

SECTION 6

PROPOSAL

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

For: Hidden Creek Pkwy. and Garden Blvd. Traffic Signal Project
Project No. TR2303

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 **Hidden Creek Pkwy. and Gardens Blvd. Traffic Signal Project**, OWNER Project No. **TR2303**, 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.

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit	Numeric Unit Price	Total Cost
Success: All values provided	Bid	#0-1	REMOVING CONC (MEDIANS)	2	SY	\$ 271.25	\$ 542.50
Success: All values provided	Bid	#0-2	REMOVING CONC (SIDEWALKS)	2	SY	\$ 381.56	\$ 763.12
Success: All values provided	Bid	#0-3	DRILL SHAFT (TRF SIG POLE) (30 IN)	12	LF	\$ 402.81	\$ 4,833.72
Success: All values provided	Bid	#0-4	DRILL SHAFT (TRF SIG POLE) (36 IN)	42	LF	\$ 460.54	\$ 19,342.68
Success: All values provided	Bid	#0-5	MOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
Success: All values provided	Bid	#0-6	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	\$ 17,243.75	\$ 17,243.75
Success: All values provided	Bid	#0-7	CONC SIDEWALKS (5")	3	SY	\$ 398.12	\$ 1,194.36
Success: All values provided	Bid	#0-8	CURB RAMPS (TY 1)	7	EA	\$ 3,594.20	\$ 25,159.40
Success: All values provided	Bid	#0-9	CONCRETE MEDIAN (NOSE)	2	SY	\$ 885.00	\$ 1,770.00
Success: All values provided	Bid	#0-10	CONDT (PVC) (SCH 80) (2")	200	LF	\$ 31.36	\$ 6,272.00
Success: All values provided	Bid	#0-11	CONDT (PVC) (SCH 80) (3")	130	LF	\$ 38.09	\$ 4,951.70
Success: All values provided	Bid	#0-12	CONDT (PVC) (SCH 80) (4")	40	LF	\$ 45.19	\$ 1,807.60
Success: All values provided	Bid	#0-13	CONDT (PVC) (SCH 80) (4") (BORE)	560	LF	\$ 52.38	\$ 29,332.80
Success: All values provided	Bid	#0-14	CONDT (RM) (2")	30	LF	\$ 53.65	\$ 1,609.50
Success: All values provided	Bid	#0-15	ELEC CONDR (NO.12) INSULATED	1044	LF	\$ 1.72	\$ 1,795.68
Success: All values provided	Bid	#0-16	ELEC CONDR (NO.8) INSULATED	2050	LF	\$ 3.25	\$ 6,662.50
Success: All values provided	Bid	#0-17	ELEC CONDR (NO.6) BARE	810	LF	\$ 2.69	\$ 2,178.90
Success: All values provided	Bid	#0-18	ELEC CONDR (NO.4) BARE	25	LF	\$ 4.83	\$ 120.75
Success: All values provided	Bid	#0-19	ELEC CONDR (NO.4) INSULATED	50	LF	\$ 5.60	\$ 280.00
Success: All values provided	Bid	#0-20	GROUND BOX TY C (162911)W/APRON	4	EA	\$ 2,515.00	\$ 10,060.00
Success: All values provided	Bid	#0-21	ELC SRV TY D 120/240 100(NS)AL(E)PS(U)	1	EA	\$ 9,150.00	\$ 9,150.00
Success: All values provided	Bid	#0-22	RELOCATE SM RD SN SUP&AM TY 10BWG	1	EA	\$ 1,351.25	\$ 1,351.25
Success: All values provided	Bid	#0-23	REMOVE SM RD SN SUP&AM	1	EA	\$ 362.50	\$ 362.50
Success: All values provided	Bid	#0-24	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	569	LF	\$ 3.58	\$ 2,037.02
Success: All values provided	Bid	#0-25	REFL PAV MRK TY I (W)(ARROW)(100MIL)	2	EA	\$ 11.11	\$ 22.22

Success: All values provided	Bid	#0-26	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	1	EA	\$ 300.00	\$ 300.00
Success: All values provided	Bid	#0-27	REFL PAV MRK TY I (W)(WORD)(100MIL)	3	EA	\$ 300.00	\$ 900.00
Success: All values provided	Bid	#0-28	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	100	LF	\$ 3.42	\$ 342.00
Success: All values provided	Bid	#0-29	ELIM EXT PAV MRK & MRKS (4")	35	LF	\$ 2.55	\$ 89.25
Success: All values provided	Bid	#0-30	ELIM EXT PAV MRK & MRKS (8")	30	LF	\$ 3.31	\$ 99.30
Success: All values provided	Bid	#0-31	ELIM EXT PAV MRK & MRKS (24")	30	LF	\$ 8.26	\$ 247.80
Success: All values provided	Bid	#0-32	ELIM EXT PAV MRK & MRKS (ARROW)	4	EA	\$ 141.75	\$ 567.00
Success: All values provided	Bid	#0-33	ELIM EXT PAV MRK & MRKS (WORD)	3	EA	\$ 166.88	\$ 500.64
Success: All values provided	Bid	#0-34	INSTALL HWY TRF SIG (SYSTEM)	1	EA	\$ 42,437.50	\$ 42,437.50
Success: All values provided	Bid	#0-35	VEH SIG SEC (12")LED(GRN)	9	EA	\$ 400.00	\$ 3,600.00
Success: All values provided	Bid	#0-36	VEH SIG SEC (12")LED(GRN ARW)	2	EA	\$ 400.00	\$ 800.00
Success: All values provided	Bid	#0-37	VEH SIG SEC (12")LED(YEL)	9	EA	\$ 400.00	\$ 3,600.00
Success: All values provided	Bid	#0-38	VEH SIG SEC (12")LED(YEL ARW)	4	EA	\$ 400.00	\$ 1,600.00
Success: All values provided	Bid	#0-39	VEH SIG SEC (12")LED(RED)	9	EA	\$ 400.00	\$ 3,600.00
Success: All values provided	Bid	#0-40	VEH SIG SEC (12")LED(RED ARW)	2	EA	\$ 400.00	\$ 800.00
Success: All values provided	Bid	#0-41	PED SIG SEC (LED)(COUNTDOWN)	8	EA	\$ 520.00	\$ 4,160.00
Success: All values provided	Bid	#0-42	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	9	EA	\$ 244.38	\$ 2,199.42
Success: All values provided	Bid	#0-43	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	2	EA	\$ 311.25	\$ 622.50
Success: All values provided	Bid	#0-44	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	1595	LF	\$ 3.60	\$ 5,742.00
Success: All values provided	Bid	#0-45	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	388	LF	\$ 5.68	\$ 2,203.84
Success: All values provided	Bid	#0-46	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	136	LF	\$ 6.10	\$ 829.60
Success: All values provided	Bid	#0-47	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	695	LF	\$ 6.78	\$ 4,712.10
Success: All values provided	Bid	#0-48	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	780	LF	\$ 7.50	\$ 5,850.00
Success: All values provided	Bid	#0-49	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	\$ 13,500.00	\$ 13,500.00
Success: All values provided	Bid	#0-50	INS TRF SIG PL AM(S)1 ARM(48')	2	EA	\$ 17,756.25	\$ 35,512.50
Success: All values provided	Bid	#0-51	INS TRF SIG PL AM(S)1 ARM(48')LUM	1	EA	\$ 20,075.00	\$ 20,075.00
Success: All values provided	Bid	#0-52	PED POLE ASSEMBLY	4	EA	\$ 3,200.00	\$ 12,800.00
Success: All values provided	Bid	#0-53	PEDESTRIAN PUSH BUTTON POLE	1	EA	\$ 1,800.00	\$ 1,800.00

Success: All values provided	Bid	#0-54	PED DETECT PUSH BUTTON (APS)	8	EA	\$ 1,725.00	\$ 13,800.00	
Success: All values provided	Bid	#0-55	PED DETECTOR CONTROLLER UNIT	1	EA	\$ 4,500.00	\$ 4,500.00	
Success: All values provided	Bid	#0-56	REMOVAL OF PEDESTRIAN RAMPS	3	EA	\$ 550.00	\$ 1,650.00	
Success: All values provided	Bid	#0-57	ITS COM CBL (ETHERNET)	55	LF	\$ 12.23	\$ 672.65	
Success: All values provided	Bid	#0-58	COAXIAL CABLE	1116	LF	\$ 6.25	\$ 6,975.00	
Success: All values provided	Bid	#0-59	BBU SYSTEM (EXTERNAL BATT CABINET)*	1	EA	\$ 0.00	\$ 0.00	
Success: All values provided	Bid	#0-60	VIDEO IMAGING AND RADAR DETECTOR**	4	EA	\$ 1,250.00	\$ 5,000.00	
Success: All values provided	Bid	#0-61	ILSN (LED) (6S)	4	EA	\$ 3,111.00	\$ 12,444.00	
Success: All values provided	Bid	#0-62	PREEMPTION OPTICOM SYSTEM**	2	EA	\$ 1,329.00	\$ 2,658.00	
Success: All values provided	Bid	#0-63	PREEMPTION CABLE	280	LF	\$ 3.96	\$ 1,108.80	
Success: All values provided	Bid	#0-64	SIEMENS M60 CONTROLLER* **	1	EA	\$ 0.00	\$ 0.00	
Success: All values provided	Bid	#0-65	NEMA TS2 CABINET* **	1	EA	\$ 0.00	\$ 0.00	
Success: All values provided	Bid	#0-66	AXIS PTZ CAMERA**	1	EA	\$ 0.00	\$ 0.00	
Success: All values provided	Bid	#0-67	CITY STANDARD DAVIT POLE FOUNDATION (P27-B, DETAIL 1)	1	EA	\$ 1,259.38	\$ 1,259.38	
Success: All values provided	Bid	#0-68	CITY STANDARD DAVIT POLE (P27-B, DETAIL 5)	1	EA	\$ 4,268.75	\$ 4,268.75	
Success: All values provided	Bid	#0-69	HOLOPHANE COBRA HEAD LED LUMINAIRE (OR EQUIVALENT)	3	EA	\$ 524.17	\$ 1,572.51	
Basket Total							\$ 404,243.49	
Grand Total							\$ 404,243.49	

Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 120 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond for _____ (\$_____) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,

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: 120

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

American Lighting and Signalization, LLC
Company

By Floyd Russell
(Please Print)

Regional Manager
Title

642 US HWY 80 E,
Address

SUNNYVALE TX 75182
City State Zip

(Seal if corporation)

Submitted by



An Individual
A Corporation
A Partnership

Doing Business as

American Lighting & Signalization, LLC

(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: \$ 175,685.90
ALL OTHER CHARGES: \$ 228,557.59
*TOTAL: \$ 404,243.49

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.

Section 6A

Anticipated Subcontractor List

Please list subcontractors anticipated to complete work on the project below and their scope of work.
This list is not a final vendor list. Substitutions, additions, and modifications will be allowed with written coordination and agreement by Owner.

Vendor Name	Scope of Work
ex. Water Line Contractors, LLC ex. Irrigation Specialities, LLC	ex. Water and sewer utilities ex. Irrigation
TBD	TBD

SECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. TR2303

This Contract, made and entered into this 23RD day of April, 2024, 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:

Hidden Creek Pkwy. and Gardens Blvd. Traffic Signal Project

City of Burleson Project No. TR2303

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 120 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.

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 Alexandria Swindle
Signature

American Lighting's Signification, LLC
Company Name

Alexandria Swindle
Typed/Printed Name

59-2554039
Tax Identification Number:

Office manager
Title

By F. Russell
Signature

1042 US Hwy 80 E
Address

Floyd Russell
Printed or Typed Name

Sunnyvale TX 75182
City State Zip

Regional Manager
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Tommy Ludwig
City Manager