper/Engineer

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER 4	
3. TITLE AND LOCATION <i>(City and State)</i> CITY OF COLLEGE STATION, TX GREENS PRAIRE TRAIL WIDENING PROJECT		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION Reinforced Concrete Paving
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of College Station	b. POINT OF CONTACT NAME James Smith	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL jsmith@cstx.gov	

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Relevance to Selection Criteria
<ul style="list-style-type: none"> Reinforced Concrete Paving, Storm, Sanitary Sewer, Water

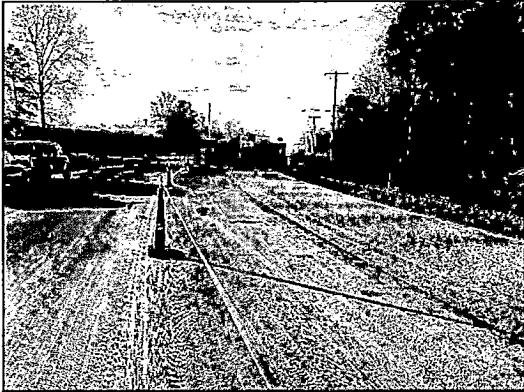


Contract Value: 9,241,153.75

7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Larry Young Paving	Bryan, TX	General Contractor
b.	Binkley & Barfield	College Station, TX	Engineer
c.	Bayer Construction	Bryan, TX	Subcontractor – Electrical
d.	Elliott Construction	Bryan, TX	Subcontractor – Underground Utilities

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER 5	
3. TITLE AND LOCATION <i>(City and State)</i> CITY OF CONROE, TX CONROE PARK NORTH EXTENSION & FARRELL ROAD WIDENING		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION Reinforced Concrete Paving
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of Conroe, TX	b. POINT OF CONTACT NAME CJ Locklear	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL 936-522-3000	

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>	
Relevance to Selection Criteria	
<ul style="list-style-type: none"> Reinforced Concrete Paving, Storm, Sanitary Sewer, Water, Bridge 	



Contract Value: \$13,082,603.00

Change Order #1 – Dirt Quantity in Design vs Actual	\$139,854.40
Change Order #2 – Upsizing Water Line including Bore	\$134,836.80

7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Larry Young Paving	Bryan, TX	General Contractor
b.	Half	Conroe, TX	Engineer
c.	Bortunco	Houston, TX	Subcontractor – Boring
d.	Lindsey Construction	Spring, TX	Subcontractor – Earthworks
e.	Randy Roan Construction	Montgomery, TX	Subcontractor – Clearing and Grubbing
f.	Tom Mac	Houston, TX	Subcontractor – Pile Driving



Larry Young Paving, Inc.
PO Box 11779
College Station, TX 77842
979-823-4888
m.schinzler@larryyoungpaving.com

HISTORY/QUALIFICATIONS

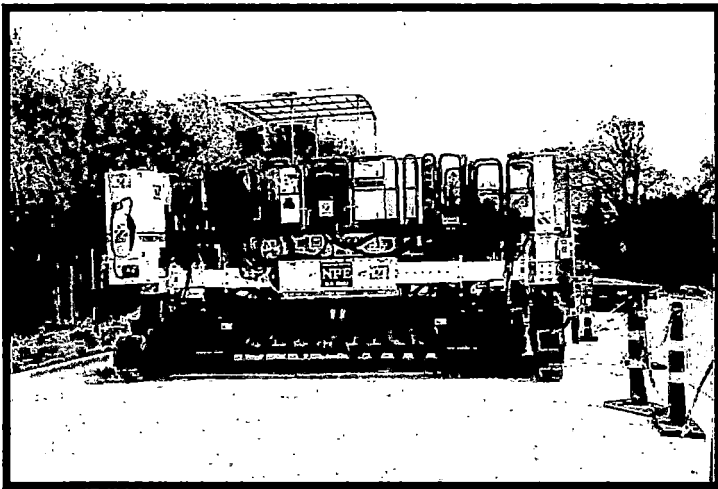
Larry Young Paving (LYP) is ready and able to provide the City of Conroe with experienced, qualified personnel and management practices to deliver on time, on budget performance. Since its founding in August 2005, LYP has seen exponential growth while maintaining an aggressive stance in project delivery of local city, county and state projects. Our past experience provides us with the knowledge and understanding of accepted industry practices required under defined contract terms and conditions to meet or exceed client expectations.

Company History

In August 2005 Larry Young Paving (LYP) was established specializing primarily in commercial and residential asphalt parking lots, driveways, repairs and general site work focused on the private sector. As the workload increased the company began pursuing local municipal, county and state opportunities matching internal resource requirements in both manpower and equipment requirements. At present LYP is under contract with the City of Bryan, City of College Station, TXDOT and numerous local development companies totaling more than sixty projects of various scope and budget. Current project workload includes the construction of multi-span bridges, slip form paving, asphalt paving, earthworks and underground utilities.

Experience and Qualifications

LYP is experienced in all phases of local and regional civil works project delivery requirements. Currently the company employs over 250 skilled and unskilled personnel to include equipment operators, concrete, asphalt and underground utility crews. Added to workforce, LYP equipment count exceeds 130 pieces to include late model excavators, loaders, motor graders, dozers, ridged and flexible pavers, and trucks.



Project Management is key to the success of LYP. Our combined years' experience of management staff exceeds 150 providing a comprehensive approach to all aspects of Civil Works project delivery.

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

1. NAME MARK SCHINZLER	2. ROLE IN THIS CONTRACT General Manager	3. YEARS EXPERIENCE	
		a. TOTAL 15	b. WITH CURRENT FIRM 15
4. FIRM NAME AND LOCATION Larry Young Paving, Inc., Bryan, TX			
5. SUMMARY Over 13 years of experience in private development, municipal, county, and state civil works projects. Education: Texas A&M University, BS-2002		6. AREAS OF EXPERTISE Flexible and ridged pavements, underground wet and dry utilities, earthworks, stabilization, contract management, client liaison, operations and financial management.	

7. EXPERIENCE

Larry Young Paving, Inc.

2007-Present

General Manager

Five-plus years of experience as a project manager of projects from USAGE to municipalities and public work for TAMU. Management of approx. \$80 million in contracts annually. Well versed in varying specifications for asphalt design, concrete design and the installation of storm utilities. Licensed (Company Representative) in Texas, Louisiana as Highway Contractor and Mississippi as General Asphalt pavement contractor. Project scheduler with experience in all aspects of project material procurement and subcontractor methodology and timelines. Experience in both general building construction as well as civil construction. Financial management for varying sized projects as well as VE for customers who require.

GTEC, PA.

2004-2007

Administrator

Administrator in the Health care industry for 16 physicians and 30 mid-level providers. Managed build outs for medical offices and lease tenants. Developed compensation for physicians based on ER care practices, bill-ables, payer mix, etc. Management of all cash flows for the company and tax planning.

9. RELEVANT PROJECTS

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
Longmire Road Widening Conroe, Texas	2020
Owner Information: City of Conroe P O Box 3066 Conroe, TX 77305	Work Performed Under: Larry Young Paving

Description: Three mile road widening and rehabilitation project including reinforced concrete paving, sidewalks, storm, sanitary sewer, water, and lighting.

Role: General Manager

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
Conroe Park North Extension and Farrell Road Widening Conroe, Texas	2021
Owner Information: City of Conroe P O Box 3066 Conroe, TX 77305	Work Performed Under: Larry Young Paving

Description: This is phase II of this project, an extension of Conroe Park and widening of Farrell Road. The project includes reinforced concrete paving, storm, sanitary sewer, water, and a bridge.

Role: General Manager

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
City of Bryan – Woodville Road Bryan, Texas	2021
Owner Information: City of Bryan PO Box 1000 Bryan, TX 77802	Work Performed Under: Larry Young Paving

Description: Rehabilitation of Woodville Road including reinforced concrete paving, sidewalks, storm, sanitary sewer, and water.

Role: General Manager

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

1. NAME MICHAEL CHRIS HUMPHRIES	2. ROLE IN THIS CONTRACT Contracts / Project Manager	3. YEARS EXPERIENCE	
		a. TOTAL 45	b. WITH CURRENT FIRM 6
4. FIRM NAME AND LOCATION Larry Young Paving, Inc., Bryan, TX			
5. SUMMARY Knowledgeable in all phases of Civil Works with special emphasis on roads and highways and civil works procurement. Professional experience includes national highway master planning and feasibility studies, procurement of capital works, goods and services, preparation of contracts and purchase orders and award process, for new construction, reconstruction and operation maintenance.		6. AREAS OF EXPERTISE Project Management, Procurement, Operations and Maintenance, Land Acquisition and Resettlement, Government Advisory, Contract Management, Design Management	

7. EXPERIENCE

- Larry Young Paving, Inc.** 2017-Present
Contracts / Project Manager
 Responsible for contractual compliance and QC implementation. Coordination with the Engineer/Employer.
- Asian Development Bank** 2013-2017
Consultant
 Transport Technical Assistant to the Ministry of Public Works Project Management Office developing guidelines to assist the government in the preparation, implementation and management of Civil Works Construction contracts within the framework of FIDIC based contracts and the procurement of related Goods and Services. Mentor Project Managers of the Afghanistan Ministry of Public Works in the day to day management of construction and construction supervision contracts, including reviewing and checking invoices and supporting documentation, providing deliverables, checking, reviewing and updating progress and personnel schedules.
- The Louis Berger Group** 2004-2013
Engineer / Country Manager
 Development of strategic opportunities in Afghanistan thru Military Overseas Contingency Operations and other Donor Funded initiatives. Preparation proposals for all Contracts in Afghanistan other than those under the AIRP Program. Support for all other business units of the Louis Berger Group operating in Afghanistan including preparing and implementing all purchase orders and contracts for goods and services. Responsible for the interpretation of the FIDIC-based contract, instructing the contractor to adhere to contract requirements, the determination of contract disputes, assuring quality control, checking measurement of the works for payment and the certification of all contractor invoices. Preparation of bi-monthly reporting to client, processing of contract variation orders, project budget management. Established coordination meetings with local tribal elders on a bi-weekly basis for conflict mitigation related to local village issues along the alignment.
- Main Street Wholesale** 1992-2004
Operating Officer / Partner
 Operating Officer / Partner of family owned agriculture related business. Responsibilities included day-to-day management and operations of office and field activities including payroll, accounting, equipment procurement and maintenance.
- Ten Mile, Inc. General Contractor** 1987-1992
General Superintendent / Project Manager
 Responsible for day to day activities in the field related to reinforced concrete paving, site grading, underground utility installation, and drainage systems. Projects included private development, municipal and county government infrastructure contracts.
- Robert E McKee** 1985 -1987
Project Engineer
 Coordinated subcontractors/client from submittal process during construction phases of multi-story, cast in place concrete structures. Projects included Presbyterian Hospitals of Dallas Phase III, Margot Perot Medical Complex Lower Level Renovations, Texas Instruments Plano, and Reunion Parking Garage.
- Carter-Stephens** 1980 - 1982
Project Superintendent

Responsible for timely completion of light frame commercial and structural steel vertical construction projects. Projects included Dowell Oilfield Services- Luling Facility, Accurate Wireline-South Texas, US Steel Phase II Expansion and Bell-Textron Plant Expansion -Ft. Worth.

R.B.Butler, Inc.

1977-1980

Project Foreman

Structural steel/light frame vertical commercial projects, oilfield related Civil Works, and cast in place concrete structures throughout Texas.

8. RELEVANT PROJECTS	
1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
Conroe Park North Extension and Farrell Road Widening Conroe, Texas	2021
Owner Information: City of Conroe P O Box 3066 Conroe, TX 77305	Work Performed Under: Larry Young Paving

Description: This is phase II of this project, an extension of Conroe Park and widening of Farrell Road. The project includes reinforced concrete paving, storm, sanitary sewer, water, and a bridge.

Role: Project Manager

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
TxDOT FM 1774 Grimes County, Texas	Ongoing
Owner Information: TxDOT 125 E 11 th St Austin, TX 78704	Work Performed Under: Larry Young Paving

Description: Rehabilitation of FM 1774 including asphalt paving and storm drain.

Role: Project Manager

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
Palasota Drive Bryan, Texas	Ongoing
Owner Information: City of Bryan PO Box 1000 Bryan, TX 77802	Work Performed Under: Larry Young Paving

Description: Rehabilitation and widening of Palasota Drive, including reinforced concrete paving, storm, sanitary sewer, and water.

Role: Project Manager

- e. Exhibit E: Specifications
- f. Exhibit F: Geotech Report
- g. Exhibit G: County Construction Agreement

6. By submitting a response to this RFP, the proposer is agreeing to sign the County's Construction Agreement, Exhibit G attached.

7. **The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.**

- a. **Completed and signed RFP including:**
 - i. **References (Section S)**
 - ii. **Certification of Proposal (Section V)**
- b. **Bid Bonds**
- c. **Exhibit B and/or Exhibit C – Pricing Form**

R. PRICING

Complete Exhibit B and/or Exhibit C attached and submitted with the proposal.

S. REFERENCES

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: City of Conroe
 Contact: Tera B. Gaha, P.E.
 Phone: 936.522.3133
 Email: tgaha@cityofconroe.org

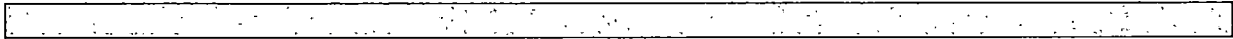
Company/Entity: Johnnie Price, P.E. - CEC
 Contact: Johnnie Price, P.E.
 Phone: 979 846.6212
 Email: johnnie.price@kci.com

Company/Entity: City of College Station

Contact: James Smith

Phone: 979 764.3877

Email: jsmith@cityofcollegestation.gov



Company/Entity: Gessner Engineering

Contact: Sean Ray, M.E., P.E.

Phone: 979 985.3619

Email: sray@gessnereng.com



Company/Entity: Gary Arnold - Brazos County

Contact: Gary Arnold

Phone: _____

Email: garnold@brazoscountytexas.gov



CITY OF CONROE

Est. 1904

May 10, 2021

City of Bryan
205 E 28th St.
Bryan, TX 77803

Re: Project Reference

To Whom it May Concern:

Over the past 3 years, Larry Young Paving has contracted approximately \$30 M in work with the City of Conroe. From Rehab to New Construction contracts, Larry Young Paving has completed many difficult projects for the City requiring bridge construction, slipform paving, deep sanitary and waterline mostly with their own crews. We found them to be exceptional in both their knowledge base and their ability to execute the work. They provided solutions to difficult problems and completed projects on time. I would recommend their company without question. If you require any additional information, please don't hesitate to contact me

Sincerely,

A handwritten signature in cursive script, appearing to read "Tara B. Gaha".

Tara B. Gaha, P.E.
Senior Project Engineer
Engineering Dept.
City of Conroe



CIVIL ENGINEERING CONSULTANTS
DOR DURDEN, INC.

Johnnie Price, P.E., CFM
Civil Engineering Consultants
1555 Greens Prairie Rd.
College Station, TX 77845

May 10, 2021

City of Bryan
205 E 28th St.
Bryan, TX 77803

Re: Reference of Work

To Whom it May Concern:

Larry Young Paving has worked with me several projects in the past and most recently on the City of Navasota Railroad St. Project. The project primarily was a drainage project to alleviate drainage conditions in the downtown area with a budget of approximately \$1.8mil. In addition to the drainage infrastructure, the project included waterline replacement, pavement removal/replacement, electrical, irrigation and telecommunication rerouting were a part of the project scope.

Overall, I found Larry Young Paving to be diligent in the completion of their work and were consistently onsite with various crews as the project required. Their project management team was easy to work with, handled in-field issues well and was knowledgeable regarding the work. With regards to change orders, they were fair and reasonable and overall helped to create a team atmosphere. I would recommend Larry Young Paving without reservation for any civil project for their professionalism, timely accomplishment of the work and quality product.

Sincerely,

A handwritten signature in black ink, appearing to be 'JP', written over a horizontal line.

Johnnie Price, P.E., CFM
Senior Project Manager

SAN ANTONIO - BRYAN/COLLEGE STATION - LAREDO

Mark Schinzler

From: Gary Arnold <GArnold@brazoscountytx.gov>
Sent: Friday, May 7, 2021 3:58 PM
To: Mark Schinzler
Subject: reference

To whom it may concern: Larry Young Paving has completed 6 Road projects with live traffic on each one in the last 2 years for me. All 6 projects were completed well before completion deadline with 0 change orders. There management team and field personnel are second to none.

Gary Arnold
Operations Manager
Brazos County Road and Bridge

Mark Schinzler

From: Mark Schinzler
Sent: Monday, May 10, 2021 4:53 PM
To: Mark Schinzler
Subject: RE: Written References

From: James Smith <jsmith@cstx.gov>
Sent: Monday, May 10, 2021 4:35 PM
To: Mark Schinzler <m.schinzler@larryyoungpaving.com>
Subject: RE: Written References

Larry Young Paving has completed several roadway projects for the City of College Station. The quality of utility, concrete and roadway work has met or exceeded all of our requirements and expectations. Often I will receive comments from residents on how pleased they are with the look and quality of the infrastructure and how they feel like it has improved the look of their neighborhoods.

James Smith, PE
Project Manager
Phone 979-764-3877
Cell-979-324-7058



GESSNER
ENGINEERING

May 11, 2021

City of Bryan
205 E 28th Street
Bryan, Texas 77803

Re: Letter of Reference

To Whom it May Concern:

I have had the pleasure of working with Larry Young Paving on several projects including a challenging road failure project that involved extensive grading and storm work. The I&GN Roadway Failure Remediation project was a \$1.4 Million project that improved drainage adjacent to the roadway and lowered the roadway to reduce the embankment side slopes to remediate the embankment failure. The project required Larry Young Paving to perform the extensive work while maintaining access to adjacent properties to owners, mail service, and trash collection.

Larry Young Paving was diligent, respectful and understanding with adjacent property owners, and completed the work ahead of schedule. They ensured the safety of the public was a high priority by continually inspecting traffic control and the site for potential hazards. Punch list items were completed in a timely manner and to the requirements/needs of the project team. I recommend Larry Young Paving for any Civil project and look forward to working with them for many years to come.

Sincerely,

Sean Ray, M.E., P.E.
Project Coordination – Department Head
Gessner Engineering, LLC

BRYAN • BRENHAM • FORT WORTH • GEORGETOWN • SAN ANTONIO

Corporate: 401 25th Street, Suite 3 / Bryan, Texas 77803 • 1-877-GESSNER • www.gessnerengineering.com

CIVIL CONSTRUCTION MATERIALS TESTING GEOTECHNICAL STRUCTURAL SURVEYING

POST CODE	Equipment Name	Purchase Date	VIN # / ID /Serial #
TRUCKS			
FT 001	2013 International Fuel Truck	1/18/19	1HTMMAAN0DH156264
FT 002	2020 Kenworth Lube Truck T270(Diesel)	6/23/20	2NKHHM6H1LM424213
FT 003	2014 Peterbuilt Fuel Truck	2/10/22	2NP2HJ7X7EM225397
WT 001	2002 International Water Truck	6/4/10	1HSHBAAN12H411741
WT 002	2007 INT-WATER TRK-4300 W/ 2000 Gal tank	7/24/15	1HTMMAAN77H392771
WT 003	2012 International Water Truck(Diesel)	9.7.18	1HTMMAAN1CH587596
WT 004	2011 International Water Truck(diesel)	6.3.19	1HTMMAAN1BH388479
WT 005	2002 International Water Truck 4300	8/21/19	1HTMMAAN42H517122
WT 006	2012 Freightliner Water Truck 2000 gallon	9/22/21	1FVACXDT0CDBD9005
WT 007	1986 Amer Gen M927 Water Truck	2/24/22	NLONJ7 C527-00948
WT 008	1992 Amer Gen M927 Water Truck	2/24/22	5167-12
WT 009	2017 Freightliner Water Truck M-2-106	5/25/23	1FVHCYCY9HHHX1202
PU 001	2003 Ford F-150 (Gas)	1/27/2016	1FTRF1793NB12418
PU 002	2004 Dodge Ram 3500 Quad Cab Duley	3/23/2013	3D7MA48C94G246704
PU 003	2005 Chevy Flatbed Welding/Serv. Trk(Gas)White	4/1/13	1GBJC39U25E301791
PU 004	2006 Dodge (Red)	6/30/14	3D7ML48C86G235481
PU 006	2006 Ford Box Truck	3/13/15	1FDXE45S36DA63253
PU 007	2008 Sterling Bullet Flat Bed(Diesel)	4/9/09	3F6WJ78A78G350200
PU 008	2011 Dodge Ram 3500 (Diesel)	3/3/11	3D73Y4CL3BG549327
PU 009	2012 Dodge Ram 3500(Disel)	6/8/12	3C63DRGL0CG103593
PU 010	2012 Ford Pickup 3500	8/6/12	1FT8W3BT2CEA24995
PU 011	2012 Dodge Ram 3500(Diesel)	6/8/12	3C63DRGL7CG103591
PU 012	2013 Toyota Tundra (Gas)	10/6/15	5TFERM5F1XDX065959
PU 013	2013 Ford Lariat F250(Diesel)	10/2/13	1FT7W2BT8DEB23070
PU 014	2014 Dodge Ram 2500 (Diesel)	4/28/15	3C6UR5HL6EG323059
PU 015	2015 FORD TRUCK	10/30/14	1FT7W2BT8FEB59957
PU 016	2015 FORD F250 CREW CAB 4x4 Pickup (Gas)	7/20/15	1FT7W2BT2FED40116
PU 017	2016 Ford F350 Crew (diesel)	7/11.2016	1FT8W3DT7GEB50840
PU 018	2016 Ford F350 Crew(Diesel)	7/11.2016	1FT8W3CT3GEC50578
PU 019	2016 Ford F350 Crew(Diesel)	8/25/16	1FT8W3DT8GEB68246
MT 001	2007 F450 Mechanic Truck	12/23/16	1FDXX46P27EB32191
MT 002	2018 Ford F-550 Mechanic Truck(Diesel)	6.12.18	1FD0X5HT3JEB99214
MT 003	2007 Peterbilt Mechanic Truck	2/10/22	2NPLHD7X17M733566
MT 004	2021 Ford F-650 with 2014 Autocrane Titan 60	4/4/23	1FDNF6DC5MDF08972
PU 020	2017 Ford F350 Flat Bed(Gas)	3/17/17	1FD8W8GT8HEC85057
PU 021	2013 Ford F-150 Silver Hill	5/1/17	1FTEW1CMXDKE16799
PU 022	2017 Ford F-350 (Diesel)	7/19/17	1FT8W3BT3HEE02068
PU 023	2017 Toyota Tundra 4x4 Crew(Gas)	9/8/17	5TFDW5F11HX617536
PU 024	2017 Ford F350 Flat Bed(Diesel)	2/22/18	1FD8W3GT4HEF35877
PU 025	2005 International 4300 Crash Truck(diesel)	1.29.2018	1HTMMAAM85H686149
PU 026	2018 Chevy Silverado 1500 Truck (Gas)	4.5.18	3GCUKREC0JG191516
PU 027	2018 Ford F150 Crew 4 (gas)	4.14.18	1FTEW1EP8JKD17417
PU 028	2018 Dodge RAM 2500 (Diesel)	10.17.18	3C6UR5HL9JG308033

PU 029	2019 Ford F250(Diesel)	3.5.19	1FT7W2BT4KED25790
PU 030	2005 Chevy Silverado Z71(Gas)	3.7.19	2GEK13T25181836
PU 031	2005 Chevy Silverado (Gas)	3.7.19	2GCEC13T451290795
PU 032	2012 Ford F350 (White)(Diesel)	4.10.19	1FT8W3B62CEB90072
PU 033	2019 Ford Van (15 passenger)(Gas)	5.24.19	1FBAX2CM4KKA82062
PU 034	2016 Chevy Silverado 1500(Gas)	5.28.19	1GC2CUEG7GZ107405
PU 035	2013 Ford Van (15 passenger)(Gas)	6.12.19	1FBSS3BL7DDB08002
PU 036	2011 Ford Van E-350(Gas)	8/27/19	1FBNE3BL2BDA52990
PU 037	2019 Chevy Silverado (Diesel)	11/7/19	1GC1KSEYXKF269048
PU 038	2020 Ford F250	1/10/20	1FT7W2BT7LEC19058
PU 039	2018 Chevy Van Express-LT	2/19/20	1GAZGPF6GJ1286859
PU 040	2018 Ford F350	2/24/20	1FD8W3HT0JEB18437
PU 041	2015 Ford F250 Crew Cab 4x4 Pickup (Gas)	4/21/20	1FT7W2B67FEC57453
PU 042	2019 Chevrolet Express 3500 (Gas)	5/29/20	1GAZGPF6G1K1254810
PU 043	2020 Ford F250 (Diesel)	6/11/20	1FT7W2BT3LEC19719
PU 044	2020 Ford F250	6/2/20	1FT7W2B69LEC24577
PU 045	2020 Ford F250	6/2/20	1FT7W2B60LEC24578
PU 046	2020 Ford F250	6/30/20	1FTZW2B61LEC87074
PU 047	2020 Ford F250 (Diesel)	8/26/20	1FD8W3HT6LED71331
PU 048	2016 Chevy Flatbed	8/27/20	1GB3CYC81GF165331
PU 049	2020 Chevy Silverado	9/17/20	1GCRWCED4LZ326189
PU 050	2021 Ford F250	12/22/20	1FT7W2B67MEC26488
PU 051	2016 Dodge Ram 2500	1/29/21	3C6TR5HT4GG297494
PU 052	2017 Chevy Crew Cab	3/3/21	3GCUKNEC4HG391737
PU 053	2021 Ford F350	3/4/21	1FD8W3HT1MEC28319
PU 054	2007 Dodge 3500 Diesel Cab and Chassis	4/15/21	3D6WH48A37G843052
PU 055	2008 Ford F250	4/26/21	1FTSW21568EE26805
PU 056	2014 Ford E350 Econoline Passenger Bus	5/18/21	1FDEE3FL0EDA67302
PU 057	2014 Ford E350 Econoline Passenger Bus	5/18/21	1FDEE3FL0EDA67297
PU 058	2014 Ford F250 Crew Cab Pickup	7/20/21	1FT7W2A68EEA66186
PU 059	2013 GMC 2500HD Crew Cab 4x4 Pickup	7/20/21	1GT1Z2CG0DF172592
PU 060	2013 GMC 2500HD Crew Cab 4x4 Pickup	7/20/21	1GT1Z2CG0DF225792
PU 061	2014 Ford PK	12/6/21	1FTX2BT0EEB24762
PU 062	2019 Ford F250-white	2/10/22	1FT7W2BT7KEG71509
PU 063	2019 Ford F150 White	2/10/22	1FTFW1E51KKF26860
PU 064	2019 Ford F250 white	2/24/22	1FT7X2BT3KEG72508
PU 065	2019 Ford F150 4 wheel drive	2/10/22	1FTFW1E52KKF32005
PU 066	2019 Ford F350 Ford white	2/22/22	1FT8W3BT8KEG54339
PU 067	2019 Ford F250 ford white	4/1/22	1FT7X2BT1KEG72507
PU 068	2020 Dodge Ram 3500 Chassis CA	2/20/23	3C7WRSC17LG302356
PU 069	2023 GMC Sierra 1500	2/21/23	1GTUUCE88PZ114162
PU 070	2023 Chevrolet Pu 1500	4/4/23	1GCUDDE83PZ106976
PU 071	2023 Chevrolet Pu 1500	4/4/23	1GCUDDE80PZ107101
PU 072	2007 Chevrolet Pu 1500	5/19/23	3GCEC13JX7G500454
PU 073	2023 Chevrolet Pu 1500	8/3/23	1GCUDEE84PZ269304
PU 074	2023 Ford F250 XL FWD Crew Cab	8/8/23	1FT7W2BA8PED38953

TRAILERS

TR	001	2004 Landoll 435A Sliding Axle Trailer 48' w/hydraul	6/13/12	1LH435UH441013578
TR	002	2005 Leeboy Tackpot Machine	6/20/08	250T50044781
TR	003	2006 Seal Coat Machine	11/19/05	1E9FP19276M317002
TR	004	2007 Red Box Trailer 16' long	4/18/07	5NHUTB42X7Y056049
SB	001	2007 Wap-CE-Arrow Borad	4/6/13	12076168
TR	005	2011 Texas Bragg (Bodystyle UT) 14' long	4/1/11	17XFP162XB1010258
TP	001	2011 Mauldin Tack Pot	6/30/11	4C9PT3019BG229548
TR	006	2012 Brute Trailer (Cream Puff) gooseneck GNHD24	4/7/11	1B9GF4421CB663173
TR	007	2013 White Utility Trailer 8' x 18', white cargo lazer tr	7/29/13	5NHUBLT29DY066254
TR	008	2013 Texas Bragg 18' flatbed	12/18/12	17XFP1827D1031570
TR	009	2014 Texas Brag Trailer W/ portable pressure washe	6/4/14	17XFP1223E1041104
TR	010	2015 Continental Cargo Trailer 8' x 16'	9/19/14	5NHUVH627FY022143
TR	011	2015 BlackTX Bragg 14' Utility Trailer Pressure wash	5/21/15	17XFP1421F1051564
TR	012	2016 20' EHW Cargo Trailer	9/25/15	5NHUVHV24GY024421
TR	013	Ranco Anvil ED Tractor trailers (02) Silver Hill	8/21/15	1D9SD342XER661674
TR	014	Ranco Anvil ED Tractor trailers (04) Silver Hill	8/21/15	1D9SD3423ER661676
TR	015	Ranco Anvil ED Tractor trailers (05) Silver Hill	8/21/15	1D9SD3428ER661673
TR	016	Ranco Anvil ED Tractor trailers (01) Silver Hill	8/21/15	1D9SD3421ER661661
TR	017	Ranco Anvil ED Tractor trailers (03) Silver Hill	8/21/15	1D9SD3420ER661702
LGT	001	2014 Light Tower	9/18/15	37274
LGT	002	2014 Light Tower	9/18/15	37276
LGT	003	2011 Light tower Wacker	2/28/22	20021230
LGT	004	2011 Light tower Wacker	2/28/22	20026387
LGT	005	2018 Wacker Light Tower	7.12.18	WNCLTV02EPUM05284
LGT	006	2018 Wacker Light Tower	7.12.18	WNCLTV02APUM05281
TR	018	2016 ETNYRE Gooseneck Trailer 55 Ton	3/30/16	1E9320589GE111245
TR	019	2018 White Cargo Trailer	2/9/17	5NHUEHT20JY075828
TR	020	2017 Tx Bragg 20' Trailer	10.2.17	17XFP2020H1078253
TR	021	2018 White Cargo Trailer 20'x8.5	10.7.17	5NHUEHV24JY077711
TR	022	2018 Texas Baragg - 20' Trailer	7.9.18	17XFP2023J1083971
TR	023	2018 WANCO Message Board	1.1.18	5F12S1611J1000382
TR	024	2018 WANCO Message Board	1.1.18	5F12S1613J1000383
TR	025	2018 WANCO Message Board	1.1.18	5F12S1615J1000384
TR	026	2018 Solar Arrow Board	12.20.17	5F11S1014J1000381
TR	029	2018 Solar Arrow Board	12.20.17	5F11S1016J1000379
TR	030	2018 WANCO Arrow Board	1.12.18	5F11S101251000380
TR	031	2019 Cargo Mate Trailer	1/4/19	5NHUEHV28KY081522
TR	032	2018 Multiquip Water Trailer	4.12.19	5SLBM1228JL022923
TR	033	2019 WANCO message board	8.6.19	5F12S1617K1004504
TR	034	2019 WANCO message board	8.6.19	5F12S1619K1004505
TR	035	2019 83x18 Pipe Top Trailer	9.25.19	VNBU1822KT209146
TR	036	2018 Multiquipt Water Trailer	9/17/19	5SLBM122XJL022924
TR	037	2018 Lone Star 16Ft Utility Trailer	2/19/20	5VYBU162XJH009185
TR	038	2020 Travis End Dump	2/26/20	48X2F2640L1014234
TR	039	2020 Travis End Dump trailer	3/4/20	48X2F2642L1014235
TR	040	2018 Pipe Top Utility Drailer 7K (83X18-Black)	8/9/19	5VNBU1829JT197303
TR	041	2021 Continental Cargo Trailer (7X16)	8/24/20	5NHULV622MY039210

TR	042	2021 Utility Trailer (J&C Trailer)	10/23/20	1J9J8AL24MW490238
TR	043	2019 Trailking Open Deck Lowboy with Flip Axle	12/3/20	1TKH05332KM029526
TR	044	2019 Trailking Open Deck Lowboy with Flip Axle	12/3/20	1TKR00510KM029527
TR	045	2021 Utility Trailer- Davidson	4/23/21	7M3BU2023MNDT2458
TR	046	2022 Cargo Mate Trailer-7' X 16' (enclosed)	6/18/21	5NHUNN728NY088292
TR	047	2014 Travis 28 ft. Quad A Frame End dump Trailer	8/27/21	48XAP2846E1008866
TR	048	2014 Travis 28 ft. Quad A Frame End dump Trailer	8/27/21	48XAP2847E1008861
TR	049	2019 Puma 42 Ft T/A Bottom Dump Trailer	8/27/21	3S9PHJP28KW092314
TR	050	2021 Goosneck Tilt Tri-Axle Model 25 trailer	9/21/21	1Z9U6S034MD058323
TR	051	2015 Utility Trailer- Man made	11/9/21	NO ID NUMBER
TR	052	2021 Sealcoat SR700XP Tr	10/29/21	M60662170
TR	053	Survey Trailer loaded with equipment	2/14/2022	1UK500E2XC1075413
TR	054	Vermac Message Board with trailer-2019	2/10/2022	1V9US4120KH223095
TR	055	Vermac Message Board with trailer	2/10/2022	1V9US4127KH223093
TR	056	Vermac Message Board with trailer	2/10/2022	1V9US4129KH223094
TR	057	Vermac Message Board with trailer	2/10/2022	1V9US4122KH223096
TR	058	2011 Trail King MDL 57	2/28/2022	1TKJ05331BM043340
TR	059	2022 Armorlite Belly Dump	3/10/22	56EA53K28NA000641
TR	060	2022 Armorlite Belly Dump	3/10/22	56EA53K21NA000643
TR	061	2020 Big Tex Trailer black	2/28/22	16V1W2426M2015496
TR	062	2022 Multiquip Water Trailer	5/9/23	5SLBM1228NL038349
TR	063	2023 Continental Cargo Mate Trailer	7/6/23	5NHUVH62XPY049662
TR	064	2013 Trail King Lowboy Trailer	8/17/23	1TKJ05330DM078583
TR	065	2023 Texline 20' x 83" Utility Trailer	8/2/23	7HACU2025P1000605
LT	001	2010 Lube Truck #1	3/10/16	1HTMMANGAH268090
ump Trucks				
DT	001	1995 International Dump Truck	1/18/06	1HTSDAAN8SH227439
DT	002	1999 Peterbuilt (Yellow Bird) (Combo Plates) Silver	6/15/12	1XP5DB9XXD477848
DT	003	2000 International Dump Truck 92001 (LYP02)	4/17/07	1HSCBAHR3YJ062909
DT	004	2005 International Dump Truck 94001 (LYP03)	11/5/08	3HSCNAPRX5N030492
DT	005	2007 Peter Built Dump Truck 330 (RED)(LYP04)	10/2/13	1NPFLTEX57N660680
DT	006	2007 International 9200 Haul Truck (Cream Puff)	6/26/14	2HSCDAH67C513187
DT	007	2007 International 9200 Dump Truck (LYP05)	9/1/15	1HTXRSC17J452438
DT	008	2014 Peterbuilt 365 Dump Truck (LYP07)	4/10/14	1NPSXPEX0ED236496
DT	009	2015 Peterbuilt Dump Truck (365 series) (LYP06)	9/24/14	1NPSXPEX0FD242607
DT	010	2020 Peterbuilt Dump Truck (567)	9/5/19	NPCX7EXXLD640262
DT	012	2017 260E Articulated JD Dump Truck (Diesel)	11/18/19	1DW260ETCGF678204
DT	011	2016 Petrbilt Tractor Truck 389 (Silver Hill)	2/28/20	1NPXGGGG60D421521
DT	013	2007 International 4300 Flatbed Body Crash Truck(D	4/20/20	1HTMMAAN57H392798
DT	014	2003 International 4300 Crash Truck	3/17/21	3HTMMAAM13N583982
DT	015	2013 Ford F-750 TK S/A Dump Truck	8/23/23	3FRWF7FB4DV799842
CT	001	2005 International 4300 Crash Truck(diesel) - DUPL	SEE PU 025	1HTMMAAN35H688149
CT	002	2007 International 4300 Flatbed Body Crash Truck(D	SEE DT 013	1HTMMAAN57H392798
CT	003	2003 International 4300 Crash Truck -DUPLICATE	SEE DT 014	3HTMMAAM13N583982
CT	004	2007 Freightliner Crash Truck M2106	4/15/21	1FVACXCS47HY81707
ADT	001	2002 Intl. Asphalt Dist. (Diesel)	8/21/19	1HTSCABN92H521725

CST	001	2013 International Concrete Saw Truck	7.8.19	1HTMMAAM7DH104590
CST	002	2012 Freightliner Concrete Saw Truck	9/1/20	1FVACWDT3CDBM4794
Tractor Trucks				
HT	001	2015 Peterbuilt 389K Tractor Truck (SH01) Silver Hill	8/20/15	2NPXGGGG20M321135
HT	002	2015 Peterbuilt 389K Tractor Truck (SH03) Silver Hill	8/20/15	2NPXGGGG10M321143
HT	003	2015 Peterbuilt 389K Tractor Truck (SH02) Silver Hill	8/20/15	2NPXGGGG60M321137
HT	004	2015 Peterbuilt 389K Tractor Truck	9/9/15	2NPXGGGG80M321141
HT	005	2015 Peterbuilt 389K Tractor Truck (SH04) Silver Hill	9/1/15	2NPXGGGG60M321140
HT	006	2016 Peterbuilt Tractor Truck 389	11.19.17	1XPXP9X2GD328193
HT	007	2016 Peterbuilt Tractor Truck 389 (Red)	2/14/20	1NPXGGGG10D450313
HT	008	2019 PB Model 389 Tractor Truck (Silver Hill)	1/20/21	1XPXP4EX3KD612579
HT	009	2018 PB 367 Day Cab Tractor Truck (Silver Hill)	8/27/21	1XPTD40XXJD458823
HT	010	2018 Freightliner Day Cab Tractor Truck (Silver Hill)	9/23/21	3AKJGNFG2JDJT5242
HT	011	2012 PB Model 388 Tractor Truck	2/28/22	1XPWP4EX3CD162350
HT	012	2013 Peterbilt	8/17/23	1XPXP4TX3DD194742
Equipment				
MG	001	1999 CAT 12 H Motorgrader	5/1/13	8MN00670
MG	002	2014 CAT Motorgrader 65E	7/16/15	65ET9987
MG	003	2019 CAT 12M3 Motorgrader (Blade)	4.10.19	N9F01223
MG	004	2013 CAT 140M2 Motorgrader	9.22.17	M9D01358
MG	005	2015 Cat 12M3 Motorgrader	3/2/21	CAT0012MNV900420
MG	006	2014 Cat 12M3 Motorgrader	3/29/21	CAT0012MJN9F00205
MG	007	2011 Cat 140M Motorgrader	3/16/22	B9D02903
CD	001	John Deere Dozer 75HP 85HP 450J	11/13/13	T0450JX162167
CD	002	2013 CAT Dozer	2/3/16	KYY00532
CD	003	2014 CAT Dozer D5K	11/7/17	KYY01218
CD	004	2012 CAT D6N LGP Dozer	2.28.19	GHS01049
CD	005	2016 Cat D6K LCP Dozer	4/17/20	RST02079
CD	006	2018 Caterpillar D6N LGP Crawler Tractor	6/15/21	CAT00D6NCSGG00267
CD	007	2016 Caterpillar D6N LGP Dozer	2/23/22	0MG500573
CD	008	2018 CAT DOZER- D6TVPAT	2/25/22	0MH700900
CSC	001	1985 CAT. 621B Scraper	3/8/21	2DB00711
CSC	002	1985 CAT. 621B Scraper	3/8/21	2DB00542
CSC	003	1985 CAT 621B Scraper	3/8/21	2DB00695
CSC	004	1985 CAT 621B Scraper	9/15/21	2DB00394
WL	001	2014 John Deere Loader 524K	10/22/15	1DW524KZCEE659526
WL	002	2011 KOMATSU WA250-6 LOADER	3.23.17	76294
WL	003	Case 621B Loader	5/22/15	JEE0051096
WL	004	2007 John Deere Loader Box Blade 210LE	7/25/14	T0210LE888076
WL	005	2015 John Deere 310 SL Backhoe Loader	10.19.17	1T0310SLAFF284001
WL	006	2016 CAT 938M Loader	3.11.19	OJ3R02054
WL	007	2012 Volvo wheel Loader (L90G)	8/21/19	VCE0L90GT00003374
WL	008	2016 Komatsu WA270-7 Wheel Loader	4/23/20	81298
WL	010	2015 Cat 930M Wheel Loader	2/12/20	CAT0930MTKTG00951
WL	011	2016 Komatsu WA270-7 wheel Loader (2nd.Machine)	7/28/20	KMTWA122AENA27504
WL	012	2014 John Deere 210KEP Box blade loader	11/10/20	1T8210EKLEG891778

WL	013	2017 Komatsu WA380-8 Wheel loader	5/7/21	S# 15098
WL	014	2019 JD 544K-II Wheel loader TT692466	11/10/21	1DW544KZEJF692466
WL	015	KOMATSUWA270-8 Wheel Loader	10/18/22	A2833
RL	001	2005 Pneumatic Roller (Rosco 9 wheel) 915	12/19/05	38304
RL	002	2008 Ham HD 70 Drum Roller	12/30/10	H17030755
RL	003	2011 CAT Compactor Sheep Foot Roller	11/21/14	CAT0CP56VC5POO691
RL	004	2012 Ham HD 120 VV Vibratory Roller	6/28/13	H1840905
RL	005	2012 Ham DBLE Drum Roller (Vibratory Roller) HD1	7/2/12	H2010926
RL	006	Volvo pneumatic compactor PT240R (8 wheel)	5/31/12	VCEOT240A05325028
RL	007	2014 CAT CS56B Smooth Drum Roller	5/22/15	CATCS56BEL8H00715
RL	008	2015 Pneumatic Tire Roller (CW34)	11.29.16	CAT0CW34PCT300163
RL	009	2007 Dynapac Pad Drum Roller CC142	4/19/07	60213560
RL	010	2018 HAMM Padfoot Roller H10i	2/26/18	H2350463
RL	011	2015 CP54 Pad Drum Compactor(Cat.)	6/18/19	CPX00191
RL	012	2015 Hamm H11i Roller(Smooth Drum)	9/6/19	H2100495
RL	013	2019 HAMM HD80VV Asphalt Roller	9/6/19	H1860611
RL	014	2013 BOMG PADFOOT COMP BMP8500	9/30/19	101720121494.00
RL	015	2013 BOMAG PADFOOT COMP. BMP 8500	9/30/19	101720121531.00
RL	016	2013 BOMAG PADFOOT COMPACTOR BMP 8500	9/30/19	101720121035.00
RL	017	2014 HAMM 3307P ROLLER	5/28/20	H1891153
RL	018	2011 Caterpillar CS56 Vibratory Roller	4/21/20	CAT0CS56PC5S01547
RL	019	2016 Cat CW34 Pneumatic Compactor	4/16/20	AL300153
RL	020	2016 Cat CW34 Pneumatic Compactor	4/15/20	AL300146
RL	021	2019 Cat Asphalt Roller (Vibratory Compactor) CB8	10/14/20	0JL400132
RL	022	2021 HAMM Roller HD140VV	3/3/21	H2740046
RL	023	2021 Hamm HD14vv Double Drum Roller	4/20/21	H285.0033
RL	024	2021 H10ip Hamm 84" Padfoot Drum Roller	1/24/22	H284.0143
RL	025	2021 H10ip Hamm 84" Padfoot Drum Roller	1/24/22	H235.2370
RL	026	2021 H10ip Hamm 84" Padfoot Drum Roller	1/24/22	H235.2068
RL	027	2021 H10ip Hamm 84" Padfoot Drum Roller	1/24/22	H284.0159
RL	028	2022 CB4 Cat Roller	11/14/22	CAT0CB40V64900268
RL	029	2022 CAT CW34 Compactor	11/18/22	OAL300500
RL	030	2002 Caterpillar 815F Compactor	6/20/23	1GN01109
AP	001	2008 Lee Boy Paver 8515	6/10/09	49328
AP	002	2010 VOGELE-Wirtgen Paver 5203-2	10/10/11	7750051
AP	003	2012 VOGELE Super 1300-2 asphalt paver	12/3/12	811.0555
AP	004	2017 Voegle 1703-3i asphalt paver	3.13.17	12830020
AP	005	2019 CAT Asphalt Paver	11/11/19	Ser. NRC00156
AP	006	2020 Cat Asphalt Paver	11/19/20	OMH600570
AP	007	2013 VOGELE S2000-3I Paver	5/11/21	11740011
CKM	001	Curber Machine	7/16/13	E35141J005754N
CM	001	2017 Coring Machine (Homemade-UT Trailer)	4/28/17	159A11013WL358093
CM	002	2014 Wirtgen TCM1800 Texture Cure Machine	3/6/20	03BA0096
CM	003	2011 Gomaco TC600 Text/Cure Machine	3/16/22	904400-224
MM	001	2015 Wirtgen Milling Machine W1501	5/19/2015	6130132
MM	002	2012 Bomag Milling Machine BM2000/60	8/21/19	821836261020
MM	004	2019 Weiler 2850 Re-milling machine	8/13/21	E2850A-1561

MM	003	2021 W200Fi Cold Milling Machine(Wirtgen)	8/18/21	2120.0196
RC	001	2014 Wirtgen RECLAIMER/Recycler WR2000XL	10.13.16	03WR0524
RC	002	2019 Wirtgen Reclaimer/Stabilizer WR200XLI	2/11/22	09WR0163
RC	003	2013 BOMAG MIXER RS446	8.21.19	SN921913221001
VS	001	Concrete Vibratory Screed	4/26/16	No S#
VS	002	2011 Bidwell 4800 Roller Paver & work bridges	8/15/18	48-20111225HD
CP	001	2000Concret SlipFormPaver- CMI MTP 400 Placer (12.1.16	537132
CP	002	2012 Fleming Triple Tube Roller	10.25.18	No Serial No per Ray
CP	003	2006 GOMACO Placer/Spreader PS2600	10.24.18	904900-058
CP	004	2012 Bomag Crawler Profiler-BM2000/60	8/21/19	...1020
CP	005	2010 Gomaco PS-2600 Spreader	3/16/22	904900-089
SP	002	1998 Gomaco GP 2500 Concrete slipform Paver	12.1.16	MC16019
SP	003	1992-GT-6300 Concrete Slip form paver	12.1.16	900100-009
SP	004	2017 Wirtgen Slipform Paver SP62	3.20.18	23SP0014
SP	005	2017 Wirtgen Slipform Paver SP82	11/29/21	17SP-0010
SS	001	2009 Bobcat S330 Skid Steer Loader	7/20/10	A5HA35331
SS	002	2012 Bobcat S770 Skid Steer Loader	5/14/12	A3P412036
SS	003	2013 Bobcat T650	11/7/13	A3P017719
SS	004	2013 Bobcat T650 Track Skid Steer Loader	2/28/13	A3P016668
SS	005	2014 Bobcat S770 Skid Steer Loader	6/9/14	ATF212577
SS	006	2014 Bobcat 590 Compact Track Loader	8/28/14	ALJU12972
SS	007	2015 Bobcat S770 Skid Steer Loader	5/8/15	ATF213361
SS	008	2016 Bobcat T590 Skid Steer Loader	6/6/16	ALJU19077
SS	009	2016 Bobcat T590 Skid Steer Loader	6/6/16	ALJU19097
SS	010	2015 T770 Bobcat Compact Track Loader	1.31.17	AN8T14508
SS	011	2017 BOBCAT T595 SKID STEER LOADER	3.28.17	B3NK12587
SS	012	2017 BOBCAT T595 Skid Steer W/ Tracks (Lease)	9.31.17	B3NK13696
SS	013	2017 Bobcat T650 Skid Steer (Lease)	1.12.18	ALJG22770
SS	014	2016 Bobcat T590 Skid Steer Loader(owned)	5/10/19	ALJU21370
SS	015	2017 Bobcat Skidsteer Track Loader	2.5.18	B3NK14133
SS	016	2016 Bobcat T590 Skid Steer Loader (OWNED)	5/28/19	ALJU21854
SS	017	2018 Bobcat Skid Steer T740	4.23.18	B3CA13624
SS	018	2018 Bobcat Skid Steer T 595 (Leased)	6.19.18	B3NK22526
SS	019	2018 Bobcat T740 Compact Track Loader	8.29.18	B3CA14733
SS	020	2018 Bobcat T590 Skid Steer Loader (Lease)	12.31.18	ALJU29957
SS	021	2018 Bobcat T590 Skid Steer Loader (Lease)	12.31.18	ALJU29956
SS	022	2019 T740 Bobcat Skid Steer (Lease-GPS)	4.9.19	B3CA15275
SS	023	2019 Compact Track Loader (Lease-GPS)	5.14.19	B3NK31702
SS	024	2019 Bobcat Track Loader T-770	5.14.19	AT6321612
SS	025	2019 Bobcat Track Loader T - 770	5.14.19	AT6321283
SS	026	2019 Bobcat Skid steer T-595(LEASED)	6.18.19	B3NK31843
SS	027	2019 Bobcat Track Loader T595 (LEASED)	10/9/19	B3NK33734
SS	028	Number voided- duplicated equipment was here.		
SS	029	2020 C259D3 Caterpillar Compact Track Loader - LE	6/22/20	CW905098
SS	030	2020 Bobcat T66 Skid Steer Loader w/ 68" bucket	7/24/20	B4SB11317
SS	031	2020 Bobcat T66 Skid Steer Loader w/ 68" bucket	7/24/20	B4SB11314
SS	032	2020 Bobcat T66 Skid Steer Loader w/ 68" bucket	7/24/20	B4SB11311

SS	033	2020 Bobcat T66-Skid Steer Loader w/ 68" Bucket	7/24/20	B4SB11318
SS	034	2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket	10/26/20	B4SB12557
SS	035	2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket	10/26/20	B4SB12563
SS	036	2021 Bobcat T66-Skid Steer Loader w/ 74" Bucket	12/31/20	B4SB15820
SS	037	2021 Bobcat T66-Skid Steer Loader w/ 74" Bucket	12/31/20	B4SB15342
SS	038	2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket	4/30/21	B4SB17683
SS	039	2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket	4/30/21	B4SB17685
SS	040	2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket	4/30/21	B4SB17647
SS	041	2021 Bobcat T66-Skid Steer Loader w/ 74" Bucket	5/18/21	B4SB17888
SS	042	2021 Bobcat T66-Skid Steer Loader w/ 74" Bucket	5/18/21	B4SB17686
SS	043	2021 Bobcat T740 Track Loader C37 P69 w/ 86" Bkt	6/17/21	B3CA21258
SS	044	2021 Bobcat T740 Track Loader C37 P69 w/ 86" Bkt	6/17/21	B3CA21255
SS	045	2022 Bobcat T-66 Skid Steer Loader w/ 74" Bucket	5/12/22	B4SB24936
SS	046	2022 Bobcat T-66 Skid Steer Loader w/ 74" Bucket	5/12/22	B4SB24373
SS	047	2022 Bobcat T-66 Skid Steer Loader w/ 74" Bucket	5/12/22	B4SB24374
SS	048	2022 Bobcat T-66 Skid Steer Loader w/ 74" Bucket	5/12/22	B4SB24938
SS	049	2022 Bobcat T770 Skid Steer Loader with 80" Bucke	7/14/22	AT6335781
SS	050	2022 Bobcat T770 Skid Steer Loader with 80" Bucke	7/14/22	AT6335959
SS	051	2022 Bobcat T66 Skid Steer Loader with bucket		B4SB27526
SS	052	2022 Bobcat T66 Skid Steer Loader with bucket		B4SB27536
SS	053	2023 Bobcat T66 Skid Steer Load with bucket	12/19/22	B4SB28568
SS	054	2023 Bobcat T66 Skid Steer Load with bucket	12/19/22	B4SB27931
SS	055	2022 Bobcat T66 Skid Steer Load with bucket	4/5/23	B4SB24775
SS	056	2022 Bobcat T66 Skid Steer Load with bucket	4/5/23	B4SB27602
SS	057	2022 Bobcat T66 Skid Steer Load with bucket	4/5/23	B4SB27897
SS	058	2023 Bobcat T66 Skid Steer Load with bucket	4/5/23	B4SB28851
SS	059	2023 Bobcat T66 Skid Steer Load with bucket	4/5/23	B4SB29052
SS	060	2023 Bobcat T770 Skid Steer Loader with bucket	8/15/23	AT6342265
SS	061	2023 Bobcat T770 Skid Steer Loader with bucket	8/15/23	AT6342263
SSM	001	2021 Mower King SSEFGC175 72 in Hyd Flail Skid S	8/24/21	SSEFGC17521052102
MX	001	2012 John Deere 60D mini excavator W/Bucket & Te	12/21/12	1FF060DXACG281365
MX	002	2013 John Deere Mini Compact Excavator 50D	9/4/13	1FF050DXEA0275367
MX	003	2015 John Deere 85G Excavator	3/28/16	1FF085GXHFJ018004
MX	004	2015 John Deere 60G Compact Excavator	10/26/15	1FF060GXHEJ286232
MX	005	2015 John Deere Mini Excavator 50G	11.21.16	1FF050GXVFH282916
MX	006	2015 Bobcat Compact Excavator E26	1.31.17	B33213018
MX	007	relabelled to EX011		
MX	008	2018 Bobcat Mini Excavator E50 (Lease)	1.12.18	AJ1814397
MX	009	2018 Bobcat Mini Excavator E50 (Lease)	2.8.18	AJ1814204
MX	010	2019 Bobcat Mini Excavator E85 (owned- GPS)	10/20/21	B48412131
MX	011	2019 Yanmar V1050-6A Blade Excavator E-50	4.12.19	YMRV1050CJAJ60810
MX	012	2020 Bobcat E55 Comp. Excavator w/ Buckets	3/31/20	AJ1915838
MX	013	2020 Bobcat E55 Comp. Excavator w/ Buckets	3/31/20	AJ1915843
MX	014	2020 Cat Mini EX 308 NG w/COUPLER/HYP Thumb	6/17/20	GG802671
MX	015	2020 Cat mini EX 306-07 with CAB/HYD Coupler/ Th	8/9/20	CAT00306A6G601260
MX	016	2020 Bobcat E55 Excavator with 24 in Bucket	1/22/21	AJ1915840
		Bobcat E 35-Brandon's Crew-Rental not purchase		

MX	017	2021 Bobcat E60 Mini EX C52 P64 with 24 " bucket	7/12/21	B4GR11780
MX	018	2021 Bobcat E60 Mini EX C52 P64 with 24 " bucket	7/12/21	B4GR11811
MX	019	2021 Bobcat E60 Mini EX C52 P64 with 24 " bucket	7/12/21	B4GR11805
MX	020	2021 Mini Hydraulic EX E88 Bobcat	11/1/21	B4NM11091
MX	021	2015 JD 50G MINI EX	3/16/2022	1FF050GJFH282895
MX	022	2015 JD 35G Mini EX	3/16/22	1FF035GXCEK272785
MX	023	2023 Bobcat E60 Mini EX	6/1/23	B4GR15232
MX	024	2016 Yanmar SV100-2A Mini Excavator	6/20/23	YMRSV100LGAJAF067
MX	025	2019 Yanmar YP-VI080 7-8 ton hydraulic excavator	8/1/23	AG539
EX	001	2013 Volvo Track Hoe Excavator EC220DL	8/29/14	VCEC220DV00210495
EX	002	2014 Volvo Excavator EC220DL	12/28/15	VCEC220DP06210720
EX	003	Hitachi excavator with rubber tracks	5/1/15	1FF01M0Q270434
EX	004	2012 KOMATSU Excavator PC-490-LC	8/2/16	KMTPC239C54A40062
EX	005	2018 CAT 320 Excavator	7/31/18	HEX01683
EX	006	2014 CAT 336FL Excavator	4/1/19	RKB00366
EX	007	2015 CAT 316 Excavator w/ Bucket	12/5/19	DZW01986
EX	009	2011 Cat 320D Excavator(Hydraulic)	2/11/20	CAT0320DKSPN01275
EX	010	2013 Caterpillar 329EL Hydraulic Excavator	4/21/20	CAT0329EKZCD00279
EX	011	2016 John Deere Excavator 245G (Excavator)	11.17.17	1FF245GXHFE600936
EX	012	2016 Komatsu PC138USLC-11 Hydraulic Excavator	6/23/20	KMTPC261PFA50009
EX	013	2015 Case Trackhoe CX250 D	11/19/20	CX250DNFSM1134
EX	014	2015 Cat 349FL Hydraulic Ex	12/14/20	CAT0349FAHPD00493
EX	015	2018 Volvo EC250E Track Hoe w/ Attachments	3/26/21	VCEC250EK00310439
EX	016	2011 Cat 349 Excavator with 54" bucket	9/28/21	CAT0349EJDGE00252
EX	017	2020 Cat 330 with 60 in bucket	1/21/22	0WCH10357
EX	018	2020 Cat 330 with 60 in bucket	1/21/22	0WCH10343
EX	019	2013 Komatsu PC490LC-10	3/16/22	A40339
EX	020	2017 YP-Yanmar SV100 Hydraulic Excavator 9-10 to	3/23/23	AF300
EX	021	2017 YP YANMAR SV100 Hydraulic Excavator	6/14/23	AF226
MB	001	2005 Rosco KB48 Broom & Cutter Broom	9/2/05	38728
MB	002	2016 BROCE Model CRT 350 Broom	8/9/17	409590
MB	003	2013 BROCE BROOM CR 350	2.28.19	408377
MB	004	Broce Broom KR 350	9/30/19	S# 409603
MB	005	2017 Broce broom CRT350	3/16/22	410095
MBS	001	1998 Freightliner FL70 Street Sweeper	12/10/20	1FV6HFAA6WH971306
FL	001	HYSTER H90FT forklift HT90FT	11/14/14	P005V01801F
FL	002	2005 10kReach Lift (Skylift)	4/26/16	160018168
FL	003	Condor Reach Lift (Shop only)		3363
FL	004	2016 Telehandler (Skylift forklift)	9/11/20	OML500538
Misc. Equip				
AT	001	2011 Atlas Copco XAS185 Portable Air Compressor		783720736
AT	002	*80"CI HD bucket	4/23/18	1159529
AT	003	*24" fast cut Planer	8/16/11	2317133353
AT	004	2011 Bobcat 73" Smooth Vibratory Roller		AFLE00181
AT	005	*80" Cutting Edge For Bobcat trencher	5/14/12	45401995
AT	006	2012 - 80" bucket	5/8/15	1100862
AT	007	*18" bucket with teeth	12/21/12	AT358512

AT 008	*HYD clamp	12/21/12	AT397391
AT 009	*42" bucket no teeth	12/21/12	AT408385
AT 010	2015 Hydraulic Breaker (Bobcat attachment)	7/21/15	BES046797
AT 011	74" Low Profile Bucket	10/19/07	6731421
AT 012	2013 Bobcat 72" Sweeper	10/21/13	783730663
AT 013	*80" Bucket	11/7/13	1075693
AT 014	*80" bucket MFG 2014	6/9/14	
AT 015	*24" Planer MFG 2014	6/9/14	AJN702940
AT 016	*18'-8" Boom heavy duty	8/29/14	
AT 017	*Excavator bucket	8/29/14	
AT 018	*80" CI Bucket	1/13/17	1100862
AT 019	*Excavator attachment	8/29/14	
AT 020	*80" LP bucket	2/28/13	673142
AT 021	2015 Skid Pro 72" Pick up Broom w/Bristles	6/30/15	106059
AT 022	Skid Pro 72" Pick up Broom w/ Bristles	10/13/15	108942
AT 023	John Deere PB72 Pickup broom	6/13/12	TOBP72X110023
AT 024	*2014 Auger Drive	6/3/15	TH00912
AT 025	*18" BIT-See AT 024	6/3/15	
AT 026	*24" hex bit- See AT024	6/3/15	
AT 027	*48" HEX EXTENSION-See AT024	6/3/15	
AT 028	*48" bucket for the Volvo	5/12/15	117279-220-48VO
AT 029	*68" bucket MFG 2014	8/28/14	1088662
AT 030	Dual GPS System for Dozer	6.29.17	
AT 031	2016 Impact Drop Hammer	7.6.17	
AT 032	Speed Bump Attachment	12.1.17	Custom Fab Made
AT 033	48" Fork Set	6.22.18	1158034
AT 034	2019 12M3 GPS w/ Base Station (2)	4.2.19	N9F01223 GCS900 DUAL
AT 035	2007 Genie S40 Boom Lift	3/19/20	S4007-12371
AT 036	2015 Bobcat 68" Bucket	6/20/16	1111793
AT 037	2015 Bobcat 68" Bucket	6/20/16	792
AT 038	2016 Bobcat T590-68" Bucket w/ forks	5/10/19	
AT 039	68" Bucket w/ forks for Bobcat Skid Steer	5/28/19	Model6731406 & SPV48
AT 040	2019 Bobcat-2018 80" Bucket/2019 Breaker	5/14/19	Bkt#1163578&Bkr#B37N00324
AT 041	2019 Bobcat-2018 80" Bucket	5/14/19	Bucket S# 1180848
AT 042	2018 Bobcat 80: LP Bucket	8/29/18	Bucket S# 1151030
AT 043	36" Tooth Bkt & 42" Smooth Bkt for MX011	4/12/19	No S#
AT 044	8" Core Drill Bit w/ 100' Gilmore Hose	10/18/17	N S#
AT 045	36" Bucket & Hyyd Clamp for MX010	6/19/19	B48P01012
AT 046	36" Strickland & 48" JD Buckets for MX007	11/17/17	TA005430 & TA004389
AT 047	60" Forks and 3.75 YD Bucket for WL006	3/11/19	WT5F119477 & 150101675
AT 048	3.5 Yd Bucket & 72' Forks	2/12/20	15102777 & WT4F13637
AT 049	18" tracks -24" Bucket & 36" Bucket for MX003	3/28/16	TA003417 & TA004047
AT 050	Bucket for 2015 Cat Excavator	12-6-119	S#17NE1366
AT 051	JD 96" Forks-72" Forks & 3.5 yd Bucket	10/22/15	J000066399-1-TA004031-
AT 052	EB40 Bucket w/ teeth For 2013 Volvo Ex	8/24/14	7487301
AT 053	Hyd Clamp & Bucket for 2013 JH M-Ex	9/4/13	AT397391 & AT317647
AT 054	42" & 18" Bucket & 2 Sets Clamps	10/26/15	AT408385-AT439375-275467 &

AT	055	Fork set for 2011 Komatsu Loader	3/23/17	No#
AT	056	42" Bucket w/ Side Cutters for 2018Cat Ex	7/31/18	18NE2228
AT	057	79' Workbridges (2) & Railes for 2011 Birdwell roller	8/15/18	No S#
AT	058	2017 Bobcat HN980 Braker Assy-Drop Hammer	1/23/18	A00Y23095
AT	059	MULCHER TEETH	4/23/20	NO S#
AT	060	7 CY Forklift Debris Box	4/23/20	No S#
AT	061	7 CY Forklift Debris Box	4/23/20	NO S#
AT	062	DOT-Z1 PRO DISTANCE MEASURING INSTRUME	8/14/20	ASIN#B0076SZQM6
AT	063	42" Bucket from Doggett for 2015 Komatsu	8/12/20	S#31637-07L
AT	064	42" Bucket-Strickland 210G -SL	11/23/20	S# 0005001261-37
AT	065	GP Bucket and Construction Forks	5/7/21	No S No.
AT	066	54" BUCKET-CB2 Linkage	4/29/20	S#20NE0443
AT	067	12" 306 BUCKET (282-2785 w/ PINS (464-9907)	3/8/21	
AT	068	2 SKI'S FOR ASPHALT PAVER	3/18/21	S# 20NE0493 & 20NE1051
AT	069	Hyd Coupler & Thumb/24" Digging Bkt&47" Grinding	8/19/20	No #
AT	070	4" Base Line Steel Forms/2 Pockets 10" length	8/17/21	Item# NS304-001
AT	071	4"X10' Flexible Radius Forms	8/17/21	Item#104-001(NS0104-001
AT	072	KL30000 Automatic 6"-12" Barrier Lift	9/23/21	6538092101
AT	073	KL30000 Automatic 6"-12" Barrier Lift	9/23/21	6538092103
AT	074	72" Bobcat Sweeper attachment	10/29/21	B5AC00772
AT	075	72" Bobcat Sweeper attachment	10/29/21	B5AC00916
AT	076	KL12000TLP Automatic Barrier Lift 28"	10/7/21	6324062103
AT	077	KL12000TLP Automatic Barrier Lift 28"	10/7/21	6479082102
AT	078	36" bucket for Cat 349	4/22/21	MHC08448
AT	079	60" Conveyor Assembly for 2000 Gomaco	12/7/21	GOM500
AT	080	2022 Sitech GPS System	3/10/22	Control Box SN:1540J005SW; Receiver SN:3510J560SY; Radio SN:2101J043SQ
AT	081	2022 Sitech GPS System	3/10/22	Control Box SN:3400J103SW; Receiver SN:1351J552SY; Radio SN:2101J067SQ
AT	082	Trackhoe"V" Bucket-Made by Damon Wise	6/2/22	Home Made
AT	083	Bomag BT65 -Vibratory Tamper	6/16/22	1.01541E+11
AT	084	2022 Sitech GPS System	4/6/22	Control Box SN:3400J119SW; Receiver SN:0412J556SY & 0392J597SY; Radio SN:2531J017SQ
AT	085	2022 Sitech GPS System	4/6/22	Control Box SN:2140J029SW; Receiver SN:0412J543SY & 0392J602SY; Radio SN:2501J040SQ
AT	086	24" Planer High Flow Bobcat	8/26/22	AJN706306