



CONTRACT FOR RENOVATIONS OF FIRE STATION No. 4 RFP No. 26-005

This Contract, dated _____, is between the **City of Bryan**, a Texas home-rule municipal corporation (City) and **Aggieland Construction, Ltd.**, a Texas limited liability company (Contractor). City and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. Scope of Work

The work is generally described as renovations to Bryan Fire Station No.4 in response to **RFP No. 26-005**, incorporated herein by reference. Contractor shall complete the work as specified and indicated in the provisions and specifications in attached **Exhibit A**.

2. Payment

The City shall pay the Contractor as set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all work provided under this Contract may not exceed **\$309,900.00**.

3. Time of Performance

A. The Contractor shall commence work under this Contract on the date specified in the work order of the Parks, Recreation and Facilities Director and fully complete all work hereunder within **140 calendar days** thereafter. The Contractor further agrees to pay as administrative costs the sum of **\$600** for each consecutive calendar day used over and above the specified work time.

B. Time is an important and material consideration of this Contract. The Contractor shall be prepared to provide the work and other services in an expedient and efficient manner in order to complete the work by as specified in Section 3.A.

4. Performance Standards, Indemnification, and Release

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

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

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

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

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

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

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

5. Termination

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

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

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

6. Insurance Requirements

Contractor agrees to have and maintain the policies set forth in the insurance requirements attached as **Exhibit C**. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required coverage shall be a breach of this Contract.

7. Provisions Required by Statute

A. Contractor must submit a disclosure of interested parties to the City in accordance with Section 2252.908 of the Texas Government Code and rules adopted under that section. The disclosure must be submitted at the time the Contractor submits the signed contract to the City and on a form prescribed by the Texas Ethics Commission.

B. Contractor verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

C. Contractor verifies, to the extent authorized by law and as applicable under Section 2271.002 of the Texas Government Code, that for any contract that has a value of \$100,000 or more, it does not, and will not for the duration of this contract, boycott Israel.

D. Contractor verifies that neither it, nor its parent company, is (1) majority owned or controlled by individuals who are citizens of China, Iran, North Korea, or Russia, or by a company or other entity that is owned or directly controlled by the government of China, Iran, North Korea, or Russia; (2) headquartered in any of these countries, as prohibited by Section 2272.0102 of the Texas Government Code.

8. Bond Requirements

For contracts over \$100,000.00, a Performance Bond and a Payment Bond in an amount of not less than 100% of the Contract price, conditioned upon faithful performance of the Contract and payment of all persons supplying labor and furnishing materials, shall be executed by the successful bidder and accompany this signed Contract.

9. Miscellaneous Terms

A. This Contract shall be subject to and governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas. Venue for any matter arising from this Contract shall be in the court of competent jurisdiction in Brazos County, Texas.

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

The City of Bryan
Attn: Mike Riggins
PO Box 1000
Bryan TX 77805

Aggieland Construction
Attn: Britt Jones
PO Box 271
Wellborn, TX 77881
britt.jones@aggielandconstruction.com

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

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

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

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

G. Any provision or part of this Contract held to be void or unenforceable under law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

H. The exhibits attached to this Contract are incorporated herein and shall be considered a part of this Contract. In the event of a conflict between this Contract and any exhibits to this Contract, the provision of this Contract shall prevail.

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

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

[SIGNATURE PAGE FOLLOWS]

CITY OF BRYAN

PREPARED AND RECOMMENDED:

Marcus Walker,
Park Ops & Facility Services Manager

Date: _____

APPROVED FOR PROCESSING:

Mike Riggins,
Parks & Rec – Facilities Director

Date: _____

Hugh Walker, Deputy City Manager

Date: _____

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

Date: _____

APPROVED FOR COUNCIL:

Andrew Nelson, City Manager

Date: _____

APPROVED

Bobby Gutierrez, Mayor

Date: _____

ATTEST:

Melissa Brunner, City Secretary

Date: _____

CONTRACTOR:

By: Britt Jones

Printed Name: Britt Jones

Title: CEO

Date: 03-02-2026

EXHIBIT A

**CITY OF BRYAN
GENERAL PROVISIONS AND REQUIREMENTS**

I N D E X
GENERAL PROVISIONS AND REQUIREMENTS

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- 1.2 Abbreviations
- 1.3 Advertisement
- 1.4 Bidder
- 1.5 City
- 1.6 City Attorney
- 1.7 City Council
- 1.8 City Engineer
- 1.9 City Manager
- 1.10 City Secretary
- 1.11 Contract
- 1.12 Contractor
- 1.13 Contract Bond
- 1.14 Final Completion
- 1.15 Inspector
- 1.16 Mayor
- 1.17 Plans
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ITEM 1 - DEFINITION OF TERMS

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

work. The contract includes the advertisement, Bid, specifications, including special provisions, Plans or working drawings and any supplemental changes or agreements pertaining to the work materials thereof, and bonds.

- 1.12 **CONTRACTOR**: The person, persons, partnership, company, firm, association or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.
- 1.13 **CONTRACT BOND**: The security furnished by the Contractor and Surety as a guarantee on the part of the Contractor to execute the work in accordance with the terms of the contract.
- 1.14 **FINAL COMPLETION**: The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.
- 1.15 **INSPECTOR**: The authorized representative of the City Engineer assigned to supervise or inspect any or all parts of the work and the materials to be used therein.
- 1.16 **MAYOR**: The Mayor of the City of Bryan, Texas.
- 1.17 **PLANS**: All drawings pertaining to the contract and made a part thereof, including such supplementary drawings or addenda as the City Engineer may issue in order to clarify other drawings, or for the purpose of showing changes in the work hereinafter authorized, or for showing details not shown thereon.
- 1.18 **BID**: The written statement duly filed with the Purchasing Manager by the person, persons, partnership, company, firm, association, or corporation proposing to do the work contemplated, including the approved form on which the formal Bids for the work are to be prepared.
- 1.19 **BID GUARANTY**: The security designated in the advertisement and Bid, to be furnished by each Bidder as a guaranty of good faith to enter into a contract with the City and execute the required bonds for the work contemplated after the work is awarded him.
- 1.20 **RIGHT-OF-WAY**: The land provided by the City upon which to construct the proposed work.

- 1.21 SPECIAL PROVISIONS:** The special clauses setting forth the conditions or requirements peculiar to the specific project involved, supplementing the standard specifications, and taking precedence over any conditions or requirements of the standard specifications with which they are in conflict.
- 1.22 SPECIFICATIONS:** The directions, provisions, and requirements contained herein or in a special specification, supplemented by such "Special Provisions" and "Supplemental Agreements" as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the contract. Where the phrases "Or directed by the City Engineer", "Ordered by the City Engineer", or "To the satisfaction of the City Engineer" occur, it is to be understood that the directions, orders, or instructions to which they relate are within the limitations of the Bid and specifications. "Special Provisions" will cover work appertaining to a particular project and included in the Bid but not covered by the specifications and will govern and take precedence over specifications wherever in conflict therewith. "Supplemental Agreements" are written agreements entered into between the Contractor and the City are approved by the Surety, covering alterations and changes in Plans which are necessary to the proper completion of the work. Reference to standard specifications of Texas Department of Transportation (TxDOT), American Standard of Testing Materials (ASTM) and other organizations shall be interpreted to mean the latest published edition as of the date Bids are opened for this project.
- 1.23 SUBSTANTIALLY COMPLETED:** The term "Substantially Completed" means that in the opinion of the City Engineer the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.
- 1.24 SUPERINTENDENT:** The authorized representative of the Contractor.
- 1.25 SURETY:** The corporate body which is bound with the Contractor as a guarantee of good faith on the part of the Contractor to execute the work in strict accordance with the Plans, specifications and terms of the contract.
- 1.26 THE WORK:** All work, including the furnishing of labor, materials, tools, equipment, and incidentals, to be performed by the Contractor

under the terms of the contract.

- 1.27 WORKING DAY:** A working day is defined as a calendar day, not including Saturdays, Sundays or legal holidays in which weather or other conditions not under the control of the Contractor will permit the performance of the principal unit of work underway for a continuous period of not less than seven (7) hours between 7 a.m. and 6 p.m. Work on days other than a “working day” may be requested up to 48 hours in advance and requires approval by the City Engineer. If allowed, a working day will be charged and the Contractor shall pay the City for the cost of inspections services equal to \$75.00 per hour for a minimum of 4 hours.
- 1.28 CALENDAR DAY:** A calendar day includes all 7 days of the week, excluding legal holidays, under which the performance of the principal unit of work shall be performed between the hours of 7 AM and 6 PM. A calendar day will be charged regardless of weather or other conditions not under the control of the Contractor, unless the City Engineer approves, in writing, a suspension of time.
- 1.29 BUSINESS DAY:** A business day is defined as a calendar day, not including Saturdays, Sundays, or legal holidays, between the hours of 8 AM and 5 PM during which business operations generally occur.

ABBREVIATIONS

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

Table A

ITEM 2 - INSTRUCTIONS TO BIDDERS

2.1 BID FORM

The City will furnish Bidders with Bid forms, which will include the following:

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

2.2 QUANTITIES IN BID FORM

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

2.3 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

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

necessary for full and complete information upon which the Bid may be based. It is mutually agreed that submission of a Bid is evidence that the Bidder has made the examination, investigations, and tests required herein.

2.4 BIDDER QUALIFICATIONS

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

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

2.5 PREPARATION OF BID

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

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

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

2.6 IRREGULAR BIDS

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

2.7 BID GUARANTY

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

2.8 FILING OF BID

No Bid will be considered unless it is filed with the Purchasing office at 205

A. 28th Street, Bryan, Texas within the time limit for receiving Bids as stated in the advertisement. Each Bid shall be in a sealed envelope, plainly marked with the word, "Bid", and the name or description of the project as designated in the Notice to Bidders. The Bid shall include

the Bid Form, Felony Conviction Notice, Certification and Bonds. Statement of Contractor and References may also be submitted as part of the Bid.

2.9 WITHDRAWING BIDS

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

2.10 OPENING BIDS

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

2.11 DISQUALIFICATION OF BIDDER

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

- (a) The Bidder has not submitted a Contractor's Registration packet and received a score of 70 or better prior to the date of the Bid opening for the Bid being considered.
- (b) Reason for believing collusion exists among the Bidders.
- (c) Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
- (d) The Bidder being interested in any litigation against the City.
- (e) The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- (f) Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, background investigation by the City, etc.
- (g) Uncompleted work that in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

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

ITEM 3 - AWARD AND EXECUTION OF CONTRACT

3.1 CONSIDERATION OF BIDS

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

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

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

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

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

3.2 AWARD OF CONTRACT

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

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

3.3 RETURN OF BID GUARANTY

As soon as Bid prices have been tabulated for comparison of Bids, the City may, at its discretion, return the Bid guaranties accompanying the Bids which, in its judgment, would not be considered in the award; all

other Bid guaranties will be retained by the City until the required contract and bonds have been executed, after which they will be returned. No Bid guaranties will be returned until at least two business days shall have elapsed from time of opening Bids.

3.4 PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

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

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

the City.

If the Contract is for \$50,000 or less and no performance or payment bond is furnished, the City hereby notifies the Bidder that no money will be paid to the contractor until completion and acceptance of the work or fulfillment of the purchase obligation to the City.

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

3.5 EXECUTION OF CONTRACT

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

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

3.6 FAILURE TO EXECUTE CONTRACT

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

3.7 COMMENCEMENT OF WORK

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

ITEM 4 - SCOPE OF WORK

4.1 INTENT OF PLANS AND SPECIFICATIONS

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

4.2 SPECIAL PROVISIONS

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

4.3 INCREASED OR DECREASED QUANTITIES OF WORK

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

4.4 ALTERATION OF PLANS AND SPECIFICATIONS

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

4.5 EXTRA WORK

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

4.6 STORMWATER POLLUTION PREVENTION

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

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

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

4.7 FINAL CLEANUP

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

existed. Surplus and waste materials removed from the site of the work shall be disposed of at a licensed sanitary landfill or as directed by the City Engineer. No payment will be made for this work, its cost being subsidiary to the various items of work.

ITEM 5 - CONTROL OF THE WORK

5.1 AUTHORITY OF THE CITY ENGINEER

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

5.2 CONFORMITY WITH PLANS

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

5.3 EXISTING STRUCTURES

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

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

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

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

5.4 COORDINATION OF PLANS, SPECIFICATIONS, BID AND SPECIAL PROVISIONS

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

5.5 COOPERATION OF CONTRACTOR

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

5.6 CONSTRUCTION STAKES

The City Engineer will furnish the Contractor with all grades, lines and measurements necessary for proper prosecution and control of the

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

5.7 AUTHORITY AND DUTIES OF INSPECTORS

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

5.8 PROJECT SAFETY

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

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

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

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

The Contractor shall submit a Traffic Control Plan to the City Engineer,

which must be approved before the Contractor begins work. The City Engineer reserves the right to change the Traffic Control Plan at any time.

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

5.9 INSPECTION

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

5.10 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

5.11 FINAL INSPECTION

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

5.12 PUNCH LIST INSPECTION

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

5.13 RECORD DRAWINGS

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

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

"(Date)_____ To the City of Bryan:

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

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

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

"(Date)_____ To the City of Bryan:

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

ITEM 6 - CONTROL OF MATERIALS

6.1 SOURCE OF SUPPLY OF MATERIALS

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

6.2 SAMPLES AND TESTS OF MATERIALS

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

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

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

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

6.3 STORAGE OF MATERIALS:

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the City Engineer, they shall be placed on wooden platforms or other hard, clean surfaces

and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection. If material is stored on private property, the Contractor will provide the City Engineer with written approval of the property owner. No materials shall be stored within the limits of the FEMA regulated 100-year floodplain.

6.4 DEFECTIVE MATERIALS

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

6.5 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

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

6.6 PRODUCT SUBMITTALS

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

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

ITEM 7 - LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

7.1 LAWS TO BE OBSERVED

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

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

7.2 BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS

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

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

7.3 PERMITS AND LICENSES

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

7.4 STATE AND CITY SALES TAXES

The Contractor's attention is directed to Texas House Bill 11 (72nd Legislature, 1st C.S.), which amended the Texas Tax Code Section 151.311. This amendment provides that by the Contractor entering

into a separate contract, the Contractor will become a seller of materials purchased for the project, which will obviate paying taxes on materials incorporated into the project.

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

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

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

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

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

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

7.5 PATENTED DEVICES, MATERIALS AND PROCESSES

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

trademark or copyright in connection with the work agreed to be performed under this contract and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

7.6 SANITARY PROVISIONS

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

7.7 PUBLIC CONVENIENCE AND SAFETY

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

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

shall include the roadway approaches as well as the structures for such crossings.

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

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

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

7.9 RAILWAY CROSSINGS

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

7.10 BARRICADES, LIGHTS AND WATCHMEN

Where the work is carried on in, or adjacent to any street, alley or public place, the Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible

at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient number to protect the work.

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

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

7.11 CONFINED SPACE ENTRY

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

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

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

7.12 USE OF EXPLOSIVES

The use of explosives is prohibited on City Projects.

7.13 PROTECTION AND RESTORATION OF PROPERTY

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

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

7.14 RESPONSIBILITY FOR DAMAGE CLAIMS (INDEMNIFICATION)

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION INCLUDING ATTORNEY'S FEES,

EXPENSES BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, BY OR FROM THE SAID CONTRACTOR OR HIS EMPLOYEES OR BY OR IN CONSEQUENCE OF ANY NEGLIGENCE IN SAFEGUARDING THE WORK OF THROUGH THE USE OF UNACCEPTABLE MATERIALS IN CONSTRUCTING THE WORK, OR BY OR ON ACCOUNT OF ANY ACT OR OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, OR BY OR ON ACCOUNT OF ANY CLAIMS OF AMOUNTS RECOVERED UNDER THE WORKMEN'S COMPENSATION LAW OR ANY OTHER LAW, ORDINANCE, ORDER OR DECREE, AND SO MUCH OF THE MONEY DUE THE SAID CONTRACTOR UNDER AND BY VIRTUE OF HIS CONTRACT AS SHALL BE CONSIDERED NECESSARY BY THE CITY MAY BE RETAINED FOR THE USE OF THE CITY, OR IN CASE NO MONEY IS DUE, HIS SURETIES SHALL BE HELD UNTIL SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURY OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THE EFFECT FURNISHED THE CITY. CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE REGARDLESS OF WHETHER THE INJURY OF DAMAGE IS CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), OR EMPLOYEES.

7.15 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

7.16 USE OF A SECTION OR PORTION OF THE WORK

Wherever in the opinion of the City Engineer any section or portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the City Engineer, and such usage shall not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these

specifications or the contract pending final completion and acceptance of the work; all necessary repairs and removals or any section of the work so put into use, due to defective materials or workmanship or to operations of the Contractor shall be performed by the Contractor at his own expense.

7.17 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

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

7.18 NO WAIVER OF LEGAL RIGHTS

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

7.19 CONTRACTOR'S INSURANCE

Contractor agrees to have and maintain the policies set forth in the insurance requirements attached as **Exhibit C**. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required coverage shall be a breach of this Contract.

INDEMNIFICATION:

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), AND EMPLOYEES

FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION INCLUDING ATTORNEY'S FEES EXPENSES BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, BY OR FROM THE SAID CONTRACTOR OR HIS EMPLOYEES OR BY OR IN CONSEQUENCE OF ANY NEGLIGENCE IN SAFEGUARDING THE WORK, OR THROUGH THE USE OF UNACCEPTABLE MATERIALS IN CONSTRUCTION OF THE WORK, OR BY OR ON ACCOUNT OF ANY ACT OR OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, OR BY OR ON ACCOUNT OF ANY CLAIMS OF AMOUNTS RECOVERED UNDER THE WORKMEN'S COMPENSATION LAW OR ANY OTHER LAW, ORDINANCE, ORDER OR DECREE, AND SO MUCH OF THE MONEY DUE THE SAID CONTRACTOR UNDER AND BY VIRTUE OF THIS CONTRACT AS SHALL BE CONSIDERED NECESSARY BY THE CITY MAY BE RETAINED FOR THE USE OF THE CITY, OR IN CASE NO MONEY IS DUE, HIS SURETIES SHALL BE HELD UNTIL SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURY OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THAT EFFECT FURNISHED THE CITY. CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, AGENTS (INCLUDING THE ENGINEER OF RECORD), AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

7.20 ANTITRUST

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

ITEM 8 - PROSECUTION AND PROGRESS

8.1 SUBLETTING THE WORK

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

8.2 ASSIGNMENT OF CONTRACT

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

8.3 PROSECUTION OF THE WORK

The Contractor shall begin the work to be performed under the contract within fifteen (15) calendar days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the

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

8.4 LIMITATION OF OPERATIONS

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

8.5 CHARACTER OF WORKMEN AND EQUIPMENT

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

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

8.6 COMPUTATION OF CONTRACT TIME FOR COMPLETION

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

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

8.7 SUBSTANTIAL COMPLETION

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

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

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

8.8 FINAL COMPLETION

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

The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit

the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

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

8.9 FAILURE TO COMPLETE ON TIME

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

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

The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of administrative damages for the Contractor's failure

to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

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

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

8.10 SUSPENSION BY COURT ORDER

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

8.11 TEMPORARY SUSPENSION

The City Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary due to unsuitable weather conditions or any other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, he shall provide suitable drainage about the work and erect temporary structures where necessary. The

Contractor shall not suspend work without written authority from the City Engineer, and shall proceed with the work promptly when notified by the City Engineer to resume operations. The "Time Charge" will be suspended during any such period of suspension.

8.12 SUSPENSION OF WORK AND ANNULMENT OF CONTRACT

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

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

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City shall designate, whereupon the sureties may at their option assume the contract or that portion thereof

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

8.13 TERMINATION OF CONTRACT

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

ITEM 9 - MEASUREMENT AND PAYMENT

9.1 MEASUREMENT OF QUANTITIES

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

9.2 SCOPE OF PAYMENT

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

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

9.3 PAYMENT FOR EXTRA WORK

The extra work done by the Contractor and authorized and approved by the City Engineer will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by

the Contractor as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents and timekeepers' services, all insurance, bond and all other overhead expense incurred in the prosecution of the extra work. Payment for extra work will be made by one of the following methods:

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

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

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

9.4 PARTIAL ESTIMATES

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

9.5 FINAL ACCEPTANCE

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

9.6 FINAL PAYMENT

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

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

9.7 GUARANTEE OF WORK

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

charge the Contractor with the actual cost of all labor, materials and equipment time required.

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

EXHIBIT B



Renovation of Fire Station

No. 4

RFP # 26-005

RFP

January 15, 2026

Project Methodology

The mechanical work will be the driving factor of this project. Once we receive the Notice to Proceed, Aggieland's Project Manager will make it a priority to get mechanical submittals submitted and approved as quickly as possible. Once approved, we will immediately order the mechanical equipment.

The Aggieland Project Manager will also expedite the submission of all other submittals. It will be important for all submittal remarks/approvals to be returned to Aggieland as quickly as possible.

Once we mobilize onsite, Aggieland's Superintendent will direct all work, starting with the demolition of ceilings, toilet partitions, toilet accessories, mechanical equipment and ductwork, plumbing fixtures, and electrical fixtures.

Upon completion of the demolition, we will install the open cell spray foam on the underside of the roof deck.

Once the spray foam is installed, we will begin replacing the existing windows with new windows. At this time, we will also complete the wall infill work at Work Area 102.

At this point, we expect to have procured the mechanical equipment, so we will begin installation of the new mechanical equipment and ductwork.

Once the ductwork is installed and the gas line has been modified for the new mechanical equipment, we will install the new sheetrock and acoustical ceilings as well as the light fixtures.

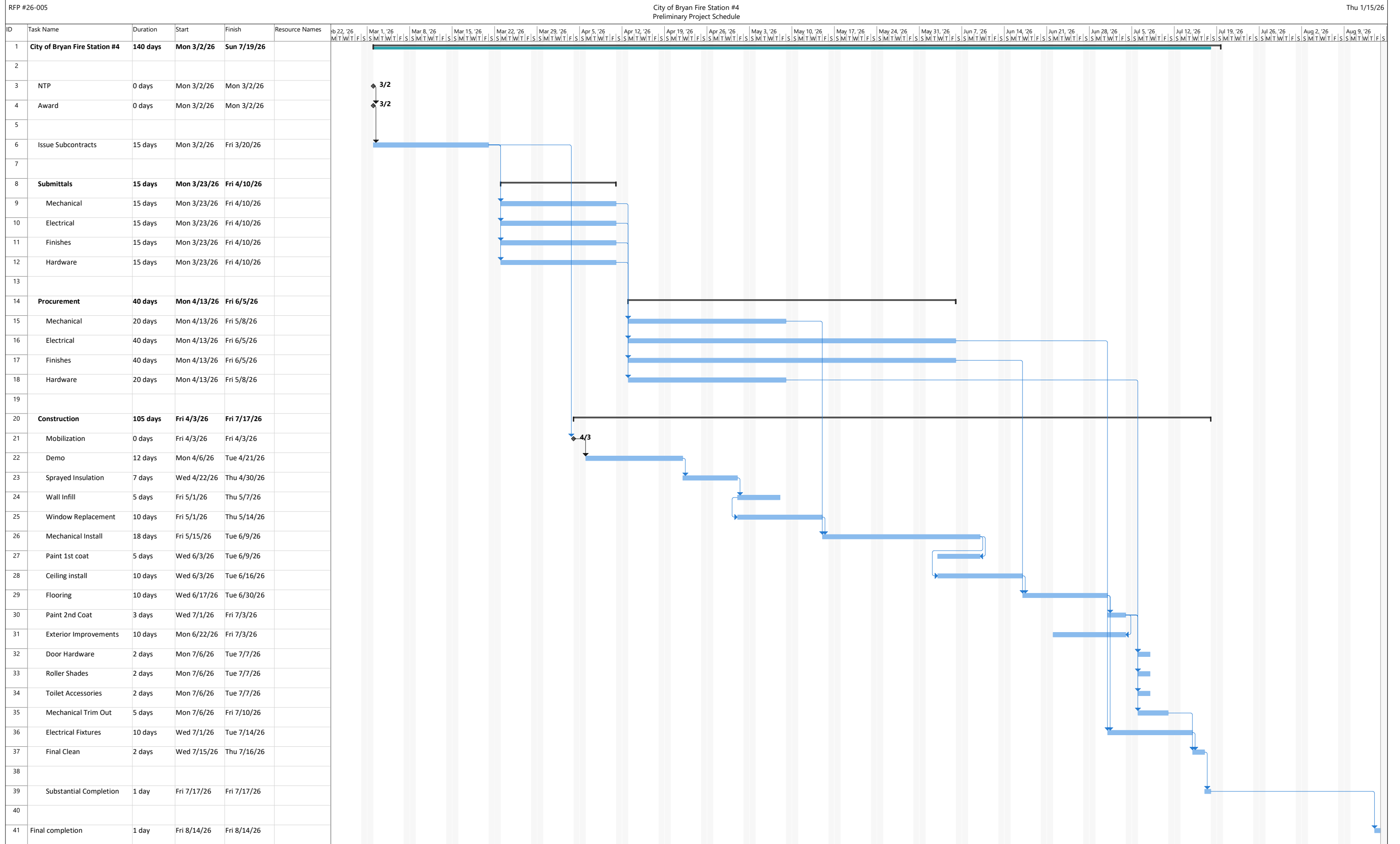
Upon completion of the ceilings, we will install the tile and LVT flooring. We will cover the flooring with temporary protection to ensure it is not damaged during the remaining construction.

Once the flooring is installed, we will paint the walls and sheetrock ceilings.

Once the painting is completed, we will install the door hardware, toilet accessories, roller shades, and all remaining mechanical and electrical fixtures.

At this point, we will final clean the building.

Once all work is completed, we will walk the building with the owner's representative. We will then complete the project by addressing any punch items that may arise.



PROPOSAL FORM

DATE: 1/15/2026

PROPOSAL TO: City of Bryan
Purchasing Department
2611 N Earl Rudder Fwy
Bryan, TX 77803

BASE PROPOSAL AMOUNT: \$ 298,700.00

Two hundred ninety eight thousand seven hundred dollars

ALTERNATE 1 AMOUNT: ADD \$11,200.00

Eleven thousand two hundred dollars

**** VE Option for Alternate Lighting and Controls Package - Deduct \$9,000.00 from Base Amount ****

CALENDAR DAYS: Total number of calendar days to substantial completion is **140** days.

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda:

- Addendum Number One (12/5/2025)
- Addendum No. 1 (12/19/2025)
- Addendum No. 2 (1/7/2026)
- Addendum No. 3 (1/8/2026)

CONTRACTOR NAME: Aggieland Construction

CONTRACTOR SIGNATURE: Jacob Duncan Estimator

EXHIBIT C
Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Professional Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

If the Contractor fails to maintain the required insurance, the City shall have the right to withhold payment to Contractor until coverage is reinstated or to terminate the contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL).** Contractor shall maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than **\$5,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, property damage, bodily injury, and personal and advertising injury, and liability assumed under an insured's contract.
 - 1.2 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance.
2. **Business Automobile Liability (AL).** Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit not less than **\$5,000,000 per accident**.
 - 2.1. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - 2.2. Coverage shall be written on ISO form CA 00 01, CA 00 08, CA 00 09.
3. **Workers' Compensation (WC).** Contractor shall maintain workers compensation insurance with **Texas Statutory Limits** and Employers Liability insurance with a limit of not less than **\$1,000,000** per accident for bodily injury or disease.
 - 3.1. **This policy shall be endorsed with a waiver of subrogation in favor of the City** for all work performed by the Contractor, its employees, agents, and subcontractors.
4. **Builder's Risk (Course of Construction).** Contractor shall maintain builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage.

- 4.1. Coverage shall **name the City as a loss payee** as their interest may appear.
5. *(If Design/Build)*
Professional Liability (Errors and Omissions). Contractor shall maintain professional liability/error and omissions liability insurance appropriate to the Contractor's profession. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.
- 5.1. If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that coverage will be maintained or an extended discovery period will be exercised for a period of **at least five (5) years after completion of the contract of work**.
- 5.2. A copy of the claims reporting requirements must be submitted to the city within 5 days of request.
6. *(If project involves environmental hazards)*
Pollution Legal Liability and/or Asbestos Legal Liability. Contractor shall maintain pollution legal liability and/or asbestos legal liability insurance applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising out of the scope of the contractor's services as defined in this contract. If non-owned disposal sites are used for disposal of wastes, these sites shall be specifically covered under the Pollution Liability policy.

"Pollution Condition(s)" means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

Coverage shall be written subject to limits not less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

- 6.1. The City, its officers, officials, employees, and volunteers are to be covered as additional Insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance.
- 6.2. If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that coverage will be maintained or an extended discovery period will be exercised for a period of **at least five (5) years after completion of the contract of work**.
- 6.3 If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall *include microbial matter, including mold*.

6.4 A copy of the claims reporting requirements must be submitted to the city within 5 days of the City's written request.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the City in this contract.

Self-insured retentions must be declared and approved by the city. The city may require the contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

General Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status.*** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. ***Primary Coverage.*** For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage as respects the City, its officers, officials, employees, and volunteers. There shall be no modification to make it excess over other available insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. ***Notice of Cancellation.*** Each insurance policy required above shall provide that coverage **shall not be canceled, except with notice to the City.** If the City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect.
4. ***Acceptability of Insurers.*** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the City.
5. ***Waiver of Subrogation.*** Contractor hereby grants to City a waiver of any rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
6. ***Umbrella or Excess Policy.*** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be

provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

7. **Evidence of Insurance.** Contractor shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work commences. However, failure to obtain the required documents prior to the work beginning or failure to identify a deficiency from evidence that has been provided shall not be construed as a waiver of the Contractor’s obligation to maintain such insurance, or as a waiver to the enforcement of any of these provisions. Contractor shall provide certified copies of all required insurance policies within 10 days of City’s written request of said copies.
8. **Duration of Coverage.** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
9. **Surety Bonds.** *Contractor shall provide required Surety Bonds.*
10. **Subcontractors.** If the Contractor’s insurance does not afford coverage on behalf of any subcontractor hired by the Contractor, the Contractor shall require and verify that all subcontractors shall maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is and additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.