

SECTION 7

STATE OF TEXAS §

Contract

COUNTY OF JOHNSON §

PROJECT NO. DR2302

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and

hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23
City of Burleson Project No. ST2350**

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by OWNER, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to complete the work within 270 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

This Contract is entered into subject to the Charter and ordinances of OWNER, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

OWNER reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then OWNER shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER. If after exercising any such remedy the cost to OWNER of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse OWNER for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

OWNER and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither OWNER nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of OWNER.

It is further agreed that one or more instances of forbearance by the OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Tommy Ludwig
City Manager

THE STATE OF TEXAS §
COUNTY OF JOHNSON §

Corporate Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF JOHNSON §

City Acknowledgement

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION 6

PROPOSAL

To: The City of Burleson
141 W. Renfro
Burleson, TX 76028

For: Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23
Project No. ST2350

TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the **Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23, OWNER Project No. ST2350**, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City of Burleson, hereinafter called "OWNER" to the Contractor will be made based on the actual quantity installed in the field.

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 1

GENERAL ITEMS

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
101	1	LS	Mobilization, bonds, insurance @ One Hundred Fifty Five Thousand dollars and Zero cents for lump sum.	\$ 155,000.00	\$ 155,000.00
102	6600	LF	Temporary above ground water system for use during waterline construction including service lines @ Twenty Four dollars and Zero cents per linear foot.	\$ 24.00	\$ 158,400.00
103	3000	SY	Grass sod repair (as approved by the Engineer) @ Eight dollars and Fifty cents per square yard.	\$ 8.50	\$ 25,500.00
104	180	SY	Concrete Driveway Repair (as approved by the Engineer) @ Two Hundred Sixty dollars and Zero cents per square yard.	\$ 260.00	\$ 46,800.00
105	225	SF	Concrete Valley Gutter (as approved by the Engineer) @ Forty Three dollars and Zero cents per square foot.	\$ 43.00	\$ 9,675.00
106	200	LF	Remove and replace concrete curb and gutter (as approved by the Engineer) @ Forty Eight dollars and Zero cents per linear foot.	\$ 48.00	\$ 9,600.00
107	1	LS	Design and implement traffic control plan @ Fifty Five Thousand dollars and Zero cents.	\$ 55,000.00	\$ 55,000.00
108	1	LS	Design and implement SWPPP @ Eight Thousand dollars and Zero cents for lump sum.	\$ 8,000.00	\$ 8,000.00
109	100	TON	Rock for trench stabilization/bad weather access @ One Hundred Fifty Two dollars and Zero cents per ton.	\$ 152.00	\$ 15,200.00
110	1	LS	Design and implement trench safety plan @ Ninety Two Hundred dollars and Zero cents for lump sum.	\$ 9,200.00	\$ 9,200.00
111	100	TON	HMAC cold mix for pavement repair @ Forty dollars and Zero cents per ton.	\$ 40.00	\$ 4,000.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23
 PROPOSAL SCHEDULE
 UNIT 1
 GENERAL ITEMS

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
112	1	LS	Pre-Construction Video Tape of Project Limits @ One Thousand Fifty dollars and Zero cents for lump sum.	\$ 1,050.00	\$ 1,050.00
113	1000	SY	Hydromulch @ Four dollars and Twenty Five cents per square yard.	\$ 4.25	\$ 4,250.00
114	1	LS	Irrigation Repair (as approved by engineer) @ Twenty Thousand dollars and Zero cents per lump sum.	\$ 20,000.00	\$ 20,000.00
TOTAL AMOUNT BID UNIT 1:				\$	521,675.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 2

Browncrest Rd/Deniese Dr/Paula Ter

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
201	1	EA	Standard fire hydrant assembly @ Eighty Five Hundred dollars and Zero cents per each.	\$ 8,500.00	\$ 8,500.00
202	850	LF	8" PVC SDR-35 sewer pipeline installed in existing trench line @ One Hundred Thirty Five dollars and Zero cents per linear foot.	\$ 135.00	\$ 114,750.00
203	505	LF	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main) @ Eighty Seven dollars and Zero cents per linear foot.	\$ 87.00	\$ 43,935.00
204	3	EA	Demo and remove existing 4' sanitary sewer manhole @ One Thousand Fifty dollars and Zero cents for each.	\$ 1,050.00	\$ 3,150.00
205	4	EA	Install standard 5' diameter sanitary sewer manhole with 30" lid @ Thirteen Thousand Eight Hundred dollars and Zero cents for each.	\$ 13,800.00	\$ 55,200.00
206	4500	SY	Pulverize existing pavement, reshape and cement stabilize 8" subgrade @ Fifteen dollars and Zero cents per square yard.	\$ 15.00	\$ 67,500.00
207	68	Tons	Cement at 30 lbs per square yard @ Three Hundred Sixty dollars and Zero cents per ton.	\$ 360.00	\$ 24,480.00
208	4500	SY	2" HMAC Type "D" pavement @ Thirteen dollars and Sixty cents per square yard.	\$ 13.60	\$ 61,200.00
209	4500	SY	5" HMAC Type "B" pavement @ Twenty Nine dollars and Seventy Five cents per square yard.	\$ 29.75	\$ 133,875.00
TOTAL AMOUNT BID UNIT 2:				\$	512,590.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 3

Linda Dr/Willow Cir/Dorsey St

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
301	910	LF	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (open cut install in existing trench line) (includes thrust blocking, Megalug restraints, and temporary trench patch) @ One Hundred Forty Eight dollars and Zero cents per linear foot.	\$ 148.00	\$ 134,680.00
302	4	EA	Standard water line connection @ Forty Eight Hundred dollars and Zero cents per each.	\$ 4,800.00	\$ 19,200.00
303	4	EA	8" Gate Valves @ Thirty Two Hundred dollars and Zero cents per each.	\$ 3,200.00	\$ 12,800.00
304	260	LF	1" water service connection (Blue ADS PolyFlex) @ Seventy dollars and Zero cents per linear foot.	\$ 70.00	\$ 18,200.00
305	1	EA	Standard fire hydrant assembly @ Eighty Five Hundred dollars and Zero cents per each.	\$ 8,500.00	\$ 8,500.00
306	2950	LF	8" PVC SDR-35 sewer pipeline installed in existing trench line @ One Hundred Thirty Five dollars and Zero cents per linear foot.	\$ 135.00	\$ 398,250.00
307	1270	LF	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main) @ Eighty Seven dollars and Zero cents per linear foot.	\$ 87.00	\$ 110,490.00
308	8	EA	Demo and remove existing 4' sanitary sewer manhole @ One Thousand Fifty dollars and Zero cents for each.	\$ 1,050.00	\$ 8,400.00
309	10	EA	Install standard 5' diameter sanitary sewer manhole with 30" lid @ Thirteen Thousand Nine Hundred dollars and Zero cents for each.	\$ 13,900.00	\$ 139,000.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 3

Linda Dr/Willow Cir/Dorsey St

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
310	10215	SY	Pulverize existing pavement, reshape and cement stabilize 8" subgrade @ Ten dollars and Seventy Five cents per square yard.	\$ 10.75	\$ 109,811.25
311	153	Tons	Cement at 30 lbs per square yard @ Three Hundred Sixty dollars and Zero cents per ton.	\$ 360.00	\$ 55,080.00
312	10215	SY	2" HMAC Type "D" pavement @ Twelve dollars and Forty cents per square yard.	\$ 12.40	\$ 126,666.00
313	10215	SY	5" HMAC Type "B" pavement @ Twenty Nine dollars and Twenty Five cents per square yard.	\$ 29.25	\$ 298,788.75
TOTAL AMOUNT BID UNIT 3:				\$	1,439,866.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 4

SW Hillside Dr

MUST BE COMPLETED BETWEEN MAY 30, 2024 AND AUGUST 14,2024

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
401	1310	LF	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (open cut install in existing trench line) (includes thrust blocking, Megalug restraints, and temporary trench patch)@ One Hundred Forty Eight dollars and Zero cents per linear foot.	\$ 148.00	\$ 193,880.00
402	8	EA	Standard water line connection @ Forty Nine Hundred dollars and Zero cents per each.	\$ 4,900.00	\$ 39,200.00
403	8	EA	8" Gate Valves @ Thirty Two Hundred dollars and Zero cents per each.	\$ 3,200.00	\$ 25,600.00
404	325	LF	1" water service connection (Blue ADS PolyFlex) @ Seventy dollars and Zero cents per linear foot.	\$ 70.00	\$ 22,750.00
405	2	EA	Standard fire hydrant assembly @ Eighty Seven Hundred dollars and Zero cents per each.	\$ 8,700.00	\$ 17,400.00
406	510	LF	8" PVC SDR-35 sewer pipeline installed in existing trench line @ One Hundred Thirty Five dollars and Zero cents per linear foot.	\$ 135.00	\$ 68,850.00
407	65	LF	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main) @ Eighty Five dollars and Zero cents per linear foot.	\$ 85.00	\$ 5,525.00
408	4	EA	Demo and remove existing 4' sanitary sewer manhole @ One Thousand Fifty dollars and Zero cents for each.	\$ 1,050.00	\$ 4,200.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23
PROPOSAL SCHEDULE
UNIT 4
SW Hillside Dr
MUST BE COMPLETED BETWEEN MAY 30, 2024 AND AUGUST 14,2024

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
409	5	EA	Install standard 5' diameter sanitary sewer manhole with 30" lid @ Thirteen Thousand Eight Hundred dollars and Zero cents for each.	\$ 13,800.00	\$ 69,000.00
410	5165	SY	Pulverize existing pavement, reshape and cement stabilize 8" subgrade @ Ten dollars and Zero cents per square yard.	\$ 10.00	\$ 51,650.00
411	78	Tons	Cement at 30 lbs per square yard @ Three Hundred Sixty dollars and Zero cents per ton.	\$ 360.00	\$ 28,080.00
412	5165	SY	2" HMAC Type "D" pavement @ Thirteen dollars and Zero cents per square yard.	\$ 13.00	\$ 67,145.00
413	5165	SY	5" HMAC Type "B" pavement @ Twenty Nine dollars and Twenty Five cents per square yard.	\$ 29.25	\$ 151,076.25
414	36	LF	24" striping (School Zone Start) @ Nineteen dollars and Zero cents per linear foot.	\$ 19.00	\$ 684.00
415	358	LF	12" striping (Crosswalk/Stop Bar) @ Six dollars and Fifty cents per linear foot.	\$ 6.50	\$ 2,327.00
416	1316	LF	4" striping (Parking) @ Four dollars and Forty cents per linear foot.	\$ 4.40	\$ 5,790.40
417	2	EA	Striping (Turn Arrow) @ Six Hundred dollars and Zero cents per each.	\$ 600.00	\$ 1,200.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 4

SW Hillside Dr

MUST BE COMPLETED BETWEEN MAY 30, 2024 AND AUGUST 14,2024

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
418	2	EA	Striping (ONLY) @ Seven Hundred Fifty dollars and Zero cents per each.	\$ 750.00	\$ 1,500.00
TOTAL AMOUNT BID UNIT 4:				\$	755,857.65

NJPCW

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 1

GENERAL ITEMS

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
101	1	LS	Mobilization, bonds, insurance @ One Hundred Fifty Five Thousand dollars and Zero cents for lump sum.	\$ 155,000.00	\$ 155,000.00
102	6600	LF	Temporary above ground water system for use during waterline construction including service lines @ Twenty Four dollars and Zero cents per linear foot.	\$ 24.00	\$ 158,400.00
103	3000	SY	Grass sod repair (as approved by the Engineer) @ Six dollars and Fifty cents per square yard.	\$ 6.50	\$ 19,500.00
104	180	SY	Concrete Driveway Repair (as approved by the Engineer) @ Two Hundred Sixty dollars and Zero cents per square yard.	\$ 260.00	\$ 46,800.00
105	225	SF	Concrete Valley Gutter (as approved by the Engineer) @ Forty Three dollars and Zero cents per square foot.	\$ 43.00	\$ 9,675.00
106	200	LF	Remove and replace concrete curb and gutter (as approved by the Engineer) @ Forty Eight dollars and Zero cents per linear foot.	\$ 48.00	\$ 9,600.00
107	1	LS	Design and implement traffic control plan @ Fifty Five Thousand dollars and Zero cents.	\$ 55,000.00	\$ 55,000.00
108	1	LS	Design and implement SWPPP @ Eight Thousand dollars and Zero cents for lump sum.	\$ 8,000.00	\$ 8,000.00
109	100	TON	Rock for trench stabilization/bad weather access @ One Hundred Fifty Two dollars and Zero cents per ton.	\$ 152.00	\$ 15,200.00
110	1	LS	Design and implement trench safety plan @ Ninety Two Hundred dollars and Zero cents for lump sum.	\$ 9,200.00	\$ 9,200.00
111	100	TON	HMAC cold mix for pavement repair @ Forty dollars and Zero cents per ton.	\$ 40.00	\$ 4,000.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23
 PROPOSAL SCHEDULE
 UNIT 1
 GENERAL ITEMS

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
112	1	LS	Pre-Construction Video Tape of Project Limits @ One Thousand Fifty dollars and Zero cents for lump sum.	\$ 1,050.00	\$ 1,050.00
113	1000	SY	Hydromulch @ Three dollars and Twenty Five cents per square yard.	\$ 3.25	\$ 3,250.00
114	1	LS	Irrigation Repair (as approved by engineer) @ Twenty Thousand dollars and Zero cents per lump sum.	\$ 20,000.00	\$ 20,000.00
TOTAL AMOUNT BID UNIT 1:				\$	514,675.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 2

Browncrest Rd/Deniese Dr/Paula Ter

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
201	1	EA	Standard fire hydrant assembly @ Eighty Five Hundred dollars and Zero cents per each.	\$ 8,500.00	\$ 8,500.00
202	850	LF	8" PVC SDR-35 sewer pipeline installed in existing trench line @ One Hundred Thirty Five dollars and Zero cents per linear foot.	\$ 135.00	\$ 114,750.00
203	505	LF	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main) @ Eighty Seven dollars and Zero cents per linear foot.	\$ 87.00	\$ 43,935.00
204	3	EA	Demo and remove existing 4' sanitary sewer manhole @ One Thousand Fifty dollars and Zero cents for each.	\$ 1,050.00	\$ 3,150.00
205	4	EA	Install standard 5' diameter sanitary sewer manhole with 30" lid @ Thirteen Thousand Eight Hundred dollars and Zero cents for each.	\$ 13,800.00	\$ 55,200.00
206	4500	SY	Pulverize existing pavement, reshape and cement stabilize 8" subgrade @ Fifteen dollars and Zero cents per square yard.	\$ 15.00	\$ 67,500.00
207	68	Tons	Cement at 30 lbs per square yard @ Three Hundred Sixty dollars and Zero cents per ton.	\$ 360.00	\$ 24,480.00
208	4500	SY	2" HMAC Type "D" pavement @ Thirteen dollars and Sixty cents per square yard.	\$ 13.60	\$ 61,200.00
209	4500	SY	5" HMAC Type "B" pavement @ Twenty Nine dollars and Seventy Five cents per square yard.	\$ 29.75	\$ 133,875.00
TOTAL AMOUNT BID UNIT 2:				\$	512,590.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 3

Linda Dr/Willow Cir/Dorsey St

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
301	910	LF	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (open cut install in existing trench line) (includes thrust blocking, Megalug restraints, and temporary trench patch) @ One Hundred Forty Eight dollars and Zero cents per linear foot.	\$ 148.00	\$ 134,680.00
302	4	EA	Standard water line connection @ Forty Eight Hundred dollars and Zero cents per each.	\$ 4,800.00	\$ 19,200.00
303	4	EA	8" Gate Valves @ Thirty Two Hundred dollars and Zero cents per each.	\$ 3,200.00	\$ 12,800.00
304	260	LF	1" water service connection (Blue ADS PolyFlex) @ Seventy dollars and Zero cents per linear foot.	\$ 70.00	\$ 18,200.00
305	1	EA	Standard fire hydrant assembly @ Eighty Five Hundred dollars and Zero cents per each.	\$ 8,500.00	\$ 8,500.00
306	2950	LF	8" PVC SDR-35 sewer pipeline installed in existing trench line @ One Hundred Thirty Five dollars and Zero cents per linear foot.	\$ 135.00	\$ 398,250.00
307	1270	LF	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main) @ Eighty Seven dollars and Zero cents per linear foot.	\$ 87.00	\$ 110,490.00
308	8	EA	Demo and remove existing 4' sanitary sewer manhole @ One Thousand Fifty dollars and Zero cents for each.	\$ 1,050.00	\$ 8,400.00
309	10	EA	Install standard 5' diameter sanitary sewer manhole with 30" lid @ Thirteen Thousand Nine Hundred dollars and Zero cents for each.	\$ 13,900.00	\$ 139,000.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 3

Linda Dr/Willow Cir/Dorsey St

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
310	10215	SY	Pulverize existing pavement, reshape and cement stabilize 8" subgrade @ Ten dollars and Seventy Five cents per square yard.	\$ 10.75	\$ 109,811.25
311	153	Tons	Cement at 30 lbs per square yard @ Three Hundred Sixty dollars and Zero cents per ton.	\$ 360.00	\$ 55,080.00
312	10215	SY	2" HMAC Type "D" pavement @ Twelve dollars and Forty cents per square yard.	\$ 12.40	\$ 126,666.00
313	10215	SY	5" HMAC Type "B" pavement @ Twenty Nine dollars and Twenty Five cents per square yard.	\$ 29.25	\$ 298,788.75
TOTAL AMOUNT BID UNIT 3:				\$	1,439,866.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 4

SW Hillside Dr

MUST BE COMPLETED BETWEEN MAY 30, 2024 AND AUGUST 14,2024

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
401	1310	LF	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (open cut install in existing trench line) (includes thrust blocking, Megalug restraints, and temporary trench patch)@ One Hundred Forty Eight dollars and Zero cents per linear foot.	\$ 148.00	\$ 193,880.00
402	8	EA	Standard water line connection @ Forty Nine Hundred dollars and Zero cents per each.	\$ 4,900.00	\$ 39,200.00
403	8	EA	8" Gate Valves @ Thirty Two Hundred dollars and Zero cents per each.	\$ 3,200.00	\$ 25,600.00
404	325	LF	1" water service connection (Blue ADS PolyFlex) @ Seventy dollars and Zero cents per linear foot.	\$ 70.00	\$ 22,750.00
405	2	EA	Standard fire hydrant assembly @ Eighty Seven Hundred dollars and Zero cents per each.	\$ 8,700.00	\$ 17,400.00
406	510	LF	8" PVC SDR-35 sewer pipeline installed in existing trench line @ One Hundred Thirty Five dollars and Zero cents per linear foot.	\$ 135.00	\$ 68,850.00
407	65	LF	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main) @ Eighty Five dollars and Zero cents per linear foot.	\$ 85.00	\$ 5,525.00
408	4	EA	Demo and remove existing 4' sanitary sewer manhole @ One Thousand Fifty dollars and Zero cents for each.	\$ 1,050.00	\$ 4,200.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23

PROPOSAL SCHEDULE

UNIT 4

SW Hillside Dr

MUST BE COMPLETED BETWEEN MAY 30, 2024 AND AUGUST 14,2024

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
409	5	EA	Install standard 5' diameter sanitary sewer manhole with 30" lid @ Thirteen Thousand Eight Hundred dollars and Zero cents for each.	\$ 13,800.00	\$ 69,000.00
410	5165	SY	Pulverize existing pavement, reshape and cement stabilize 8" subgrade @ Ten dollars and Zero cents per square yard.	\$ 10.00	\$ 51,650.00
411	78	Tons	Cement at 30 lbs per square yard @ Three Hundred Sixty dollars and Zero cents per ton.	\$ 360.00	\$ 28,080.00
412	5165	SY	2" HMAC Type "D" pavement @ Thirteen dollars and Zero cents per square yard.	\$ 13.00	\$ 67,145.00
413	5165	SY	5" HMAC Type "B" pavement @ Twenty Nine dollars and Twenty Five cents per square yard.	\$ 29.25	\$ 151,076.25
414	36	LF	24" striping (School Zone Start) @ Fifteen dollars and Fifty cents per linear foot.	\$ 15.50	\$ 558.00
415	358	LF	12" striping (Crosswalk/Stop Bar) @ Eight dollars and Zero cents per linear foot.	\$ 8.00	\$ 2,864.00
416	1316	LF	4" striping (Parking) @ One dollars and Sixty cents per linear foot.	\$ 1.60	\$ 2,105.60
417	2	EA	Striping (Turn Arrow) @ Two Hundred Seventy dollars and Zero cents per each.	\$ 270.00	\$ 540.00

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23
 PROPOSAL SCHEDULE
 UNIT 4
 SW Hillside Dr

MUST BE COMPLETED BETWEEN MAY 30, 2024 AND AUGUST 14,2024

Item	Quantity	UNIT	Item Description Total Unit Price Typed or Written in Words	Unit Price	Total
418	2	EA	Striping (ONLY) @ Two Hundred Ninety Five dollars and Zero cents per each.	\$ 295.00	\$ 590.00
TOTAL AMOUNT BID UNIT 4:				\$	751,013.85

Neighborhood Street Reconstruction with Water and Sewer Rehabilitation FY23
PROPOSAL SCHEDULE

BID SUMMARY

TOTAL AMOUNT BID UNIT 1:
GENERAL ITEMS

\$ 514,675.00

TOTAL AMOUNT BID UNIT 2:
Browncrest Rd/Deniese Dr/Paula Ter

\$ 512,590.00

TOTAL AMOUNT BID UNIT 3:
Linda Dr/Willow Cir/Dorsey St

\$ 1,439,866.00

TOTAL AMOUNT BID UNIT 4:
SW Hillside Dr

\$ 751,038.85

TOTAL AMOUNT BID:
Units 1 - 4

\$ 3,218,144.85

investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may over lap at Contractors discretion). TOTAL DAYS: 280

BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.

8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sized and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
10. BIDDER acknowledges that the OWNER reserves the right to delete any portion of this project, as it may deem necessary to stay within the

OWNER's available funds. Should the OWNER elect to delete any portion, the contract quantities will be adjusted accordingly.

11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the OWNER reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the OWNER's available funds.
12. BIDDER accepts the provisions as to liquidated damages per the below schedule in the event of failure to complete the work on time.

Liquidated Damages Schedule

<u>Construction Contract Value</u>	<u>Liquidated Damages (per day)</u>
Less than \$100,000	\$240
Between \$100,000 and \$1,000,000	\$500
Greater than \$1,000,000	\$1,000

13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

Reliable Paving, Inc.
Company

By Charles Long
(Please Print)

C.E.O.
Title

1903 Payco Drive N.
Address

Arlington TX 76001
City State Zip

(Seal if corporation)

Submitted by Reliable Paving, Inc

An Individual
A Corporation
A Partnership

Doing Business as N/A

(Complete A or B below, as applicable)

- A. The principal place of business of our company is in the State of _____.
Non-resident bidders in the State of _____, our principal place of business, are required to be _____% lower than resident bidders by State Law.
A copy of statute is attached.
- B. The principal place of business of our company or our parent company or majority owner is in the state of Texas.

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 849,666.00

ALL OTHER CHARGES: \$ 2,368,528.85

*TOTAL: \$ 3,218,194.85

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: THIS PAGE MAY REMAIN BLANK FOR THE INITIAL SUBMITTAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.