

SECTION 6

PROPOSAL

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

For: 2023 Water and Wastewater Rehabilitation Project
Project No. WW2390

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 **2023 Water and Wastewater Rehabilitation Project, OWNER Project No. WW2390**, 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.

AM 0423C BURLESON - ITB 2024-013; 2023 Water & Wastewater Rehabilitation

ADD INFO: Project; PROJ #WW2390

ESTIMATE: ADDENDUM:

PREBID: 03/27/2024 3 PM ZOOM MEETING

BID DATE: 04/23/2024 2 PM TO OWNER

ARCH/ENG: CITY OF BURLESON, PUBLIC WRKS, 141 W RENFRO, BURLESON, TX 76028
817 426-9621, ATTN: LANCE BARTON, PE; lbarton@burlesontx.com

OWNER1: CITY OF BURLESON, PURCH DEPT, 141 W RENFRO ST, BURLESON 76028

OWNER2: 817 426-9646, ANDREA ANDERSON; aanderson@burlesontx.com

PLANS: DOWNLOAD N/C @ <https://burlesontx.bonfirehub.com/opportunities/127365>

NOTES1: 5% BID BOND *SPECS ONLY. SCANNED ON LINE

NOTES2:

				Days	Labor	Material	Pipe	Sub	Units	Bid units	Total
----- UNIT 1, GENERAL ITEMS -----											
101	Mobilization, bonds, insurance	LS	1	5	26,000				32,500.00	32,500.0	32,500.00
102	Temporary above ground water system for use during waterline construction including service lines	LF	3000	5	26,000			100000	52.50	53.0	159,000.00
104	Grass sod	SY	3000		-			25800	10.75	10.0	30,000.00
105	Design and implement traffic control plan	LS	1		-			42000	52,500.00	52,500.0	52,500.00
106	Design and implement SWPPP	LS	1		-			6000	7,500.00	7,500.0	7,500.00
107	Rock for trench stabilization/bad weather access	TON	100	0.25	1,300	3100			55.00	55.0	5,500.00
108	Design and implement trench safety plan	LS	1		-				-	20,000.0	20,000.00
109	HMAC cold mix for pavement repair as directed by the engineer	TON	100		-			20000	250.00	250.0	25,000.00
110	Pre-Construction Video Tape of Project Limits	LS	1	1	5,200				6,500.00	6,500.0	6,500.00
111	Hydromulch	SY	1000		-			5000	6.25	6.3	6,300.00
112	Irrigation Repair (as approved by engineer) \$20,000.	LS	1		-				-	20,000.0	20,000.00
											364,800.00
----- UNIT 2, NE MICHAEL DR -----											
201	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)	LF	750	6.25	32,500	1800	15285		82.64	83.0	62,250.00
202	Standard water line connection	EA	2	2	10,400	640	1694		7,958.75	7,959.0	15,918.00
203	8" Gate Valves	EA	2	0.1	520	500	3805		3,015.63	3,016.0	6,032.00
204	1" water service connection	LF	200	2.65	13,780	320	5768		124.18	109.0	21,800.00
205	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	570	5.7	29,640	3151	5517		84.01	84.0	47,880.00
206	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main)	LF	305	3.05	15,860	410	1986		74.82	75.0	22,875.00
207	Demo and remove existing 4' sanitary sewer manhole	EA	1	0.1	520				650.00	650.0	650.00
208	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	2	1	5,200	620	10258		10,048.75	10,049.0	20,098.00
209	Pulverize existing pavement, reshape and cement stabilize	SY	2100		-			41622	24.78	25.0	52,500.00

	8" subgrade											
210	Cement at 30 lbs	TON	32					8000	312.50	312.0		9,984.00
211	2" HMA Type "D" pavement	SY	2100					31542	18.78	19.0		39,900.00
212	5" HMA Type "B" pavement	SY	2100					70896	42.20	43.0		90,300.00
213	Concrete Driveway Repair	SY	20					3240	202.50	202.0		4,040.00
214	Concrete Valley Gutter	SF	75					1350	22.50	23.0		1,725.00
												395,952.00
	----- UNIT 3, ANN LOIS, MURPHY RD., RAND DR -----											
301	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)	LF	1500	12.5	65,000	3600	30206		82.34	83.0		124,500.00
302	Standard water line connection	EA	5	5	26,000	1600	4235		7,958.75	7,959.0		39,795.00
303	1" water service connection	LF	150	2	10,400	240	14189		206.91	109.0		16,350.00
304	4" water service connection	LF	100	2	10,400	60	2614		163.43	164.0		16,400.00
305	Standard fire hydrant assembly (60')	EA	1	0.25	1,300	60	4446		7,257.50	7,258.0		7,258.00
306	8" Gate Valves	EA	6	0.3	1,560	1500	11414		3,015.42	3,016.0		18,096.00
307	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	2500	25	130,000	13825	24083		83.95	84.0		210,000.00
308	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line	LF	1300	13	67,600	1755	7192		73.60	74.0		96,200.00
309	Demo and remove existing 4' sanitary sewer manhole	EA	7	0.7	3,640				650.00	650.0		4,550.00
310	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	8	4	20,800	2480	41032		10,048.75	10,049.0		80,392.00
311	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	10050					199191	24.78	25.0		251,250.00
312	Cement at 30 lbs	TON	151					37750	312.50	312.0		47,112.00
313	2" HMA Type "D" pavement	SY	10050					150951	18.78	19.0		190,950.00
314	5" HMA Type "B" pavement	SY	10050					339288	42.20	43.0		432,150.00
315	Install bi-directional curb ramps	EA	6					28800	6,000.00	6,000.0		36,000.00
316	Install single directional curb ramps	EA	3					12600	5,250.00	5,250.0		15,750.00
317	Concrete sidewalk and driveway repair	SY	200					32400	202.50	202.0		40,400.00
318	Concrete valley gutter	SF	125					2250	22.50	22.0		2,750.00
												1,629,903.00
	----- UNIT 4M, CHISHOLM CT., CHISHOLM RD., AND RAND DR ----											
401	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (install in street min. 9' from sewer abandon existing waterline in place) (includes thrust blocking, Megalug restraints, and temporary trench patch)	LF	3100	25.8	134,160	7440	62284		82.21	83.0		257,300.00
402	Standard water line connection	EA	5	5	26,000	1600	5891		8,372.75	8,373.0		41,865.00
403	1" water service connection	LF	1100	14.7	76,180	1700	15092		105.65	109.0		119,900.00
404	8" Gate Valves	EA	9	0.6	3,120	1450	17121		3,012.64	3,016.0		27,144.00
405	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	4950	49.5	257,400	27373	47306		83.86	84.0		415,800.00
406	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line	LF	1750	17.5	91,000	2362	9186		73.25	74.0		129,500.00

407	Demo and remove existing 4' sanitary sewer manhole	EA	6 0.6	3,120				650.00	650.0	3,900.00
408	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	7 3.5	18,200	2170	35903		10,048.75	10,049.0	70,343.00
410	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	9400	-			186308	24.78	25.0	235,000.00
411	Cement at 30 lbs	TON	141	-			35250	312.50	312.0	43,992.00
412	2" HMAC Type "D" pavement	SY	9400	-			141188	18.78	19.0	178,600.00
413	5" HMAC Type "B" pavement	SY	9400	-			317344	42.20	43.0	404,200.00
414	Concrete sidewalk and driveway repair	SY	100	-			16200	202.50	202.0	20,200.00
415	Concrete valley gutter	SF	200	-			3600	22.50	22.0	4,400.00
416	Install single direction curb ramps	EA	2	-			8400	5,250.00	5,250.0	10,500.00
417	Standard fire hydrant assembly (60')	EA	1 0.5	2,600	120	8892		14,515.00	7,258.0	7,258.00
										1,969,902.00
	----- UNIT 5, TIMBER RIDGE DR., TIMBER RIDGE CT., FOREST CT									
501	Mill existing pavement and overlay with 2" Type D HMAC	SY	7449	-			151959	25.50	25.0	186,225.00
502	Cement at 30 lbs for subgrade stabilization as directed (Note: this pay item assumes approximately 25% of the subgrade may need stabilization)	TON	28	-			7000	312.50	312.0	8,736.00
503	Concrete Valley Gutter	SF	200	-			3600	22.50	23.0	4,600.00
504	Remove and Replace Existing Curb and Gutter	LF	200	-			10000	62.50	63.0	12,600.00
505	Pulverize existing pavement, reshape and cement stabilize	SY	1853	-			36925	24.91	25.0	46,325.00
										258,486.00
	----- UNIT 6, SHORT ST -----									
601	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (install in street min. 9' from sewer abandon existing waterline in place) (includes thrust blocking, Megalug restraints, and temporary trench patch)	LF	240 2	10,400	570	4805		82.16	83.0	19,920.00
602	Standard water line connection	EA	2 2	10,400	640	2356		8,372.50	8,373.0	16,746.00
603	8" Gate Valves	EA	2 0.13	676	345	3805		3,016.25	3,016.0	6,032.00
604	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	290 2.9	15,080	1604	2790		83.94	84.0	24,360.00
605	Demo and remove existing 4' sanitary sewer manhole	EA	1 0.1	520				650.00	650.0	650.00
606	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	1 0.5	2,600	310	5129		10,048.75	10,049.0	10,049.00
607	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	693	-			13735	24.77	25.0	17,325.00
608	Cement at 30 lbs	TON	11	-			2750	312.50	312.0	3,432.00
609	2" HMAC Type "D" pavement	SY	693	-			10408	18.77	19.0	13,167.00
610	5" HMAC Type "B" pavement	SY	693	-			23395	42.20	43.0	29,799.00
611	Concrete valley gutter	SF	200	-			3600	22.50	22.0	4,400.00
										145,880.00
	----- UNIT 7, NW BARBARA LN -----									
701	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	LF	2265 18.9	98,280	5436	45817		82.52	83.0	187,995.00

	temporary trench patch)										
702	Standard water line connection	EA	4	4	20,800	1280	4713		8,372.81	8,373.0	33,492.00
703	8" Gate Valves	EA	5	0.33	1,716	835	9512		3,015.75	3,016.0	15,080.00
704	1" water service connection	LF	1190	15.9	82,680	1607	19277		108.79	109.0	129,710.00
705	Standard fire hydrant assembly	EA	3	0.75	3,900	180	16427		8,544.58	7,258.0	21,774.00
706	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	2393	23.9	124,280	13233	22890		83.79	84.0	201,012.00
707	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main)	LF	1692	16.9	87,880	2284	9495		73.63	74.0	125,208.00
708	Demo and remove existing 4' sanitary sewer manhole	EA	5	0.5	2,600				650.00	650.0	3,250.00
709	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	5	2.5	13,000	1550	25645		10,048.75	10,049.0	50,245.00
710	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	6960		-		137947		24.77	25.0	174,000.00
711	Cement at 30 lbs	TON	105		-		26250		312.50	312.0	32,760.00
712	2" HMA Type "D" pavement	SY	6960		-		104539		18.77	19.0	132,240.00
713	5" HMA Type "B" pavement	SY	6960		-		234969		42.20	43.0	299,280.00
714	Concrete Driveway Repair	SY	20		-		3240		202.50	203.0	4,060.00
715	Concrete Valley Gutter	SF	150		-		2700		22.50	23.0	3,450.00
716	Design and implement traffic control plan for crossing Alsbury Blvd.	LS	1		-		5000		6,250.00	6,250.0	6,250.00
717	Permanent concrete pavement trench line repair for Alsbury Blvd. crossing	LF	100		-		25000		312.50	313.0	31,300.00
											1,451,106.00
	----- UNIT 8, NE JAMES CIRCLE -----										
801	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)	LF	613	5.1	26,520	1471	12463		82.49	83.0	50,879.00
802	Standard water line connection	EA	2	2	10,400	640	2356		8,372.50	8,373.0	16,746.00
803	8" Gate Valves	EA	2	0.13	676	345	3805		3,016.25	3,016.0	6,032.00
804	1" water service connection	LF	440	5.88	30,576	595	8155		111.72	109.0	47,960.00
805	Standard fire hydrant assembly	EA	1	0.25	1,300	60	5505		8,581.25	7,258.0	7,258.00
806	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	720	7.2	37,440	3982	6960		84.00	84.0	60,480.00
807	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main)	LF	400	4	20,800	540	3096		76.36	74.0	29,600.00
808	Demo and remove existing 4' sanitary sewer manhole	EA	3	0.3	1,560				650.00	650.0	1,950.00
809	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	3	1.5	7,800	930	15387		10,048.75	10,049.0	30,147.00
810	Mill existing pavement and overlay with 2" Type D HMA	SY	1570		-		32028		25.50	25.0	39,250.00
811	Cement at 30 lbs for subgrade stabilization as directed (Note: this pay item assumes approximately 25% of the subgrade may need stabilization)	TON	30		-		7500		312.50	312.0	9,360.00
812	Pulverize existing pavement, reshape and cement stabilize	SY	1978		-		39203		24.77	25.0	49,450.00

813	2" HMAC Type D pavement	SY	1978					29709	18.77	19.0	37,582.00
814	5" HMAC Type B pavement	SY	1978					66777	42.20	43.0	85,054.00
											471,748.00
	UNIT 9, NW MCNAUL RD										
901	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	6960					127947	24.77	25.0	174,000.00
902	Cement at 30 lbs	TON	105					26250	312.50	312.0	32,760.00
903	2" HMAC Type "D" pavement	SY	6960					104539	18.77	19.0	132,240.00
904	5" HMAC Type "B" pavement	SY	6960					234969	42.20	43.0	299,280.00
905	Hydromulch	SY	1500					7500	6.25	7.0	10,500.00
											648,780.00
	----- UNIT 10, SW JOHNSON AVE, SEWER -----										
1001	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	242	2.42	12,584	1338	2399		84.30	84.0	20,328.00
1002	8" (C-900 PVC PRESSURE PIPE) sewer pipeline by oc across SW Johnson Ave. compact trench line complete w/6" flowable fill cap & 7" asphalt patch 6' wide	LF	50	0.5	2,600	3002	816		160.45	161.0	8,050.00
1003	4" PVC SDR-35 sewer lateral pipeline inst in exist trench line (NOTE: all exist sew laterals to be replaced along with sewer main)@	LF	50	0.5	2,600	277	345		80.55	81.0	4,050.00
1004	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	2	1	5,200	620	10258		10,048.75	10,049.0	20,098.00
1005	Concrete Driveway Repair	SY	50		-			8100	202.50	202.0	10,100.00
1006	Concrete Valley Gutter	SF	75		-			1350	22.50	22.0	1,650.00
											64,276.00
				337							
											7,400,833.00

* Revised Total w/ removing unit 9. \$6,752,053

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 300 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 _____ (\$_____5%) 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: 300

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

Company

By _____
(Please Print)

Title

Address

City State Zip

(Seal if corporation)

Submitted by _____

An Individual
A Corporation
A Partnership

Doing Business as _____

(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: \$ _____

ALL OTHER CHARGES: \$ _____

*TOTAL: \$ _____

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 SUBMITAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.

SECTION 7

STATE OF TEXAS §

Contract

COUNTY OF JOHNSON §

PROJECT NO. WW2390

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:

2023 Water and Wastewater Rehabilitation Project

City of Burleson Project No. WW2390

(Excluding Bid Unit 9)

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 same within 300 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 _____
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