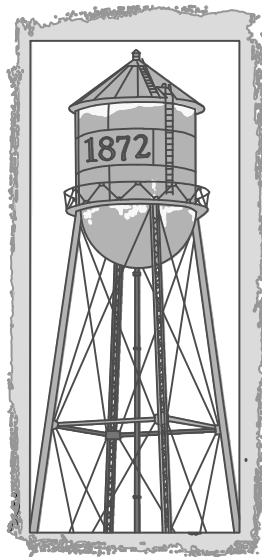


CONTRACT DOCUMENTS
AND SPECIFICATIONS

FY2021 CAPITAL METRO PAVING IMPROVMENTS



CITY OF
MANOR

EST. ★ 1872

TEXAS

CITY OF MANOR, TEXAS
Travis County, Texas

FEBRUARY 2022

GBA

GBA JOB NO. : 15125.00

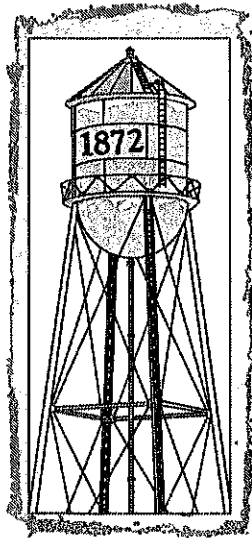
Jaeco
JAY ENGINEERING, A DIVISION OF GBA

Jay Engineering Company
A Division of GBA
P.O. Box 2029
Leander, Texas 78646-2029
Tel. (512) 259-3882

Texas Registered Engineering Firm F-4242

CONTRACT DOCUMENTS
AND SPECIFICATIONS

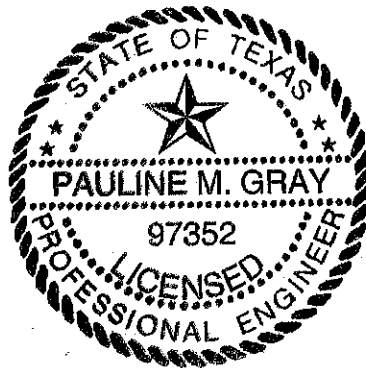
FY2021 CAPITAL METRO PAVING IMPROVMENTS



CITY OF
MANOR

EST.  1872

TEXAS



Pauline M. Gray
2/22/2022

CITY OF MANOR, TEXAS
Travis County, Texas

FEBRUARY 2022

GBA

GBA JOB NO. : 15125.00

Jaeco

Jay Engineering Company
A Division of GBA
P.O. Box 2029
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Tel. (512) 259-3882

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Forsythe Brothers Infrastructure, llc
Manor, TX United States

Certificate Number:
2022-861094

Date Filed:
03/15/2022

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2022-04
fy2021 capital metro paving improvements

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
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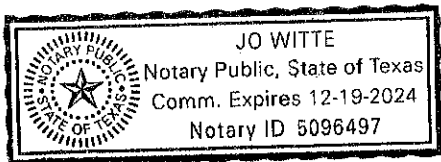
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Burt M, and my date of birth is 3/12/70
My address is 13816 Terrel Tree, manor TX, 78633 USA
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 15th day of March, 2022.
(month) (year)



Jo Witte
Signature of authorized agent of contracting business entity
(Declarant)

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CITY OF MANOR, TEXAS INVITATION TO BID

The City of Manor, Texas hereby invites the submission of sealed bids for the FY2021 CAPITAL METRO PAVING IMPROVEMENTS. This project consists of level up, milling, HMAC overlay, subgrade preparation, flexible base, pavement marker installation, stop bar installation, traffic control, and other appurtenant work.

Sealed bids will be received at Manor City Hall, 105 East Eggleston Street, Manor, Texas until 10:00 A.M. on Tuesday, March 15, 2022. At such time and place, bids will be publicly opened and read aloud.

Bids shall be clearly identified on the lower-left corner of the envelope with "FY2021 CAPITAL METRO PAVING IMPROVEMENTS PROJECT." Bids received after the named closing date and time will be returned unopened.

Construction plans, bid documents, questions, and addendum will be processed through CIVCAST. Email: pgray@gbateam.com or contact Pauline M. Gray, P.E. at (512) 259-3882 option 4 with any questions.

A 5% Bid Bond, 100% Performance and Payment Bonds, and Insurance requirements are required. Bidders shall comply with all bid requirements and specifications as defined by Jay Engineering Company, Inc.

The City of Manor reserves the right to reject any or all bids, and to waive any and all technicalities or formalities.

INSTRUCTIONS TO BIDDERS

SEALED PROPOSALS addressed to the CITY OF MANOR (hereinafter named the "Owner") for completion of the FY2021 CAPITAL METRO PAVING IMPROVEMENTS ("Project") will be received at Manor City Hall, until 10:00 AM, Tuesday, March 15, 2022, and then be publicly opened and read aloud at that time and place.

The Owner may not accept this bid until it has received from the bidder a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC will result in a non-conforming bid and will prohibit the Owner from considering this bid for acceptance.

Envelopes containing sealed proposals shall be clearly marked on the outside with the name and address of the bidder and the words:

FY2021 CAPITAL METRO PAVING IMPROVEMENTS
CITY OF MANOR, TEXAS
TO BE OPENED AT 10:00 AM, TUESDAY, MARCH 15, 2022

The Contractor's Proposal form, provided separately, contains spaces which to enter prices, or a computer-generated form, for BASE BID AND ALTERNATE BID Items. Bidders must enter a price for all Items. Award of a construction contract will be based on the most favorable combination of BASE BID AND ALTERNATIVE BID prices. The BASE BID will be the minimum amount of work awarded if a contract is awarded.

Each proposal shall be legibly printed in ink, or replaced with a computer-generated form, and attached to the Contractor's Proposal form provided. No alterations in proposals, or in the printed forms therefore, or erasures, interpolations, or otherwise will be acceptable unless signed or initialed by the bidder. No alteration in any proposal, or in the form on which it is submitted shall be made by any person after the proposal has been submitted by the bidder. Any and all addenda to the contract documents on which a proposal is based shall be acknowledged by the bidder's signature in the space provided on the proposal.

The bidder shall state all unit prices in written words, as well as in figures, and in case of a difference between written words and in figures, the written words shall be deemed correct.

1. PROPOSAL GUARANTEE: Each proposal shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable bid bond, in an amount not less than five percent (5%) of the total amount of the bid. The proposal guarantee shall be made payable without condition to Owner and the amount of the said proposal guarantee may be retained by the Owner as liquidated damages if the proposal covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed within ten (10) days after such award is made by the Owner.
2. WITHDRAWAL OF BID: No bidder may withdraw his proposal for a period of forty-five (45) days after the day of the bid opening. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by a written request signed in the same manner and by the same person who signed the proposal.

3. RETURN OF PROPOSAL GUARANTEE: The proposal guarantee of each unsuccessful bidder will be returned when his proposal is rejected. The proposal guarantee of the bidder to whom a contract is awarded will be returned when the successful bidder executes a contract and files a satisfactory bond. The proposal guarantee of the second lowest responsible bidder will be returned when the successful bidder executes a contract and files a satisfactory bond, which period shall not exceed forty-five (45) days from the day of the bid opening.
4. EXECUTION OF AGREEMENT: Bidders shall note the Agreement bound herein, and all provisions thereof. The successful bidder, upon notice of award of a contract for construction of the Project, will be required to execute the Agreement as bound herein.
5. ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or formalities in any bid. Bids received after the specified time of closing will be returned unopened.
6. SIGNATURE OF BIDDERS: Each bidder shall sign his proposal using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the word "President", "Secretary", "Agent", or other designation. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.
7. INTERPRETATION OF CONTRACT DOCUMENTS: If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of these specifications or other proposed contract documents he may submit to the Engineer (Jay Engineering Company, Inc., P.O. Box 1220, Leander, TX 78646) a written request for an interpretation thereof prior to 72 hours before the opening of bids. The person submitting the request will be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.
8. TIME FOR COMPLETION: The Contractor will be expected to start work upon issuance of a written work order by the Owner or Notice to Proceed by the Engineer and shall complete all work thereunder within the following times:

Base Bid – ONE-HUNDRED THIRTY (130) calendar days

Alternate Bid A -PARSONS - ADDITIONAL THIRTY (30) calendar days

Alternate Bid B – Caldwell and Alley behind Duett's – no additional days

See Special Conditions for sequencing of the work. The time allowed is deemed sufficient for completion of the work considering materials availability, weather, and the work scope, but if weather conditions prevent proper and safe prosecution of the work, additional time will be allowed if justified and documented. The contractor must demonstrate continuous progress in the work if the weather allows.

9. QUALIFICATIONS OF BIDDERS: Bidders that have not recently performed work for the Owner, or that otherwise have no local performance record, must be prepared to submit qualification data within

48 hours after the scheduled opening of bids. If requested, bidders must submit satisfactory evidence that they have practical knowledge of the particular work bid upon and that they have adequate plant, appropriate technical expertise, and the necessary financial resources to complete the proposed work. Specific submittal data shall include:

- a) A current financial statement.
- b) The name, address, and telephone of the bidder's surety.
- c) The name, address, and telephone of financial references, including banks and trade accounts. Bank and financial reference authorizations may be required.
- d) A complete listing of projects completed within the past two years and a complete listing of projects in progress. The listing shall include for each project the location, amount of contract, and the name, address, and telephone of the project owner and engineer.

Each bidder must thereby show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bid submitted by a bidder who is engaged in any work which would impair his ability to finance the work covered by such bid or to provide suitable equipment for its proper prosecution and completion will be accepted. Bidders are expected to inform themselves regarding all local and site conditions pertaining to the work they will be doing.

10. **TEC FORM 1295:** Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a bidder unless the bidder has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the Owner. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the Owner before the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is **CITY OF MANOR**; the contract ID number is **2022-04**, and the description of goods and services is **FY2021 CAPITAL METRO PAVING IMPROVEMENTS**. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.
11. **RULES AND REGULATIONS:** The bidder's attention is directed to the fact that all applicable Federal and State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed and services to be provided shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written herein.
12. **BONDS:** Coincident with the execution of the contract, the contractor shall furnish good and sufficient surety bond in the full amount of the contract sum, guaranteeing the faithful performance of all the covenants, stipulations and agreements of the contract, the payment of all bills and obligations arising from the execution of the contract, which bills or obligations might or will in any manner become a claim against the Owner, and guaranteeing the work included in this contract against faulty materials or workmanship for one (1) year after the date of completion of contract and acceptance by the Owner. All provisions of the bonds shall be complete and in full accordance with Statutory requirements. The bonds shall be executed with the proper sureties through a company licensed and qualified to operate in the State and approved by the Owner. Bonds shall be signed by an agent resident in State and date of bond shall be the date of execution of the contract. If at any time during the continuance of the contract the surety of the Contractor's bond becomes irresponsible, the Owner

shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof the contract may be suspended, and all payments or money due the Contractor withheld.

13. INSURANCE: The Contractor, and his subcontractors shall, when performing construction work under his supervision at the Project site, carry insurance as follows for the duration of such work:

- a) Statutory Workers Compensation.
- b) Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$500,000 for each person and \$1,000,000 for each occurrence including coverage on same for independent contractors.
- c) Property Damage Insurance with minimum limits of \$300,000 for each occurrence including same coverage limits for independent contractors.
- d) Automobile Liability Insurance for all owner, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$250,000 for each person and \$500,000 for each occurrence and Property Damage minimum limits of \$100,000 for each occurrence. Contractor shall require subcontractors to provide Automobile Insurance with same minimum limits.

Contractor shall not commence work at site under this contract until he has obtained all required insurance and until such insurance has been approved by the Owner. Certificates must be furnished within 72 hours of Notice of Award. The Contractor shall not allow any sub-contractors to commence work until all the insurance required has been obtained and approved. Approval of the insurance by the Owner and Engineer shall not relieve or decrease the liability of the Contractor hereunder.

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner.

The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until ten (10) days after the Owner has received written notice as evidenced by return receipts of registered or certified letter. Certificates of insurance shall contain transcripts from the proper office of the Insurer, evidencing in particular those operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

All liability policies carried under these contracts shall also include the CITY OF MANOR, TEXAS as an additional insured.

For insurance purposes, the title of ownership of equipment and materials shall remain with the Contractor until final acceptance.

14. BUILDERS RISK INSURANCE: The Contractor shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100% completed value basis on the insurable portions of the Project for the benefit of the Owner, the Contractor and all sub-contractors, as their interest may appear.

15. SALES TAX: The Contractor must possess an individual Texas Sales and Use Tax permit. The successful Contractor will be required to furnish a Separation of Costs document to the Owner. The Owner will then furnish an exemption certificate to the Contractor.

CONTRACTOR'S PROPOSAL

TO THE

CITY OF MANOR, TEXAS

FOR THE

FY2021 CAPITAL METRO PAVING IMPROVEMENTS

Date: March 15, _____, 2022

Proposal of Forsythe Brothers Infrastructure, LLC (hereinafter called "Bidder") a (proprietorship)(corporation) organized and doing business under the laws of the state of Texas to the City of Manor, Texas (hereinafter called "City" or "Owner"):

GENTLEMEN:

The Bidder, in compliance with your advertisement and Instructions to Bidders for construction of the – FY2021 CAPITAL METRO PAVING IMPROVEMENTS ("Project"); having examined the drawings and technical specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents and Specifications, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. 1

BY: Bill [Signature]

ADDENDUM NO. 2

BY: Bill [Signature]

ADDENDUM NO. _____

BY: _____

| Contractor's Proposal Bid Schedule | | | | | |
|--|--------------------|------|--|--|--|
| Item No. | Estimated Quantity | Unit | Description of Item | Unit Price | Total Item Cost |
| Base Bid Items | | | | | |
| 1 | 1 | LS | Traffic Control Plan and controls, complete and in place, per Lump Sum. | \$ 10,000.00 ^{12,000.00} WMP | \$ 10,000.00 ^{12,000.00} WMP |
| 2 | 2 | EA | Project Sign including posts, installation and removal, complete and in place per Each. | \$ 1,500.00 | \$ 3,000.00 |
| Site 1 - North Caldwell from US 290 to West Townes Street | | | | | |
| 3 | 5 | EA | 12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place | \$ 200.00 | \$ 1,000.00 |
| 4 | 3033 | SY | 6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place | \$ 1.00 | \$ 3,033.00 |
| 5 | 1085 | CY | Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard. | \$ 17.50 | \$ 18,987.50 |
| 6 | 3280 | SY | 12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard | \$ 37.00 | \$ 121,360.00 |
| 7 | 3033 | SY | 2" HMAc Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 50,802.75 |
| 8 | 2 | EA | Wastewater Manhole Adjustment (18" max.), complete and in place, per Each. | \$ 1,000.00 | \$ 2,000.00 |
| 9 | 11 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 500.00 | \$ 5,500.00 |
| 10 | 6 | EA | New to existing pavement joints | \$ 1,000.00 | \$ 6,000.00 |
| Site 2 - North Bastrop from US 290 to West Murray Avenue | | | | | |
| 11 | 1032 | SY | 6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place per Square Yard | \$ 1.00 | \$ 1,032.00 |
| 12 | 370 | CY | Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard. | \$ 15.00 | \$ 5,550.00 |
| 13 | 1115 | SY | 12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard | \$ 37.00 | \$ 41,255.00 |
| 14 | 1032 | SY | 2" HMAc Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 17,286.00 |
| 15 | 2 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 500.00 | \$ 1,000.00 |
| 16 | 1 | EA | 12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each | \$ 200.00 | \$ 200.00 |
| 17 | 1 | EA | Wastewater Manhole Adjustment (18" max.), complete and in place, per Each. | \$ 1,000.00 | \$ 1,000.00 |
| 18 | 2 | EA | New to existing pavement joints | \$ 1,000.00 | \$ 2,000.00 |
| Site 3 - South San Marcos Street from East Burton Street to East Carrie Manor | | | | | |
| 19 | 110 | TON | HMAc (Type D) Level Up as compensation for all required level up for project. | \$ 100.00 | \$ 11,000.00 |
| 20 | 795 | SY | 2" HMAc Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 13,316.25 |
| 21 | 2 | EA | New to existing pavement joints | \$ 1,000.00 | \$ 2,000.00 |
| 22 | 2 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 500.00 | \$ 1,000.00 |
| 23 | 1 | EA | 12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each | \$ 200.00 | \$ 200.00 |

00
WMP

| Item No. | Estimated Quantity | Unit | Description of Item | Unit Price | Total Item Cost |
|--|--------------------|------|--|-------------------------|----------------------|
| Site 3 - South San Marcos from East Carrie Manor to Railroad Tracks | | | | | |
| 24 | 3 | EA | 12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place | \$ 200.00 | \$ 600.00 |
| 25 | 888 | SY | 6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place | \$ 1.00 | \$ 888.00 |
| 26 | 320 | CY | Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard. | \$ 17.50 | \$ 5,600.00 |
| 27 | 960 | SY | 12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard | \$ 37.00 | \$ 35,520.00 |
| 28 | 888 | SY | 2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 14,874.00 |
| 29 | 1 | EA | Wastewater Manhole Adjustment (18" max.,) complete and in place, per Each. | \$ 1,000.00 | \$ 1,000.00 |
| 30 | 3 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 500.00 | \$ 1,500.00 |
| 31 | 2 | EA | Railroad Crossing Striping | | \$ - |
| 32 | 2 | EA | New to existing pavement joints | \$ 1,000.00 | \$ 2,000.00 |
| Site 6 - East Lane Avenue from Lexington Street to North La Grange | | | | | |
| 33 | 1,692 | SY | 2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 28,341.00 |
| 34 | 4 | EA | 12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each | \$ 200.00 | \$ 800.00 |
| 35 | 4 | EA | New to existing pavement joints | \$ 50.00 | \$ 200.00 |
| 36 | 10 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 50.00 | \$ 500.00 |
| Site 7 - East Rector Street between Burnet Street and La Grange Street. | | | | | |
| 37 | 741 | SY | 2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 12,411.75 |
| 38 | 1 | EA | Wastewater Manhole Adjustment (18" max.,) complete and in place, per Each. | \$ 1,000.00 | \$ 1,000.00 |
| 39 | 2 | EA | New to existing pavement joints | \$ 50.00 | \$ 100.00 |
| 40 | 4 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 50.00 | \$ 200.00 |
| Site 8 - East Townes from Burnet Street to La Grange Street | | | | | |
| 41 | 769 | SY | 2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 12,880.75 |
| 42 | 2 | EA | 12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each | \$ 200.00 | \$ 400.00 |
| 43 | 2 | EA | New to existing pavement joints | \$ 50.00 | \$ 100.00 |
| 44 | 2 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 50.00 | \$ 100.00 |
| Site 9 - East Browning Street from Lexington to La Grange Street | | | | | |
| 45 | 1,650 | SY | 2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 27,637.50 |
| 46 | 1 | EA | 12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each | \$ 200.00 | \$ 200.00 |
| 47 | 4 | EA | New to existing pavement joints | \$ 50.00 | \$ 200.00 |
| 48 | 6 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 50.00 | \$ 300.00 |
| | | | | Total Base Bid = | \$ 466,875.50 |

467,875.50
Wmf

| Item No. | Estimated Quantity | Unit | Description of Item | Unit Price | Total Item Cost |
|--|--------------------|------|---|--------------|----------------------|
| Site #4 - Alternate Bid A - Parsons Street from City Limits to North Bastrop (Reconstruction) | | | | | |
| A-1 | 1 | LS | Traffic Control Plan and controls, complete and in place, per Lump Sum. This will be a separate traffic control plan for just the work along Parsons Street. It will need to be designed and sealed by a professional engineer. | \$ 10,000.00 | \$ 10,000.00 |
| A-2 | 6344 | SY | 6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place | \$ 1.00 | \$ 6,344.00 |
| A-3 | 2285 | CY | Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard. | \$ 15.00 | \$ 34,275.00 |
| A-4 | 6850 | SY | 12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard | \$ 28.00 | \$ 191,800.00 |
| A-5 | 6344 | SY | 2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 106,262.00 |
| A-6 | 2 | EA | Wastewater Manhole Adjustment (18" max.), complete and in place, per Each. | \$ 1,000.00 | \$ 2,000.00 |
| A-7 | 4 | EA | New to existing pavement joints | \$ 1,000.00 | \$ 4,000.00 |
| A-8 | 22 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 50.00 | \$ 1,100.00 |
| Site #4 - Alternate Bid A - Parsons Street from North Bastrop to Lexington (Mill and Overlay) | | | | | |
| A-9 | 1 | LS | Restripling of Parsons Street | \$ 8,000.00 | \$ 8,000.00 |
| A-10 | 2285 | SY | Milling Asphaltic Concrete Pavement | \$ 1.00 | \$ 2,285.00 |
| A-11 | 2285 | SY | 2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 38,273.75 |
| A-11 | 2 | EA | New to existing pavement joints | \$ 500.00 | \$ 1,000.00 |
| A-12 | 8 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 250.00 | \$ 2,000.00 |
| Total Alternate Bid A = | | | | | \$ 407,339.75 |
| Site #5 - Alternate Bid B - Caldwell Street and Alley behind Duett | | | | | |
| B-1 | 2 | EA | Wastewater Manhole Adjustment (18" max.), complete and in place, per Each. | \$ 300.00 | \$ 600.00 |
| B-2 | 714 | SY | 2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. | \$ 16.75 | \$ 11,959.50 |
| B-3 | 1 | EA | 12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each | \$ 200.00 | \$ 200.00 |
| B-4 | 2 | EA | New to existing pavement joints | \$ 50.00 | \$ 100.00 |
| B-5 | 3 | EA | Driveway Pavement Joint to existing driveways per detail, complete and in place per Each. | \$ 25.00 | \$ 75.00 |
| Total Alternate Bid B = | | | | | \$ 12,934.50 |
| Total Base Bid and Alternate Bids = | | | | | \$ 286,149.75 |

888,149.75
LWJF

CONTRACTOR'S PROPOSAL (cont'd)

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the work within following times:

Base Bid – ONE-HUNDRED THIRTY (130) calendar days

Alternate Bid A -PARSONS - ADDITIONAL THIRTY (30) calendar days


Alternate Bid B – Caldwell and Alley behind Duett's – no additional days

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

X Bid security as required by the Instructions to Bidders in the sum of \$50,000.00 USD
(\$ _____) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By 

Title member

(Corporate Seal,
if applicable)

Forsythe Brothers Infrastructure, Inc
Business Name

PO Box 116 Manor TX 78653
Address

512 579 8862
Telephone

AGREEMENT

STATE OF TEXAS)
COUNTY OF TRAVIS)

THIS AGREEMENT, made and entered into this 6th day of April, AD 2022, by and between the City of Manor, Texas, a home-rule municipal corporation, with principal offices located at 105 E. Eggleston St., Manor, Texas 78653, hereinafter termed OWNER, or CITY and **Forsythe Brothers Infrastructure, LLC**, a corporation, with principal offices located at 309 West Lane Street, Manor, Texas 78653, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual terms, conditions, and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, Contractor hereby agrees with the said Owner to commence and complete the following Project:

**FY2021 CAPITAL METRO PAVING IMPROVEMENTS
FOR THE CITY OF MANOR, TEXAS**

for all base bid work and all extra work in connection therewith, under the terms as stated in the Contract Documents and at CONTRACTOR's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete FY2021 CAPITAL METRO PAVING IMPROVEMENTS PROJECT (the "Project" or "Work"), in accordance with the Contractor's Proposal, Instructions to Bidders, Special Provisions, Supplementary Conditions, General Conditions, Performance bond, Payment bond, Drawings, Plans and Technical Specifications and other drawings and printed or written explanatory matter thereof, and the addenda, therefore, as prepared by Jay Engineering, a Division of GBA herein entitled the ENGINEER, and approved by the OWNER, all of which are made a part hereof and collectively evidence and constitute the entire contract (the "Contract Documents").

The CONTRACTOR hereby agrees to commence work within **ten (10)** days after the date written notice to do so shall have been given to him, and to substantially complete work within:

Base Bid – ONE-HUNDRED THIRTY (130) calendar days

Alternate Bid A -PARSONS - ADDITIONAL THIRTY (30) calendar days

Alternate Bid B – Caldwell and Alley behind Duett's – no additional days

after the date specified in the written Notice to Proceed.

Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

The OWNER agrees to pay the CONTRACTOR, for satisfactory performance of this Agreement, in current funds the price or prices shown in the Contractor's Proposal, which forms a part of this contract, such payments to be subject to proper completion of the contract, in the total amount of **\$888,149.75 (EIGHT-HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED FORTY-NINE DOLLARS AND SEVENTY-FIVE CENTS)** subject to proper additions and deductions (the "Contract Amount"), all as provided in the General Conditions of this Agreement. The financial obligations of the City under this Agreement shall be paid from current funds and shall be subject to funds being appropriated and budgeted in sufficient amounts to satisfy such obligations.

Although drawn by the OWNER, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

The CONTRACTOR agrees that time is of the essence on this contract and that for each calendar day of delay beyond the time established for completion of the work specified and contracted for, the Owner may withhold permanently from the CONTRACTOR'S compensation the sum of **Five Hundred Dollars (\$500.00)** as stipulated liquidated damages for delay.

In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

To the extent, this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, CONTRACTOR represents that CONTRACTOR nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of CONTRACTOR is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

IN WITNESS WHEREOF, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors, and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below

OWNER

CONTRACTOR

By: 4/20/2022

By: B. Forsythe

Title: Mayor, City of Manor

Title: member

Printed Name: _____

Printed Name: B. Forsythe

Date Signed: _____

Date Signed: 4/20/22

ATTEST:

[Signature]
City Secretary, City of Manor

ATTEST:

[Signature]



PERFORMANCE BOND

STATE OF TEXAS)(

COUNTY OF Travis)(

KNOW ALL MEN BY THESE PRESENTS: That ^{Forsythe Brothers} Infrastructure, LLC, of the City of Manor County of Travis, and State of Texas, as Principal, and ^{Texas Bonding Company} _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Manor (Owner) as Obligee in the penal sum of ^{Eight Hundred Eighty Three Thousand One Hundred Forty Nine & 75/100} Dollars (\$ 888,149.75) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a written Agreement with the Owner, dated the 7th day of April, 2022, for construction of ^{FY2021 Capital Metro Paving} Improvements (Project) in accordance with Plans and Specifications prepared by Jay Engineering, which contract is hereby referred to and made in part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly and faithfully perform said Contract and said in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Whenever Principal shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

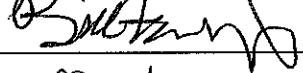
1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety, jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and made available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

PERFORMANCE BOND (cont'd)

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this 25th day of April, 2022

Forsythe Brothers Infrastructure, LLC

Principal

By 

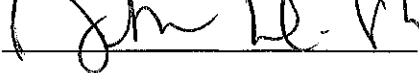
Title Member

Address 309 West Lane Street

Manor, TX 78653

Texas Bonding Company

Surety

By 

Title John W. Schuler, Attorney-in-fact

Address 1405 E. Riverside Drive

Austin, TX 78741

The name and address of the Resident Agent of Surety is _____

Time Insurance Agency

1405 E. Riverside Drive, Austin, TX 78741

Bond Number: 1001183581

PAYMENT BOND

STATE OF TEXAS)(

COUNTY OF Travis)(

KNOW ALL MEN BY THESE PRESENTS: That Forsythe Brothers Infrastructure, LLC, of the City of Manor County of Travis, and State of Texas, as Principal, and Texas Bonding Company, authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Manor (Owner), hereinafter called the Obligee, in the penal sum of Eight Hundred Eighty Eight Thousand One Hundred Forty Dollars (\$ 888,149.74) for the payment of which sum, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a written Contract with the Owner, dated the 4th day of April, 2022, for construction of FY2021 Capital Metro Paving Improvements (Project) which contract is hereby referred to and made in part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended and all liabilities on this bond to all claimants shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 25th day of April, 2022

Forsythe Brothers Infrastructure, LLC
Principal
By [Signature]
Title Member
Address 309 West Lane Street
Manor, TX 78653

Texas Bonding Company
Surety
By [Signature]
Title John W. Schuler, Attorney-in-fact
Address 1405 E. Riverside Drive
Austin, TX 78741

The name and address of the Resident Agent of Surety is Time Insurance Agency
1405 E. Riverside Drive, Austin, TX 78741

Bond Number: 1001183581



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John Schuler or Steve Dobson of Austin, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (**10,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

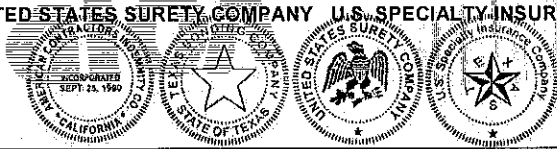
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: Daniel P. Aguilar, Vice President

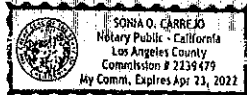
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

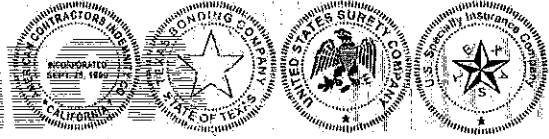
Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25th day of April, 2022.

Corporate Seals
Bond No. 1001183581
Agency No. 17071



Kio Lo, Assistant Secretary

American Contractors Indemnity Company dba Texas Bonding Company

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

1. To obtain information or make a complaint:
2. You may contact your agent.
3. You may call the company's toll free telephone number for information or to make a complaint at:

1-800-486-6695

4. You may also write to the company at:

801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

- Para obtener informacion o para someter una queja:
- Puede comunicarse con su agente.
- Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

1-800-486-6695

- Usted tambien puede escribir a la compa ia:

801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

1-800-252-3439

- Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

- DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

- UNA ESTE AVISO A SU POLIZA**

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: 1
 PERIOD TO: 27-Jul-22
 CONTRACT FOR:
 CONTRACT DATE:
 PROJECT NOS:

DISTRIBUTION TO:
 OWNER YES VIA ENGINEER
 ARCHITECT N/A
 ENGINEER YES
 CONTRACTOR files
 FIELD NO
 OTHER NO

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc
 PO BOX 116
 MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

| | | | |
|---|----|----------------------|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 888,149.75 | |
| 2. NET CHANGE BY CHANGE ORDERS | | | |
| 3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2) | \$ | 888,149.75 | |
| 4. TOTAL COMPLETED AND STORED TO DATE | \$ | 211,820.00 | |
| 5: RETAINAGE | | | |
| | 5 | % OF COMPLETED WORK | \$ 10,591.00 |
| | 5 | % OF STORED MATERIAL | \$ - |
| TOTAL RETAINAGE | | | \$ 10,591.00 |
| 6. TOTAL EARNED LESS RETAINAGE | \$ | 201,229.00 | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | | | |
| 8. CURRENT PAYMENT DUE | \$ | 201,229.00 | |
| 9. BALANCE TO FINISH INCLUDING RETAINAGE | \$ | 686,920.75 | |

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR:

By: Bill Forsythe Date: 27-Jul-22

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 201,229.00
 (Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER
 By: Pauline M. Gray Date: 8/4/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

| City of Manor 2020 Paving Improvements | | | | | | | | | | |
|--|----------------------|------|--------------|----------------|--------------------------|------------------------------|--------------------------|-----------------------------|------------------------------|--|
| Project Bid Items | | | | | | | | | | |
| Item Description | Bid summary quantity | Unit | Unit Price | Plan unit cost | Quantity Previous Period | Subtotal previous Pay Period | Quantity this Pay Period | Subtotal current Pay Period | Over/Under original Estimate | Comments |
| Base Bid Items | | | | | | | | | | |
| Traffic control plan and controls | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | | \$ - | | 0.65 \$ 6,000.00 | | (4,000.00) |
| Project Sign including posts, installation and removal | 2 | EA | \$ 1,500.00 | \$ 3,000.00 | | \$ - | 2 | \$ 3,000.00 | | |
| Site 1-North Caldwell from US 290 to West Townes St | | | | | | | | | | |
| 12" single white stop bar | 5 | EA | \$ 200.00 | \$ 1,000.00 | | \$ - | | \$ - | | (1,000.00) |
| 6" subgrade prep | 3033 | SY | \$ 1.00 | \$ 3,033.00 | | \$ - | 2970 | \$ 2,970.00 | | (63.00) deduct for shorten to state row |
| excavation of existing street to subgrade | 1085 | CY | \$ 17.50 | \$ 18,987.50 | | \$ - | 1070 | \$ 18,725.00 | | (262.50) deduct for shorten to state row |
| 12" flex base, including moisture treat and compaction | 3280 | SY | \$ 37.00 | \$ 121,360.00 | | \$ - | 3230 | \$ 119,510.00 | | (1,850.00) deduct for shorten to state row |
| 2" HMAc type D pg64-16 | 3033 | SY | \$ 16.75 | \$ 50,802.75 | | \$ - | | \$ - | | (50,802.75) |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | | \$ 0 | | (2,000.00) left as zero for now since have to wait until paving completed to install the concrete aprons |
| driveway pavement joint | 11 | EA | \$ 500.00 | \$ 5,500.00 | | \$ - | 11 | \$ 5,500.00 | | |
| new to existing pavement joints | 6 | EA | \$ 1,000.00 | \$ 6,000.00 | | \$ - | 6 | \$ 6,000.00 | | |
| Site 2- North Bastrop from US 290 to West Murray Avenue | | | | | | | | | | |
| 6" subgrade prep | 1032 | SY | \$ 1.00 | \$ 1,032.00 | | \$ - | 1015 | \$ 1,015.00 | | (17.00) deduct for shorten to state row |
| excavation of existing street to subgrade | 370 | CY | \$ 15.00 | \$ 5,550.00 | | \$ - | 360 | \$ 5,400.00 | | (150.00) deduct for shorten to state row |
| 12" flex base, including moisture treat and compaction | 1115 | SY | \$ 37.00 | \$ 41,255.00 | | \$ - | 1100 | \$ 40,700.00 | | (555.00) deduct for shorten to state row |
| 2" HMAc type D pg64-16 | 1032 | SY | \$ 16.75 | \$ 17,286.00 | | \$ - | | \$ - | | (17,286.00) |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | | \$ - | 2 | \$ 1,000.00 | | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | \$ - | | \$ - | | (200.00) |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | \$ - | | \$ 0 | | (1,000.00) left as zero for now since have to wait until paving completed to install the concrete aprons |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | 2 | \$ 2,000.00 | | |
| Site 3- South San Marcos Street from East Burton Street to East Carrie Manor | | | | | | | | | | |
| Hmac Type D level up | 110 | TON | \$ 100.00 | \$ 11,000.00 | | \$ - | | \$ - | | (11,000.00) |
| 2" HMAc type D pg64-16 | 795 | SY | \$ 16.75 | \$ 13,316.25 | | \$ - | | \$ - | | (13,316.25) |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | (2,000.00) |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | | \$ - | | \$ - | | (1,000.00) |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | \$ - | | \$ - | | (200.00) |
| Site 3-South San Marcos From East Carrie Manor to Railroad Tracks | | | | | | | | | | |
| 12" single white stop bar | 3 | EA | \$ 200.00 | \$ 600.00 | | \$ - | | \$ - | | (600.00) |
| 6" subgrade prep | 888 | SY | \$ 1.00 | \$ 888.00 | | \$ - | | \$ - | | (888.00) |
| excavation of existing street to subgrade | 320 | CY | \$ 17.50 | \$ 5,600.00 | | \$ - | | \$ - | | (5,600.00) |
| 12" flex base, including moisture treat and compaction | 960 | SY | \$ 37.00 | \$ 35,520.00 | | \$ - | | \$ - | | (35,520.00) |
| 2" HMAc type D pg64-16 | 888 | SY | \$ 16.75 | \$ 14,874.00 | | \$ - | | \$ - | | (14,874.00) |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | \$ - | | \$ - | | (1,000.00) |
| driveway pavement joint | 3 | EA | \$ 500.00 | \$ 1,500.00 | | \$ - | | \$ - | | (1,500.00) |
| Railroad Crossing Striping | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | (2,000.00) |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | (2,000.00) |
| Site 6-East Lane Avenue from Lexington St to North La Grange | | | | | | | | | | |
| 2" HMAc type D pg64-16 | 1692 | SY | \$ 16.75 | \$ 28,341.00 | | \$ - | | \$ - | | (28,341.00) |
| 12" single white stop bar | 4 | EA | \$ 200.00 | \$ 800.00 | | \$ - | | \$ - | | (800.00) |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | | \$ - | | \$ - | | (200.00) |
| driveway pavement joint | 10 | EA | \$ 50.00 | \$ 500.00 | | \$ - | | \$ - | | (500.00) |
| Site 7-East Rector Street Between Burnet Street and La Grange Street | | | | | | | | | | |
| 2" HMAc type D pg64-16 | 741 | SY | \$ 16.75 | \$ 12,411.75 | | \$ - | | \$ - | | (12,411.75) |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | \$ - | | \$ - | | (1,000.00) |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | | \$ - | | \$ - | | (100.00) |
| driveway pavement joint | 4 | EA | \$ 50.00 | \$ 200.00 | | \$ - | | \$ - | | (200.00) |
| Site 8-East Townes from Burnet Street to LaGrange Street | | | | | | | | | | |
| 2" HMAc type D pg64-16 | 769 | SY | \$ 16.75 | \$ 12,880.75 | | \$ - | | \$ - | | (12,880.75) |
| 12" single white stop bar | 2 | EA | \$ 200.00 | \$ 400.00 | | \$ - | | \$ - | | (400.00) |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | | \$ - | | \$ - | | (100.00) |
| driveway pavement joint | 2 | EA | \$ 50.00 | \$ 100.00 | | \$ - | | \$ - | | (100.00) |
| Site 9-East Browning Street from Lexington to LaGrange Street | | | | | | | | | | |
| 2" HMAc type D pg64-16 | 1650 | SY | \$ 16.75 | \$ 27,637.50 | | \$ - | | \$ - | | (27,637.50) |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | \$ - | | \$ - | | (200.00) |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | | \$ - | | \$ - | | (200.00) |
| driveway pavement joint | 6 | EA | \$ 50.00 | \$ 300.00 | | \$ - | | \$ - | | (300.00) |
| Total for Base Bid Items | | | | \$ 467,875.50 | | \$ - | | \$ 211,820.00 | | (256,055.50) |
| Site #4-Alternate Bid A-Parsons Street from City Limits to North Bastrop | | | | | | | | | | |
| traffic control plan | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | | \$ - | | \$ - | | (10,000.00) |
| 6" subgrade prep | 6344 | SY | \$ 1.00 | \$ 6,344.00 | | \$ - | | \$ - | | (6,344.00) |
| excavation of existing street to subgrade | 2285 | CY | \$ 15.00 | \$ 34,275.00 | | \$ - | | \$ - | | (34,275.00) |
| 12" flex base, including moisture treat and compaction | 6850 | SY | \$ 28.00 | \$ 191,800.00 | | \$ - | | \$ - | | (191,800.00) |
| 2" HMAc type D pg64-16 | 6344 | SY | \$ 16.75 | \$ 106,262.00 | | \$ - | | \$ - | | (106,262.00) |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | (2,000.00) |
| new to existing pavement joints | 4 | EA | \$ 1,000.00 | \$ 4,000.00 | | \$ - | | \$ - | | (4,000.00) |
| driveway pavement joint | 22 | EA | \$ 50.00 | \$ 1,100.00 | | \$ - | | \$ - | | (1,100.00) |
| Site #4-Alternate Bid A-Parsons Street from North Bastrop to Lexington (mill and overlay) | | | | | | | | | | |
| restriping of parsons street | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | | \$ - | | \$ - | | (8,000.00) |
| milling asphaltic concrete pavement | 2285 | SY | \$ 1.00 | \$ 2,285.00 | | \$ - | | \$ - | | (2,285.00) |
| 2" HMAc type D pg64-16 | 2285 | SY | \$ 16.75 | \$ 38,273.75 | | \$ - | | \$ - | | (38,273.75) |
| new to existing pavement joints | 2 | EA | \$ 500.00 | \$ 1,000.00 | | \$ - | | \$ - | | (1,000.00) |
| driveway pavement joint | 8 | EA | \$ 250.00 | \$ 2,000.00 | | \$ - | | \$ - | | (2,000.00) |
| Site #5-Alternate Bid B-Caldwell Street and Alley behind Duett's | | | | | | | | | | |
| Wastewater manhole adjustment | 2 | EA | \$ 300.00 | \$ 600.00 | | \$ - | | \$ - | | (600.00) |
| 2" HMAc type D pg64-16 | 714 | SY | \$ 16.75 | \$ 11,959.50 | | \$ - | | \$ - | | (11,959.50) |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | \$ - | | \$ - | | (200.00) |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | | \$ - | | \$ - | | (100.00) |
| driveway pavement joint | 3 | EA | \$ 25.00 | \$ 75.00 | | \$ - | | \$ - | | (75.00) |
| Total for Alternate Bid Items | | | | \$ 420,274.25 | | \$ - | | \$ - | | (420,274.25) |
| Totals of Base Bid + Alternate Bid Items | | | | \$ 888,149.75 | | \$ - | | \$ 211,820.00 | | (676,329.75) |

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: 2
PERIOD TO: 7-Sep-22
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS:

DISTRIBUTION TO:

| | |
|-------------------|------------------|
| OWNER | YES VIA ENGINEER |
| ARCHITECT | N/A |
| ENGINEER | YES |
| CONTRACTOR | files |
| FIELD | NO |
| OTHER | NO |

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc
 PO BOX 116
 MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

| | |
|--|---|
| 1. ORIGINAL CONTRACT SUM | \$ 888,149.75 |
| 2. NET CHANGE BY CHANGE ORDERS | <u> </u> |
| 3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2) | \$ 888,149.75 |
| 4. TOTAL COMPLETED AND STORED TO DATE | \$ 421,625.50 |
| 5: RETAINAGE | |
| 5 % OF COMPLETED WORK | \$ 21,081.28 |
| 5 % OF STORED MATERIAL | <u> </u> No Stored Material |
| TOTAL RETAINAGE | \$ 21,081.28 |
| 6. TOTAL EARNED LESS RETAINAGE | \$ 400,544.23 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ 201,229.00 |
| 8. CURRENT PAYMENT DUE | \$ 199,315.23 |
| 9. BALANCE TO FINISH INCLUDING RETAINAGE | <u>\$ 487,605.53</u> |

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR:
 By: Bill Forsythe Date: 7-Sep-22

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 199,315.23
 (Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER
 By: Pauline M Gray Date: 9/7/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

| City of Manor 2020 Paving Improvements | | | | | | | | | | |
|--|----------------------|------|--------------|----------------|--------------------------|------------------------------|--------------------------|-----------------------------|------------------------------|--|
| Project Bid Items | | | | | | | | | | |
| Item Description | Bid summary quantity | Unit | Unit Price | Plan unit cost | Quantity Previous Period | Subtotal previous Pay Period | Quantity this Pay Period | Subtotal current Pay Period | Over/Under original Estimate | Comments |
| Base Bid Items | | | | | | | | | | |
| Traffic control plan and controls | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | 0.6 | \$ 6,000.00 | 0.4 | \$ 4,000.00 | \$ - | |
| Project Sign including posts, installation and removal | 2 | EA | \$ 1,500.00 | \$ 3,000.00 | 2 | \$ 3,000.00 | 0 | \$ - | \$ - | |
| Site 1-North Caldwell from US 290 to West Townes St | | | | | | | | | | |
| 12" single white stop bar | 5 | EA | \$ 200.00 | \$ 1,000.00 | | \$ - | | \$ - | \$ - | (1,000.00) |
| 6" subgrade prep | 3033 | CY | \$ 1.00 | \$ 3,033.00 | 2970 | \$ 2,970.00 | | \$ - | \$ - | (63.00) |
| excavation of existing street to subgrade | 1085 | CY | \$ 17.50 | \$ 18,987.50 | 1070 | \$ 18,725.00 | | \$ - | \$ - | (262.50) |
| 12" flex base, including moisture treat and compaction | 3280 | SY | \$ 37.00 | \$ 121,360.00 | 3230 | \$ 119,510.00 | | \$ - | \$ - | (1,850.00) |
| 2" HMAC type D pg64-16 | 3033 | SY | \$ 16.75 | \$ 50,802.75 | | \$ - | 3000 | \$ 50,250.00 | \$ - | (552.75) |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 0 | \$ - | 3 | \$ 3,000.00 | \$ 1,000.00 | one by barbeque place, one just south of lane st, and another just north of townes |
| driveway pavement joint | 11 | EA | \$ 500.00 | \$ 5,500.00 | 11 | \$ 5,500.00 | | \$ - | \$ - | |
| new to existing pavement joints | 6 | EA | \$ 1,000.00 | \$ 6,000.00 | 6 | \$ 6,000.00 | | \$ - | \$ - | |
| Site 2- North Bastrop from US 290 to West Murray Avenue | | | | | | | | | | |
| 6" subgrade prep | 1032 | SY | \$ 1.00 | \$ 1,032.00 | 1015 | \$ 1,015.00 | | \$ - | \$ - | (17.00) |
| excavation of existing street to subgrade | 370 | CY | \$ 15.00 | \$ 5,550.00 | 360 | \$ 5,400.00 | | \$ - | \$ - | (150.00) |
| 12" flex base, including moisture treat and compaction | 1115 | SY | \$ 37.00 | \$ 41,255.00 | 1100 | \$ 40,700.00 | | \$ - | \$ - | (555.00) |
| 2" HMAC type D pg64-16 | 1032 | SY | \$ 16.75 | \$ 17,286.00 | | \$ - | 1001 | \$ 16,766.75 | \$ - | (519.25) |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | 2 | \$ 1,000.00 | | \$ - | \$ - | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | 0 | \$ - | | \$ - | \$ - | (200.00) |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 0 | \$ - | 1 | \$ 1,000.00 | \$ - | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | |
| Site 3- South San Marcos Street from East Burton Street to East Carrie Manor | | | | | | | | | | |
| Hmac Type D level up | 110 | TON | \$ 100.00 | \$ 11,000.00 | | \$ - | 110 | \$ 11,000.00 | \$ - | |
| 2" HMAC type D pg64-16 | 795 | SY | \$ 16.75 | \$ 13,316.25 | | \$ - | | \$ - | \$ - | (13,316.25) |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | 2 | \$ 2,000.00 | \$ - | |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | | \$ - | 2 | \$ 1,000.00 | \$ - | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | \$ - | | \$ - | \$ - | (200.00) |
| Site 3-South San Marcos From East Carrie Manor to Railroad Tracks | | | | | | | | | | |
| 12" single white stop bar | 3 | EA | \$ 200.00 | \$ 600.00 | | \$ - | | \$ - | \$ - | (600.00) |
| 6" subgrade prep | 888 | SY | \$ 1.00 | \$ 888.00 | | \$ - | 800 | \$ 800.00 | \$ - | (88.00) |
| excavation of existing street to subgrade | 320 | CY | \$ 17.50 | \$ 5,600.00 | | \$ - | 315 | \$ 5,512.50 | \$ - | (87.50) |
| 12" flex base, including moisture treat and compaction | 960 | SY | \$ 37.00 | \$ 35,520.00 | | \$ - | 960 | \$ 35,520.00 | \$ - | |
| 2" HMAC type D pg64-16 | 888 | SY | \$ 16.75 | \$ 14,874.00 | | \$ - | | \$ - | \$ - | (14,874.00) |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | \$ - | | \$ - | \$ - | (1,000.00) |
| driveway pavement joint | 3 | EA | \$ 500.00 | \$ 1,500.00 | | \$ - | 3 | \$ 1,500.00 | \$ - | |
| Railroad Crossing Striping | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | | \$ - | \$ - | (2,000.00) |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | 2 | \$ 2,000.00 | \$ - | |
| Site 6-East Lane Avenue from Lexington St to North La Grange | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 1692 | SY | \$ 16.75 | \$ 28,341.00 | | \$ - | 1325 | \$ 22,193.75 | \$ - | (6,147.25) Used this item to handle paving at ww treatment plant parking since 1 block of lane removed (488 parking lot) |
| 12" single white stop bar | 4 | EA | \$ 200.00 | \$ 800.00 | | \$ - | | \$ - | \$ - | (800.00) total lane st =590 lf (298 west, 292 east), so prorated the square yards to get just the east lane value added to the 488 parking lot |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | | \$ - | 2 | \$ 100.00 | \$ - | (100.00) |
| driveway pavement joint | 10 | EA | \$ 50.00 | \$ 500.00 | | \$ - | 0 | \$ - | \$ - | (500.00) |
| Site 7-East Rector Street Between Burnet Street and LaGrange Street | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 741 | SY | \$ 16.75 | \$ 12,411.75 | | \$ - | 740 | \$ 12,395.00 | \$ - | (16.75) |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | \$ - | 0 | \$ - | \$ - | (1,000.00) handled in previous paving project |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | | \$ - | 2 | \$ 100.00 | \$ - | |
| driveway pavement joint | 4 | EA | \$ 50.00 | \$ 200.00 | | \$ - | 0 | \$ - | \$ - | (200.00) |
| Site 8-East Townes from Burnet Street to LaGrange Street | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 769 | SY | \$ 16.75 | \$ 12,880.75 | | \$ - | 760 | \$ 12,730.00 | \$ - | (150.75) |
| 12" single white stop bar | 2 | EA | \$ 200.00 | \$ 400.00 | | \$ - | | \$ - | \$ - | (400.00) |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | | \$ - | 2 | \$ 100.00 | \$ - | |
| driveway pavement joint | 2 | EA | \$ 50.00 | \$ 100.00 | | \$ - | 0 | \$ - | \$ - | (100.00) |
| Site 9-East Browning Street from Lexington to LaGrange Street | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 1650 | SY | \$ 16.75 | \$ 27,637.50 | | \$ - | 1650 | \$ 27,637.50 | \$ - | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | \$ - | | \$ - | \$ - | (200.00) |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | | \$ - | 4 | \$ 200.00 | \$ - | |
| driveway pavement joint | 6 | EA | \$ 50.00 | \$ 300.00 | | \$ - | 0 | \$ - | \$ - | (300.00) |
| Total for Base Bid Items | | | | | | | | | | |
| | | | | \$ 467,875.50 | | \$ 211,820.00 | | \$ 209,805.50 | \$ - | (46,250.00) |
| Site #4-Alternate Bid A-Parsons Street from City Limits to North Bastrop | | | | | | | | | | |
| traffic control plan | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | | \$ - | | \$ - | \$ - | (10,000.00) |
| 6" subgrade prep | 6344 | SY | \$ 1.00 | \$ 6,344.00 | | \$ - | | \$ - | \$ - | (6,344.00) |
| excavation of existing street to subgrade | 2285 | CY | \$ 15.00 | \$ 34,275.00 | | \$ - | | \$ - | \$ - | (34,275.00) |
| 12" flex base, including moisture treat and compaction | 6850 | SY | \$ 28.00 | \$ 191,800.00 | | \$ - | | \$ - | \$ - | (191,800.00) |
| 2" HMAC type D pg64-16 | 6344 | SY | \$ 16.75 | \$ 106,262.00 | | \$ - | | \$ - | \$ - | (106,262.00) |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ - | | \$ - | \$ - | (2,000.00) |
| new to existing pavement joints | 4 | EA | \$ 1,000.00 | \$ 4,000.00 | | \$ - | | \$ - | \$ - | (4,000.00) |
| driveway pavement joint | 22 | EA | \$ 50.00 | \$ 1,100.00 | | \$ - | | \$ - | \$ - | (1,100.00) |
| Site #4-Alternate Bid A-Parsons Street from North Bastrop to Lexington (mill and overlay) | | | | | | | | | | |
| restriping of parsons street | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | | \$ - | | \$ - | \$ - | (8,000.00) |
| milling asphaltic concrete pavement | 2285 | SY | \$ 1.00 | \$ 2,285.00 | | \$ - | | \$ - | \$ - | (2,285.00) |
| 2" HMAC type D pg64-16 | 2285 | SY | \$ 16.75 | \$ 38,273.75 | | \$ - | | \$ - | \$ - | (38,273.75) |
| new to existing pavement joints | 2 | EA | \$ 500.00 | \$ 1,000.00 | | \$ - | | \$ - | \$ - | (1,000.00) |
| driveway pavement joint | 8 | EA | \$ 250.00 | \$ 2,000.00 | | \$ - | | \$ - | \$ - | (2,000.00) |
| Site #5-Alternate Bid B-Caldwell Street and Alley behind Duett's | | | | | | | | | | |
| Wastewater manhole adjustment | 2 | EA | \$ 300.00 | \$ 600.00 | | \$ - | | \$ - | \$ - | (600.00) |
| 2" HMAC type D pg64-16 | 714 | SY | \$ 16.75 | \$ 11,959.50 | | \$ - | | \$ - | \$ - | (11,959.50) |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | \$ - | | \$ - | \$ - | (200.00) |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | | \$ - | | \$ - | \$ - | (100.00) |
| driveway pavement joint | 3 | EA | \$ 25.00 | \$ 75.00 | | \$ - | | \$ - | \$ - | (75.00) |
| Total for Alternate Bid Items | | | | | | | | | | |
| | | | | \$ 420,274.25 | | \$ - | | \$ - | \$ - | (420,274.25) |
| Totals of Base Bid + Alternate Bid Items | | | | | | | | | | |
| | | | | \$ 888,149.75 | | \$ 211,820.00 | | \$ 209,805.50 | \$ - | (466,524.25) |

Bill Forsythe

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: 3
 PERIOD TO: 27-Sep-22
 CONTRACT FOR:
 CONTRACT DATE:
 PROJECT NOS:

DISTRIBUTION TO:
 OWNER YES VIA ENGINEER
 ARCHITECT N/A
 ENGINEER YES
 CONTRACTOR files
 FIELD NO
 OTHER NO

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc
 PO BOX 116
 MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

| | | | |
|---|----|----------------------|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 888,149.75 | |
| 2. NET CHANGE BY CHANGE ORDERS | | | |
| 3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2) | \$ | 888,149.75 | |
| 4. TOTAL COMPLETED AND STORED TO DATE | \$ | 504,462.00 | |
| 5: RETAINAGE | | | |
| | 5 | % OF COMPLETED WORK | \$ 25,223.10 |
| | 5 | % OF STORED MATERIAL | \$ - |
| TOTAL RETAINAGE | | | \$ 25,223.10 |
| 6. TOTAL EARNED LESS RETAINAGE | \$ | 479,238.90 | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ | 400,544.23 | |
| 8. CURRENT PAYMENT DUE | \$ | 78,694.67 | |
| 9. BALANCE TO FINISH INCLUDING RETAINAGE | \$ | 408,910.85 | |

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR:

By: Bill Forsythe Date: 27-Sep-22

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 78,694.67
 (Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER Pauline M. Gray Date: 9/28/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

| City of Manor 2020 Paving Improvements | | | | | | | | | | | |
|--|----------------------|------|--------------|----------------|--------------------------|------------------------------|--------------------------|-----------------------------|------------------------------|---|--|
| Project Bid Items | | | | | | | | | | | |
| Item Description | Bid summary quantity | Unit | Unit Price | Plan unit cost | Quantity Previous Period | Subtotal previous Pay Period | Quantity this Pay Period | Subtotal current Pay Period | Over/Under original Estimate | Comments | |
| Base Bid Items | | | | | | | | | | | |
| Traffic control plan and controls | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | 1 | \$ 10,000.00 | | \$ - | \$ - | | |
| Project Sign including posts, installation and removal | 2 | EA | \$ 1,500.00 | \$ 3,000.00 | 2 | \$ 3,000.00 | 0 | \$ - | \$ - | | |
| Site 1-North Caldwell from US 290 to West Townes St | | | | | | | | | | | |
| 12" single white stop bar | 5 | EA | \$ 200.00 | \$ 1,000.00 | | | 0 | \$ - | \$ - | (1,000.00) | |
| 6" subgrade prep | 3033 | SY | \$ 1.00 | \$ 3,033.00 | 2970 | \$ 2,970.00 | | \$ - | \$ - | (63.00) | |
| excavation of existing street to subgrade | 1085 | CY | \$ 17.50 | \$ 18,987.50 | 1070 | \$ 18,725.00 | | \$ - | \$ - | (262.50) | |
| 12" flex base, including moisture treat and compaction | 3280 | SY | \$ 37.00 | \$ 121,360.00 | 3230 | \$ 119,510.00 | | \$ - | \$ - | (1,850.00) | |
| 2" HMAC type D pg64-16 | 3033 | SY | \$ 16.75 | \$ 50,802.75 | 3000 | \$ 50,250.00 | | \$ - | \$ - | (552.75) | |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 3 | \$ 3,000.00 | | \$ - | \$ - | 1,000.00 | one by barbeque place, one just south of lane st, and another just north of townes |
| driveway pavement joint | 11 | EA | \$ 500.00 | \$ 5,500.00 | 11 | \$ 5,500.00 | | \$ - | \$ - | | |
| new to existing pavement joints | 6 | EA | \$ 1,000.00 | \$ 6,000.00 | 6 | \$ 6,000.00 | | \$ - | \$ - | | |
| Site 2- North Bastrop from US 290 to West Murray Avenue | | | | | | | | | | | |
| 6" subgrade prep | 1032 | SY | \$ 1.00 | \$ 1,032.00 | 1015 | \$ 1,015.00 | | \$ - | \$ - | (17.00) | |
| excavation of existing street to subgrade | 370 | CY | \$ 15.00 | \$ 5,550.00 | 360 | \$ 5,400.00 | | \$ - | \$ - | (150.00) | |
| 12" flex base, including moisture treat and compaction | 1115 | SY | \$ 37.00 | \$ 41,255.00 | 1100 | \$ 40,700.00 | | \$ - | \$ - | (555.00) | |
| 2" HMAC type D pg64-16 | 1032 | SY | \$ 16.75 | \$ 17,286.00 | 1001 | \$ 16,766.75 | | \$ - | \$ - | (519.25) | |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | 2 | \$ 1,000.00 | | \$ - | \$ - | | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | | 0 | \$ - | \$ - | (200.00) | |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | \$ 1,000.00 | | \$ - | \$ - | | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | | |
| Site 3- South San Marcos Street from East Burton Street to East Carrie Manor | | | | | | | | | | | |
| Hmac Type D level up | 110 | TON | \$ 100.00 | \$ 11,000.00 | 110 | \$ 11,000.00 | | \$ - | \$ - | | |
| 2" HMAC type D pg64-16 | 795 | SY | \$ 16.75 | \$ 13,316.25 | | | 795 | \$ 13,316.25 | \$ - | | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | | |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | 2 | \$ 1,000.00 | | \$ - | \$ - | | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | | 0 | \$ - | \$ - | (200.00) | |
| Site 3-South San Marcos From East Carrie Manor to Railroad Tracks | | | | | | | | | | | |
| 12" single white stop bar | 3 | EA | \$ 200.00 | \$ 600.00 | | | 3 | \$ 600.00 | \$ - | | |
| 6" subgrade prep | 888 | SY | \$ 1.00 | \$ 888.00 | 800 | \$ 800.00 | | \$ - | \$ - | (88.00) | |
| excavation of existing street to subgrade | 320 | CY | \$ 17.50 | \$ 5,600.00 | 315 | \$ 5,512.50 | | \$ - | \$ - | (87.50) | |
| 12" flex base, including moisture treat and compaction | 960 | SY | \$ 37.00 | \$ 35,520.00 | 960 | \$ 35,520.00 | | \$ - | \$ - | | |
| 2" HMAC type D pg64-16 | 888 | SY | \$ 16.75 | \$ 14,874.00 | 1 | \$ - | 888 | \$ 14,874.00 | \$ - | | |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | | 1 | \$ 1,000.00 | \$ - | (1,000.00) | |
| driveway pavement joint | 3 | EA | \$ 500.00 | \$ 1,500.00 | 3 | \$ 1,500.00 | | \$ - | \$ - | | |
| Railroad Crossing Striping | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | 0 | \$ - | \$ - | (2,000.00) | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | | |
| Site 6-East Lane Avenue from Lexington St to North La Grange | | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 1692 | SY | \$ 16.75 | \$ 28,341.00 | 1325 | \$ 22,193.75 | | \$ - | \$ - | (6,147.25) | Used this item to handle paving at ww treatment plant parking since 1 block of lane removed (488 parking lot) |
| 12" single white stop bar | 4 | EA | \$ 200.00 | \$ 800.00 | | | 0 | \$ - | \$ - | (800.00) | total lane st=590 lf (298 west, 292 east), so prorated the square yards to get just the east lane value added to the 488 parking lot |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | 2 | \$ 100.00 | | \$ - | \$ - | (100.00) | |
| driveway pavement joint | 10 | EA | \$ 50.00 | \$ 500.00 | 0 | \$ - | | \$ - | \$ - | (500.00) | |
| Site 7-East Rector Street Between Burnet Street and LaGrange Street | | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 741 | SY | \$ 16.75 | \$ 12,411.75 | 740 | \$ 12,395.00 | | \$ - | \$ - | (16.75) | |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 0 | \$ - | | \$ - | \$ - | (1,000.00) | handled in previous paving project |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | 2 | \$ 100.00 | | \$ - | \$ - | | |
| driveway pavement joint | 4 | EA | \$ 50.00 | \$ 200.00 | 0 | \$ - | | \$ - | \$ - | (200.00) | |
| Site 8-East Townes from Burnet Street to LaGrange Street | | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 769 | SY | \$ 16.75 | \$ 12,880.75 | 760 | \$ 12,730.00 | | \$ - | \$ - | (150.75) | |
| 12" single white stop bar | 2 | EA | \$ 200.00 | \$ 400.00 | | | 0 | \$ - | \$ - | (400.00) | |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | 2 | \$ 100.00 | | \$ - | \$ - | | |
| driveway pavement joint | 2 | EA | \$ 50.00 | \$ 100.00 | 0 | \$ - | | \$ - | \$ - | (100.00) | |
| Site 9-East Browning Street from Lexington to LaGrange Street | | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 1650 | SY | \$ 16.75 | \$ 27,637.50 | 1650 | \$ 27,637.50 | | \$ - | \$ - | | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | | 0 | \$ - | \$ - | (200.00) | |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | 4 | \$ 200.00 | | \$ - | \$ - | | |
| driveway pavement joint | 6 | EA | \$ 50.00 | \$ 300.00 | 0 | \$ - | | \$ - | \$ - | (300.00) | |
| Total for Base Bid Items | | | | \$ 467,875.50 | | \$ 421,625.50 | | \$ 28,790.25 | \$ (17,459.75) | | |
| Site #4-Alternate Bid A-Parsons Street from City Limits to North Bastrop | | | | | | | | | | | |
| traffic control plan | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | | | 0 | \$ 5,000.00 | \$ (5,000.00) | | |
| 6" subgrade prep | 6344 | SY | \$ 1.00 | \$ 6,344.00 | | | 0 | \$ - | \$ - | (6,344.00) | |
| excavation of existing street to subgrade | 2285 | CY | \$ 15.00 | \$ 34,275.00 | | | 0 | \$ - | \$ - | (34,275.00) | |
| 12" flex base, including moisture treat and compaction | 6850 | SY | \$ 28.00 | \$ 191,800.00 | | | 0 | \$ - | \$ - | (191,800.00) | |
| 2" HMAC type D pg64-16 | 6344 | SY | \$ 16.75 | \$ 106,262.00 | | | 0 | \$ - | \$ - | (106,262.00) | |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | 0 | \$ - | \$ - | (2,000.00) | |
| new to existing pavement joints | 4 | EA | \$ 1,000.00 | \$ 4,000.00 | | | 0 | \$ - | \$ - | (4,000.00) | |
| driveway pavement joint | 22 | EA | \$ 50.00 | \$ 1,100.00 | | | 0 | \$ - | \$ - | (1,100.00) | |
| Site #4-Alternate Bid A-Parsons Street from North Bastrop to Lexington (mill and overlay) | | | | | | | | | | | |
| restriping of parsons street | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | | | 0 | \$ - | \$ - | (8,000.00) | |
| milling asphaltic concrete pavement | 2285 | SY | \$ 1.00 | \$ 2,285.00 | | | 1400 | \$ 1,400.00 | \$ (885.00) | removed pavement instead of the mill to give opportunity to regrade roadway | |
| 2" HMAC type D pg64-16 | 2285 | SY | \$ 16.75 | \$ 38,273.75 | | | 1400 | \$ 23,450.00 | \$ (14,823.75) | | |
| new to existing pavement joints | 2 | EA | \$ 500.00 | \$ 1,000.00 | | | 2 | \$ 1,000.00 | \$ - | | |
| driveway pavement joint | 8 | EA | \$ 250.00 | \$ 2,000.00 | | | 8 | \$ 2,000.00 | \$ - | | |
| Site #5-Alternate Bid B-Caldwell Street and Alley behind Duett's | | | | | | | | | | | |
| Wastewater manhole adjustment | 2 | EA | \$ 300.00 | \$ 600.00 | | | 0 | \$ - | \$ - | (600.00) | |
| 2" HMAC type D pg64-16 | 714 | SY | \$ 16.75 | \$ 11,959.50 | | | 1251 | \$ 21,021.25 | \$ 9,061.75 | | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | | 0 | \$ - | \$ - | (200.00) | |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | | | 2 | \$ 100.00 | \$ - | | |
| driveway pavement joint | 3 | EA | \$ 25.00 | \$ 75.00 | | | 3 | \$ 75.00 | \$ - | | |
| Total for Alternate Bid Items | | | | \$ 420,274.25 | | \$ - | | \$ 54,046.25 | \$ (366,228.00) | | |
| Totals of Base Bid + Alternate Bid Items | | | | \$ 888,149.75 | | \$ 421,625.50 | | \$ 82,836.50 | \$ (383,687.75) | | |

Bill Forsythe

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: 4
PERIOD TO: 30-Sep-22
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS:

DISTRIBUTION TO:
OWNER YES VIA ENGINEER
ARCHITECT N/A
ENGINEER YES
CONTRACTOR files
FIELD NO
OTHER NO

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc
 PO BOX 116
 MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

| | |
|---|-----------------------------|
| 1. ORIGINAL CONTRACT SUM | \$ 888,149.75 |
| 2. NET CHANGE BY CHANGE ORDERS | <u> </u> |
| 3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2) | \$ 888,149.75 |
| 4. TOTAL COMPLETED AND STORED TO DATE | <u>\$ 860,436.00</u> |
| 5: RETAINAGE | |
| 5 % OF COMPLETED WORK | \$ 43,021.80 |
| 5 % OF STORED MATERIAL | <u> </u> |
| TOTAL RETAINAGE | \$ 43,021.80 |
| 6. TOTAL EARNED LESS RETAINAGE | <u>\$ 817,414.20</u> |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | <u>\$ 479,238.90</u> |
| 8. CURRENT PAYMENT DUE | <u>\$ 338,175.30</u> |
| 9. BALANCE TO FINISH INCLUDING RETAINAGE | <u>\$ 70,735.55</u> |

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR:
 By: Bill Forsythe Date: 30-Sep-22

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 338,175.30
 (Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER
 By: Pauline M. Gray Date: 9/30/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

| City of Manor 2020 Paving Improvements | | | | | | | | | | | |
|--|----------------------|------|--------------|----------------|--------------------------|------------------------------|--------------------------|-----------------------------|------------------------------|-------------|--|
| Project Bid Items | | | | | | | | | | | |
| Item Description | Bid summary quantity | Unit | Unit Price | Plan unit cost | Quantity Previous Period | Subtotal previous Pay Period | Quantity this Pay Period | Subtotal current Pay Period | Over/Under original Estimate | Comments | |
| Base Bid Items | | | | | | | | | | | |
| Traffic control plan and controls | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | 1 | \$ 10,000.00 | | \$ - | \$ - | | |
| Project Sign including posts, installation and removal | 2 | EA | \$ 1,500.00 | \$ 3,000.00 | 2 | \$ 3,000.00 | 0 | \$ - | \$ - | | |
| Site 1-North Caldwell from US 290 to West Townes St | | | | | | | | | | | |
| 12" single white stop bar | 5 | EA | \$ 200.00 | \$ 1,000.00 | | | 5 | \$ 1,000.00 | \$ - | | |
| 6" subgrade prep | 3033 | CY | \$ 1.00 | \$ 3,033.00 | 2970 | \$ 2,970.00 | | \$ - | \$ - | (63.00) | |
| excavation of existing street to subgrade | 1085 | CY | \$ 17.50 | \$ 18,987.50 | 1070 | \$ 18,725.00 | | \$ - | \$ - | (262.50) | |
| 12" flex base, including moisture treat and compaction | 3280 | SY | \$ 37.00 | \$ 121,360.00 | 3230 | \$ 119,510.00 | | \$ - | \$ - | (1,850.00) | |
| 2" HMAC type D pg64-16 | 3033 | SY | \$ 16.75 | \$ 50,802.75 | 3000 | \$ 50,250.00 | | \$ - | \$ - | (552.75) | |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 3 | \$ 3,000.00 | | \$ - | \$ - | 1,000.00 | one by barbeque place, one just south of lane st, and another just north of townes |
| driveway pavement joint | 11 | EA | \$ 500.00 | \$ 5,500.00 | 11 | \$ 5,500.00 | | \$ - | \$ - | | |
| new to existing pavement joints | 6 | EA | \$ 1,000.00 | \$ 6,000.00 | 6 | \$ 6,000.00 | | \$ - | \$ - | | |
| Site 2- North Bastrop from US 290 to West Murray Avenue | | | | | | | | | | | |
| 6" subgrade prep | 1032 | SY | \$ 1.00 | \$ 1,032.00 | 1015 | \$ 1,015.00 | | \$ - | \$ - | (17.00) | |
| excavation of existing street to subgrade | 370 | CY | \$ 15.00 | \$ 5,550.00 | 360 | \$ 5,400.00 | | \$ - | \$ - | (150.00) | |
| 12" flex base, including moisture treat and compaction | 1115 | SY | \$ 37.00 | \$ 41,255.00 | 1100 | \$ 40,700.00 | | \$ - | \$ - | (555.00) | |
| 2" HMAC type D pg64-16 | 1032 | SY | \$ 16.75 | \$ 17,286.00 | 1001 | \$ 16,766.75 | | \$ - | \$ - | (519.25) | |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | 2 | \$ 1,000.00 | | \$ - | \$ - | | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | | | \$ 200.00 | \$ - | | |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | \$ 1,000.00 | | \$ - | \$ - | | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | | |
| Site 3- South San Marcos Street from East Burton Street to East Carrie Manor | | | | | | | | | | | |
| Hmac Type D level up | 110 | TON | \$ 100.00 | \$ 11,000.00 | 110 | \$ 11,000.00 | | \$ - | \$ - | | |
| 2" HMAC type D pg64-16 | 795 | SY | \$ 16.75 | \$ 13,316.25 | 795 | \$ 13,316.25 | | \$ - | \$ - | | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | | |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | 2 | \$ 1,000.00 | | \$ - | \$ - | | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | | | \$ 200.00 | \$ - | | |
| Site 3-South San Marcos From East Carrie Manor to Railroad Tracks | | | | | | | | | | | |
| 12" single white stop bar | 3 | EA | \$ 200.00 | \$ 600.00 | 3 | \$ 600.00 | | \$ - | \$ - | | |
| 6" subgrade prep | 888 | SY | \$ 1.00 | \$ 888.00 | 800 | \$ 800.00 | | \$ - | \$ - | (88.00) | |
| excavation of existing street to subgrade | 320 | CY | \$ 17.50 | \$ 5,600.00 | 315 | \$ 5,512.50 | | \$ - | \$ - | (87.50) | |
| 12" flex base, including moisture treat and compaction | 960 | SY | \$ 37.00 | \$ 35,520.00 | 960 | \$ 35,520.00 | | \$ - | \$ - | | |
| 2" HMAC type D pg64-16 | 888 | SY | \$ 16.75 | \$ 14,874.00 | 888 | \$ 14,874.00 | | \$ - | \$ - | | |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | | | \$ - | \$ - | (1,000.00) | |
| driveway pavement joint | 3 | EA | \$ 500.00 | \$ 1,500.00 | 3 | \$ 1,500.00 | | \$ - | \$ - | | |
| Railroad Crossing Striping | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | | \$ 2,000.00 | \$ - | | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | | |
| Site 6-East Lane Avenue from Lexington St to North La Grange | | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 1692 | SY | \$ 16.75 | \$ 28,341.00 | 1325 | \$ 22,193.75 | | \$ - | \$ - | (6,147.25) | Used this item to handle paving at ww treatment plant parking since 1 block of lane removed (488 parking lot) |
| 12" single white stop bar | 4 | EA | \$ 200.00 | \$ 800.00 | | | | \$ 800.00 | \$ - | | total lane st=590 lf (298 west, 292 east), so prorated the square yards to get just the east lane value added to the 488 parking lot |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | 2 | \$ 100.00 | | \$ - | \$ - | (100.00) | |
| driveway pavement joint | 10 | EA | \$ 50.00 | \$ 500.00 | 0 | \$ - | | \$ - | \$ - | (500.00) | |
| Site 7-East Rector Street Between Burnet Street and La Grange Street | | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 741 | SY | \$ 16.75 | \$ 12,411.75 | 740 | \$ 12,395.00 | | \$ - | \$ - | (16.75) | |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 0 | \$ - | | \$ - | \$ - | (1,000.00) | handled in previous paving project |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | 2 | \$ 100.00 | | \$ - | \$ - | | |
| driveway pavement joint | 4 | EA | \$ 50.00 | \$ 200.00 | 0 | \$ - | | \$ - | \$ - | (200.00) | |
| Site 8-East Townes from Burnet Street to LaGrange Street | | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 769 | SY | \$ 16.75 | \$ 12,880.75 | 760 | \$ 12,730.00 | | \$ - | \$ - | (150.75) | |
| 12" single white stop bar | 2 | EA | \$ 200.00 | \$ 400.00 | | | | \$ 400.00 | \$ - | | |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | 2 | \$ 100.00 | | \$ - | \$ - | | |
| driveway pavement joint | 2 | EA | \$ 50.00 | \$ 100.00 | 0 | \$ - | | \$ - | \$ - | (100.00) | |
| Site 9-East Browning Street from Lexington to LaGrange Street | | | | | | | | | | | |
| 2" HMAC type D pg64-16 | 1650 | SY | \$ 16.75 | \$ 27,637.50 | 1650 | \$ 27,637.50 | | \$ - | \$ - | | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | | | \$ 200.00 | \$ - | | |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | 4 | \$ 200.00 | | \$ - | \$ - | | |
| driveway pavement joint | 6 | EA | \$ 50.00 | \$ 300.00 | 0 | \$ - | | \$ - | \$ - | (300.00) | |
| Total for Base Bid Items | | | | | | | | | | | |
| | | | | \$ 467,875.50 | | \$ 450,415.75 | | \$ 4,800.00 | \$ - | (12,659.75) | |
| Site #4-Alternate Bid A-Parsons Street from City Limits to North Bastrop | | | | | | | | | | | |
| traffic control plan | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | 0.5 | \$ 5,000.00 | 0.5 | \$ 5,000.00 | \$ - | | |
| 6" subgrade prep | 6344 | SY | \$ 1.00 | \$ 6,344.00 | | | | \$ 6,129.00 | \$ - | (215.00) | |
| excavation of existing street to subgrade | 2285 | CY | \$ 15.00 | \$ 34,275.00 | | | | \$ 33,150.00 | \$ - | (1,125.00) | |
| 12" flex base, including moisture treat and compaction | 6850 | SY | \$ 28.00 | \$ 191,800.00 | | | | \$ 184,800.00 | \$ - | (7,000.00) | |
| 2" HMAC type D pg64-16 | 6344 | SY | \$ 16.75 | \$ 106,262.00 | | | | \$ 106,195.00 | \$ - | (67.00) | |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | | \$ 2,000.00 | \$ - | | |
| new to existing pavement joints | 4 | EA | \$ 1,000.00 | \$ 4,000.00 | | | | \$ 4,000.00 | \$ - | | |
| driveway pavement joint | 22 | EA | \$ 50.00 | \$ 1,100.00 | | | | \$ 1,100.00 | \$ - | | |
| Site #4-Alternate Bid A-Parsons Street from North Bastrop to Lexington (mill and overlay) | | | | | | | | | | | |
| restriping of parsons street | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | | | | \$ 8,000.00 | \$ - | | |
| milling asphaltic concrete pavement | 2285 | SY | \$ 1.00 | \$ 2,285.00 | 1400 | \$ 1,400.00 | | \$ - | \$ - | (885.00) | removed pavement instead of the mill to give opportunity to regrade roadway |
| 2" HMAC type D pg64-16 | 2285 | SY | \$ 16.75 | \$ 38,273.75 | 1400 | \$ 23,450.00 | | \$ - | \$ - | (14,823.75) | |
| new to existing pavement joints | 2 | EA | \$ 500.00 | \$ 1,000.00 | 2 | \$ 1,000.00 | | \$ - | \$ - | | |
| driveway pavement joint | 8 | EA | \$ 250.00 | \$ 2,000.00 | 8 | \$ 2,000.00 | | \$ - | \$ - | | |
| Site #5-Alternate Bid B-Caldwell Street and Alley behind Duett's | | | | | | | | | | | |
| Wastewater manhole adjustment | 2 | EA | \$ 300.00 | \$ 600.00 | | | | \$ 600.00 | \$ - | | |
| 2" HMAC type D pg64-16 | 714 | SY | \$ 16.75 | \$ 11,959.50 | 1255 | \$ 21,021.25 | | \$ - | \$ - | 9,061.75 | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | | | | \$ 200.00 | \$ - | | |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | 2 | \$ 100.00 | | \$ - | \$ - | | |
| driveway pavement joint | 3 | EA | \$ 25.00 | \$ 75.00 | 3 | \$ 75.00 | | \$ - | \$ - | | |
| Total for Alternate Bid Items | | | | | | | | | | | |
| | | | | \$ 420,274.25 | | \$ 54,046.25 | | \$ 351,174.00 | \$ - | (15,054.00) | |
| Totals of Base Bid + Alternate Bid Items | | | | | | | | | | | |
| | | | | \$ 888,149.75 | | \$ 504,462.00 | | \$ 355,974.00 | \$ - | (27,713.75) | |

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: 5
PERIOD TO: 30-Sep-22
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS:

DISTRIBUTION TO:
OWNER YES VIA ENGINEER
ARCHITECT N/A
ENGINEER YES
CONTRACTOR files
FIELD NO
OTHER NO

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc
 PO BOX 116
 MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

| | |
|--|---------------|
| 1. ORIGINAL CONTRACT SUM | \$ 888,149.75 |
| 2. NET CHANGE BY CHANGE ORDERS | \$ (8,463.75) |
| 3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2) | \$ 879,686.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE | \$ 879,686.00 |
| 5: RETAINAGE | |
| 5 % OF COMPLETED WORK | \$ 43,984.30 |
| 5 % OF STORED MATERIAL | \$ - |
| TOTAL RETAINAGE | \$ 43,984.30 |
| 6. TOTAL EARNED LESS RETAINAGE | \$ 835,701.70 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ 817,414.20 |
| 8. CURRENT PAYMENT DUE | \$ 18,287.50 |
| 9. BALANCE TO FINISH INCLUDING RETAINAGE | \$ 43,984.30 |

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR:
 By: Bill Forsythe Date: 27-Apr-23

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 18,287.50
 (Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER
 By: Pauline M Gray Date: 5/1/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

| City of Manor 2020 Paving Improvements | | | | | | | | | | | |
|--|-------------|----------|------|--------------|----------------|--------------------------|-------------------|---------------|------------------|---------------------|----------------|
| Project Bid Items | | | | | | | | | | | |
| Item Description | Bid summary | quantity | Unit | Unit Price | Plan unit cost | Quantity Previous Period | Subtotal previous | Quantity this | Subtotal current | Over/Under original | Comments |
| | | | | | | | Pay Period | Pay Period | Pay Period | Estimate | |
| Base Bid Items | | | | | | | | | | | |
| Traffic control plan and controls | | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | | | 1 | \$ 10,000.00 | \$ - | \$ - |
| Project Sign including posts, installation and removal | | 2 | EA | \$ 1,500.00 | \$ 3,000.00 | | | 2 | \$ 3,000.00 | \$ - | \$ - |
| Site 1-North Caldwell from US 290 to West Townes St | | | | | | | | | | | |
| 12" single white stop bar | | 5 | EA | \$ 200.00 | \$ 1,000.00 | | | 5 | \$ 1,000.00 | \$ - | \$ - |
| 6" subgrade prep | | 3033 | SY | \$ 1.00 | \$ 3,033.00 | | | 2970 | \$ 2,970.00 | \$ - | \$ (63.00) |
| excavation of existing street to subgrade | | 1085 | CY | \$ 17.50 | \$ 18,987.50 | | | 1070 | \$ 18,725.00 | \$ - | \$ (262.50) |
| 12" flex base, including moisture treat and compaction | | 3280 | SY | \$ 37.00 | \$ 121,360.00 | | | 3230 | \$ 119,510.00 | \$ - | \$ (1,850.00) |
| 2" HMAc type D pgg4-16 | | 3033 | SY | \$ 16.75 | \$ 50,802.75 | | | 3000 | \$ 50,250.00 | \$ - | \$ (552.75) |
| Wastewater manhole adjustment | | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | 3 | \$ 3,000.00 | \$ - | \$ 1,000.00 |
| driveway pavement joint | | 11 | EA | \$ 500.00 | \$ 5,500.00 | | | 11 | \$ 5,500.00 | \$ - | \$ - |
| new to existing pavement joints | | 6 | EA | \$ 1,000.00 | \$ 6,000.00 | | | 6 | \$ 6,000.00 | \$ - | \$ - |
| Site 2-North Bastrop from US 290 to West Murray Avenue | | | | | | | | | | | |
| 6" subgrade prep | | 1032 | SY | \$ 1.00 | \$ 1,032.00 | | | 1015 | \$ 1,015.00 | \$ - | \$ (17.00) |
| excavation of existing street to subgrade | | 370 | CY | \$ 15.00 | \$ 5,550.00 | | | 360 | \$ 5,400.00 | \$ - | \$ (150.00) |
| 12" flex base, including moisture treat and compaction | | 1115 | SY | \$ 37.00 | \$ 41,255.00 | | | 1100 | \$ 40,700.00 | \$ - | \$ (555.00) |
| 2" HMAc type D pgg4-16 | | 1032 | SY | \$ 16.75 | \$ 17,286.00 | | | 1000 | \$ 16,766.75 | \$ - | \$ (519.25) |
| driveway pavement joint | | 2 | EA | \$ 500.00 | \$ 1,000.00 | | | 2 | \$ 1,000.00 | \$ - | \$ - |
| 12" single white stop bar | | 1 | EA | \$ 200.00 | \$ 200.00 | | | 1 | \$ 200.00 | \$ - | \$ - |
| Wastewater manhole adjustment | | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | | 1 | \$ 1,000.00 | \$ - | \$ - |
| new to existing pavement joints | | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | 2 | \$ 2,000.00 | \$ - | \$ - |
| Site 3-South San Marcos Street from East Burton Street to East Carrie Manor | | | | | | | | | | | |
| Hmac Type D level up | | 110 | TON | \$ 100.00 | \$ 11,000.00 | | | 110 | \$ 11,000.00 | \$ - | \$ - |
| 2" HMAc type D pgg4-16 | | 795 | SY | \$ 16.75 | \$ 13,316.25 | | | 795 | \$ 13,316.25 | \$ - | \$ - |
| new to existing pavement joints | | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | 2 | \$ 2,000.00 | \$ - | \$ - |
| driveway pavement joint | | 2 | EA | \$ 500.00 | \$ 1,000.00 | | | 2 | \$ 1,000.00 | \$ - | \$ - |
| 12" single white stop bar | | 1 | EA | \$ 200.00 | \$ 200.00 | | | 1 | \$ 200.00 | \$ - | \$ - |
| Site 3-South San Marcos From East Carrie Manor to Railroad Tracks | | | | | | | | | | | |
| 12" single white stop bar | | 3 | EA | \$ 200.00 | \$ 600.00 | | | 3 | \$ 600.00 | \$ - | \$ - |
| 6" subgrade prep | | 888 | SY | \$ 1.00 | \$ 888.00 | | | 800 | \$ 800.00 | \$ - | \$ (88.00) |
| excavation of existing street to subgrade | | 320 | CY | \$ 17.50 | \$ 5,600.00 | | | 315 | \$ 5,512.50 | \$ - | \$ (87.50) |
| 12" flex base, including moisture treat and compaction | | 960 | SY | \$ 37.00 | \$ 35,520.00 | | | 960 | \$ 35,520.00 | \$ - | \$ - |
| 2" HMAc type D pgg4-16 | | 888 | SY | \$ 16.75 | \$ 14,874.00 | | | 888 | \$ 14,874.00 | \$ - | \$ - |
| Wastewater manhole adjustment | | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | | 1 | \$ 1,000.00 | \$ - | \$ (1,000.00) |
| driveway pavement joint | | 2 | EA | \$ 500.00 | \$ 1,000.00 | | | 2 | \$ 1,000.00 | \$ - | \$ - |
| Railroad Crossing Striping | | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | 2 | \$ 2,000.00 | \$ - | \$ - |
| new to existing pavement joints | | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | 2 | \$ 2,000.00 | \$ - | \$ - |
| Site 6-East Lane Avenue from Lexington St to North La Grange | | | | | | | | | | | |
| 2" HMAc type D pgg4-16 | | 1692 | SY | \$ 16.75 | \$ 28,341.00 | | | 1325 | \$ 22,193.75 | \$ - | \$ (6,147.25) |
| 12" single white stop bar | | 4 | EA | \$ 200.00 | \$ 800.00 | | | 4 | \$ 800.00 | \$ - | \$ - |
| new to existing pavement joints | | 4 | EA | \$ 50.00 | \$ 200.00 | | | 2 | \$ 100.00 | \$ - | \$ (100.00) |
| driveway pavement joint | | 10 | EA | \$ 50.00 | \$ 500.00 | | | 10 | \$ 500.00 | \$ - | \$ (500.00) |
| Site 7-East Rector Street Between Burnet Street and La Grange Street | | | | | | | | | | | |
| 2" HMAc type D pgg4-16 | | 741 | SY | \$ 16.75 | \$ 12,411.75 | | | 740 | \$ 12,395.00 | \$ - | \$ (16.75) |
| Wastewater manhole adjustment | | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | | 0 | \$ - | \$ - | \$ (1,000.00) |
| new to existing pavement joints | | 2 | EA | \$ 50.00 | \$ 100.00 | | | 2 | \$ 100.00 | \$ - | \$ - |
| driveway pavement joint | | 4 | EA | \$ 50.00 | \$ 200.00 | | | 0 | \$ - | \$ - | \$ (200.00) |
| Site 8-East Townes from Burnet Street to LaGrange Street | | | | | | | | | | | |
| 2" HMAc type D pgg4-16 | | 769 | SY | \$ 16.75 | \$ 12,880.75 | | | 760 | \$ 12,730.00 | \$ - | \$ (150.75) |
| 12" single white stop bar | | 2 | EA | \$ 200.00 | \$ 400.00 | | | 2 | \$ 400.00 | \$ - | \$ - |
| new to existing pavement joints | | 2 | EA | \$ 50.00 | \$ 100.00 | | | 2 | \$ 100.00 | \$ - | \$ - |
| driveway pavement joint | | 2 | EA | \$ 50.00 | \$ 100.00 | | | 2 | \$ 100.00 | \$ - | \$ (100.00) |
| Site 9-East Browning Street from Lexington to LaGrange Street | | | | | | | | | | | |
| 2" HMAc type D pgg4-16 | | 1650 | SY | \$ 16.75 | \$ 27,637.50 | | | 1650 | \$ 27,637.50 | \$ - | \$ - |
| 12" single white stop bar | | 1 | EA | \$ 200.00 | \$ 200.00 | | | 1 | \$ 200.00 | \$ - | \$ - |
| new to existing pavement joints | | 4 | EA | \$ 50.00 | \$ 200.00 | | | 4 | \$ 200.00 | \$ - | \$ - |
| driveway pavement joint | | 6 | EA | \$ 50.00 | \$ 300.00 | | | 0 | \$ - | \$ - | \$ (300.00) |
| Total for Base Bid Items | | | | | \$ 467,875.50 | | | | \$ 455,215.75 | \$ - | \$ (12,659.75) |
| Site #4-Alternate Bid A-Parsons Street from City Limits to North Bastrop | | | | | | | | | | | |
| Traffic control plan | | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | | | 1 | \$ 10,000.00 | \$ - | \$ - |
| 6" subgrade prep | | 6344 | SY | \$ 1.00 | \$ 6,344.00 | | | 6129 | \$ 6,129.00 | \$ - | \$ (215.00) |
| excavation of existing street to subgrade | | 2285 | CY | \$ 15.00 | \$ 34,275.00 | | | 2210 | \$ 33,150.00 | \$ - | \$ (1,125.00) |
| 12" flex base, including moisture treat and compaction | | 6860 | SY | \$ 28.00 | \$ 191,880.00 | | | 6660 | \$ 184,800.00 | \$ - | \$ (7,080.00) |
| 2" HMAc type D pgg4-16 | | 6344 | SY | \$ 16.75 | \$ 106,262.00 | | | 6340 | \$ 106,195.00 | \$ - | \$ (67.00) |
| Wastewater manhole adjustment | | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | | 2 | \$ 2,000.00 | \$ - | \$ - |
| new to existing pavement joints | | 4 | EA | \$ 1,000.00 | \$ 4,000.00 | | | 4 | \$ 4,000.00 | \$ - | \$ - |
| driveway pavement joint | | 22 | EA | \$ 50.00 | \$ 1,100.00 | | | 22 | \$ 1,100.00 | \$ - | \$ - |
| Site #4-Alternate Bid A-Parsons Street from North Bastrop to Lexington (mill and overlay) | | | | | | | | | | | |
| resurficing of parsons street | | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | | | 1 | \$ 8,000.00 | \$ - | \$ - |
| millling asphaltic concrete pavement | | 2285 | SY | \$ 1.00 | \$ 2,285.00 | | | 1400 | \$ 1,400.00 | \$ - | \$ (885.00) |
| 2" HMAc type D pgg4-16 | | 2285 | SY | \$ 16.75 | \$ 38,273.75 | | | 1400 | \$ 23,450.00 | \$ - | \$ (14,823.75) |
| new to existing pavement joints | | 2 | EA | \$ 500.00 | \$ 1,000.00 | | | 2 | \$ 1,000.00 | \$ - | \$ - |
| driveway pavement joint | | 8 | EA | \$ 250.00 | \$ 2,000.00 | | | 8 | \$ 2,000.00 | \$ - | \$ - |
| Site #5-Alternate Bid B-Caldwell Street and Alley behind Duett's | | | | | | | | | | | |
| Wastewater manhole adjustment | | 2 | EA | \$ 300.00 | \$ 600.00 | | | 2 | \$ 600.00 | \$ - | \$ - |
| 2" HMAc type D pgg4-16 | | 714 | SY | \$ 16.75 | \$ 11,959.50 | | | 1250 | \$ 21,021.25 | \$ - | \$ 9,061.75 |
| 12" single white stop bar | | 1 | EA | \$ 200.00 | \$ 200.00 | | | 1 | \$ 200.00 | \$ - | \$ - |
| new to existing pavement joints | | 2 | EA | \$ 50.00 | \$ 100.00 | | | 2 | \$ 100.00 | \$ - | \$ - |
| driveway pavement joint | | 3 | EA | \$ 25.00 | \$ 75.00 | | | 3 | \$ 75.00 | \$ - | \$ - |
| Total for Alternate Bid Items | | | | | \$ 420,274.25 | | | | \$ 405,220.25 | \$ - | \$ (15,054.00) |
| Totals of Base Bid + Alternate Bid Items | | | | | \$ 888,149.75 | | | | \$ 860,436.00 | \$ - | \$ (27,713.75) |
| Net change by Change Order #1 | | | | | | | | | | | |
| | | | | | \$ (8,463.75) | | | | \$ 5,000.00 | | |
| | | | | | | | | | \$ 12,500.00 | | |
| | | | | | | | | | \$ 1,750.00 | | |
| Totals of Base Bid +Alternate Bid Items +Change Orders | | | | | \$ 879,686.00 | | | | \$ 860,436.00 | \$ - | \$ (19,250.00) |
| | | | | | | | | | \$ 19,250.00 | | \$ (27,713.75) |

Bill Forsythe

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: retainage
PERIOD TO: 30-Sep-22

DISTRIBUTION TO:

| | |
|-------------------|------------------|
| OWNER | YES VIA ENGINEER |
| ARCHITECT | N/A |
| ENGINEER | YES |
| CONTRACTOR | files |
| FIELD | NO |
| OTHER | NO |

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc
 PO BOX 116
 MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

| | |
|--|---------------|
| 1. ORIGINAL CONTRACT SUM | \$ 888,149.75 |
| 2. NET CHANGE BY CHANGE ORDERS | \$ (8,463.75) |
| 3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2) | \$ 879,686.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE | \$ 879,686.00 |
| 5: RETAINAGE | |
| 5 % OF COMPLETED WORK | |
| 5 % OF STORED MATERIAL | \$ - |
| TOTAL RETAINAGE | \$ - |
| 6. TOTAL EARNED LESS RETAINAGE | \$ 879,686.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ 835,701.70 |
| 8. CURRENT PAYMENT DUE | \$ 43,984.30 |
| 9. BALANCE TO FINISH INCLUDING RETAINAGE | \$ - |

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR:

By: Bill Forsythe Date: 27-Apr-23

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 43,984.30
 (Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER
 By: Pauline M Gray Date: 5/1/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

Retainage

| City of Manor 2020 Paving Improvements | | | | | | | | | | |
|--|----------------------|------|--------------|----------------|--------------------------|------------------------------|--------------------------|-----------------------------|------------------------------|---|
| Project Bid Items | | | | | | | | | | |
| Item Description | Bid summary quantity | Unit | Unit Price | Plan unit cost | Quantity Previous Period | Subtotal previous Pay Period | Quantity this Pay Period | Subtotal current Pay Period | Over/Under original Estimate | Comments |
| Base Bid Items | | | | | | | | | | |
| Traffic control plan and controls | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | | \$ 10,000.00 | | \$ - | \$ - | |
| Project Sign including posts, installation and removal | 2 | EA | \$ 1,500.00 | \$ 3,000.00 | | \$ 3,000.00 | | \$ - | \$ - | |
| Site 1-North Caldwell from US 290 to West Townes St | | | | | | | | | | |
| 12" single white stop bar | 5 | EA | \$ 200.00 | \$ 1,000.00 | | \$ 1,000.00 | | \$ - | \$ - | |
| 6" subgrade prep | 3033 | SY | \$ 1.00 | \$ 3,033.00 | 2970 | \$ 2,970.00 | | \$ - | \$ (63.00) | |
| excavation of existing street to subgrade | 1085 | CY | \$ 17.50 | \$ 18,987.50 | 1070 | \$ 18,725.00 | | \$ - | \$ (262.50) | |
| 12" flex base, including moisture treat and compaction | 3280 | SY | \$ 37.00 | \$ 121,360.00 | 3230 | \$ 119,510.00 | | \$ - | \$ (1,850.00) | |
| 2" HMAc type D pgg4-16 | 3033 | SY | \$ 16.75 | \$ 50,802.75 | 3000 | \$ 50,250.00 | | \$ - | \$ (552.75) | |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | | \$ 2,000.00 | | \$ - | \$ 1,000.00 | one by barbeque place, one just south of lane st, and another just north of townes |
| driveway pavement joint | 11 | EA | \$ 500.00 | \$ 5,500.00 | 11 | \$ 5,500.00 | | \$ - | \$ - | |
| new to existing pavement joints | 6 | EA | \$ 1,000.00 | \$ 6,000.00 | 6 | \$ 6,000.00 | | \$ - | \$ - | |
| Site 2-North Bastrop from US 290 to West Murray Avenue | | | | | | | | | | |
| 6" subgrade prep | 1032 | SY | \$ 1.00 | \$ 1,032.00 | 1015 | \$ 1,015.00 | | \$ - | \$ (17.00) | |
| excavation of existing street to subgrade | 370 | CY | \$ 15.00 | \$ 5,550.00 | 360 | \$ 5,400.00 | | \$ - | \$ (150.00) | |
| 12" flex base, including moisture treat and compaction | 1115 | SY | \$ 37.00 | \$ 41,235.00 | 1100 | \$ 40,700.00 | | \$ - | \$ (535.00) | |
| 2" HMAc type D pgg4-16 | 1032 | SY | \$ 16.75 | \$ 17,286.00 | 1000 | \$ 16,766.75 | | \$ - | \$ (519.25) | |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | 2 | \$ 1,000.00 | | \$ - | \$ - | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | 1 | \$ 200.00 | | \$ - | \$ - | |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | \$ 1,000.00 | | \$ - | \$ - | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | |
| Site 3-South San Marcos Street from East Burton Street to East Carrie Manor | | | | | | | | | | |
| Hmac Type D level up | 110 | TON | \$ 100.00 | \$ 11,000.00 | 110 | \$ 11,000.00 | | \$ - | \$ - | |
| 2" HMAc type D pgg4-16 | 795 | SY | \$ 16.75 | \$ 13,316.25 | 795 | \$ 13,316.25 | | \$ - | \$ - | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | |
| driveway pavement joint | 2 | EA | \$ 500.00 | \$ 1,000.00 | 2 | \$ 1,000.00 | | \$ - | \$ - | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | 1 | \$ 200.00 | | \$ - | \$ - | |
| Site 3-South San Marcos From East Carrie Manor to Railroad Tracks | | | | | | | | | | |
| 12" single white stop bar | 3 | EA | \$ 200.00 | \$ 600.00 | 3 | \$ 600.00 | | \$ - | \$ - | |
| 6" subgrade prep | 888 | SY | \$ 1.00 | \$ 888.00 | 800 | \$ 800.00 | | \$ - | \$ (88.00) | |
| excavation of existing street to subgrade | 320 | CY | \$ 17.50 | \$ 5,600.00 | 315 | \$ 5,512.50 | | \$ - | \$ (87.50) | |
| 12" flex base, including moisture treat and compaction | 960 | SY | \$ 37.00 | \$ 35,520.00 | 960 | \$ 35,520.00 | | \$ - | \$ - | |
| 2" HMAc type D pgg4-16 | 888 | SY | \$ 16.75 | \$ 14,874.00 | 888 | \$ 14,874.00 | | \$ - | \$ - | |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | | \$ - | | \$ - | \$ (1,000.00) | |
| driveway pavement joint | 3 | EA | \$ 500.00 | \$ 1,500.00 | 3 | \$ 1,500.00 | | \$ - | \$ - | |
| Railroad Crossing Striping | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | |
| new to existing pavement joints | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | |
| Site 6-East Lane Avenue from Lexington St to North La Grange | | | | | | | | | | |
| 2" HMAc type D pgg4-16 | 1692 | SY | \$ 16.75 | \$ 28,341.00 | 1325 | \$ 22,193.75 | | \$ - | \$ (6,147.25) | Used this item to handle paving at ww treatment plant parking since 1 block of lane removed (488 parking lot) |
| 12" single white stop bar | 4 | EA | \$ 200.00 | \$ 800.00 | 4 | \$ 800.00 | | \$ - | \$ - | total lane st +590 if (298 west, 292 east), so prorated the square yards to get just the east lane value added to the 488 parking lot |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | 2 | \$ 100.00 | | \$ - | \$ (100.00) | |
| driveway pavement joint | 10 | EA | \$ 50.00 | \$ 500.00 | 10 | \$ 500.00 | | \$ - | \$ (500.00) | |
| Site 7-East Rector Street Between Burnet Street and La Grange Street | | | | | | | | | | |
| 2" HMAc type D pgg4-16 | 741 | SY | \$ 16.75 | \$ 12,411.75 | 740 | \$ 12,395.00 | | \$ - | \$ (16.75) | |
| Wastewater manhole adjustment | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 0 | \$ - | | \$ - | \$ (1,000.00) | handled in previous paving project |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | 2 | \$ 100.00 | | \$ - | \$ - | |
| driveway pavement joint | 4 | EA | \$ 50.00 | \$ 200.00 | 0 | \$ - | | \$ - | \$ (200.00) | |
| Site 8-East Townes from Burnet Street to LaGrange Street | | | | | | | | | | |
| 2" HMAc type D pgg4-16 | 769 | SY | \$ 16.75 | \$ 12,880.75 | 760 | \$ 12,730.00 | | \$ - | \$ (150.75) | |
| 12" single white stop bar | 2 | EA | \$ 200.00 | \$ 400.00 | 2 | \$ 400.00 | | \$ - | \$ - | |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | 2 | \$ 100.00 | | \$ - | \$ - | |
| driveway pavement joint | 2 | EA | \$ 50.00 | \$ 100.00 | 0 | \$ - | | \$ - | \$ (100.00) | |
| Site 9-East Browning Street from Lexington to LaGrange Street | | | | | | | | | | |
| 2" HMAc type D pgg4-16 | 1650 | SY | \$ 16.75 | \$ 27,637.50 | 1650 | \$ 27,637.50 | | \$ - | \$ - | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | 1 | \$ 200.00 | | \$ - | \$ - | |
| new to existing pavement joints | 4 | EA | \$ 50.00 | \$ 200.00 | 4 | \$ 200.00 | | \$ - | \$ - | |
| driveway pavement joint | 6 | EA | \$ 50.00 | \$ 300.00 | 0 | \$ - | | \$ - | \$ (300.00) | |
| Total for Base Bid Items | | | | \$ 467,875.50 | | \$ 455,215.75 | | \$ - | \$ (12,659.75) | |
| Site #4-Alternate Bid A-Parsons Street from City Limits to North Bastrop | | | | | | | | | | |
| Traffic control plan | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | | \$ 10,000.00 | | \$ - | \$ - | |
| 6" subgrade prep | 6344 | SY | \$ 1.00 | \$ 6,344.00 | 6129 | \$ 6,129.00 | | \$ - | \$ (215.00) | |
| excavation of existing street to subgrade | 2285 | CY | \$ 15.00 | \$ 34,275.00 | 2210 | \$ 33,150.00 | | \$ - | \$ (1,125.00) | |
| 12" flex base, including moisture treat and compaction | 6860 | SY | \$ 28.00 | \$ 191,880.00 | 6660 | \$ 184,800.00 | | \$ - | \$ (7,080.00) | |
| 2" HMAc type D pgg4-16 | 6344 | SY | \$ 16.75 | \$ 106,262.00 | 6340 | \$ 106,105.00 | | \$ - | \$ (157.00) | |
| Wastewater manhole adjustment | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ - | \$ - | |
| new to existing pavement joints | 4 | EA | \$ 1,000.00 | \$ 4,000.00 | 4 | \$ 4,000.00 | | \$ - | \$ - | |
| driveway pavement joint | 22 | EA | \$ 50.00 | \$ 1,100.00 | 22 | \$ 1,100.00 | | \$ - | \$ - | |
| Site #4-Alternate Bid A-Parsons Street from North Bastrop to Lexington (mill and overlay) | | | | | | | | | | |
| resurficing of parsons street | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | | \$ 8,000.00 | | \$ - | \$ - | |
| millling asphaltic concrete pavement | 2285 | SY | \$ 1.00 | \$ 2,285.00 | 1400 | \$ 1,400.00 | | \$ - | \$ (885.00) | removed pavement instead of the mill to give opportunity to regrade roadway |
| 2" HMAc type D pgg4-16 | 2285 | SY | \$ 16.75 | \$ 38,273.75 | 1400 | \$ 23,450.00 | | \$ - | \$ (14,823.75) | |
| new to existing pavement joints | 2 | EA | \$ 500.00 | \$ 1,000.00 | 2 | \$ 1,000.00 | | \$ - | \$ - | |
| driveway pavement joint | 8 | EA | \$ 250.00 | \$ 2,000.00 | 8 | \$ 2,000.00 | | \$ - | \$ - | |
| Site #5-Alternate Bid B-Caldwell Street and Alley behind Duett's | | | | | | | | | | |
| Wastewater manhole adjustment | 2 | EA | \$ 300.00 | \$ 600.00 | 2 | \$ 600.00 | | \$ - | \$ - | |
| 2" HMAc type D pgg4-16 | 714 | SY | \$ 16.75 | \$ 11,959.50 | 1250 | \$ 21,021.25 | | \$ - | \$ 9,061.75 | |
| 12" single white stop bar | 1 | EA | \$ 200.00 | \$ 200.00 | 1 | \$ 200.00 | | \$ - | \$ - | |
| new to existing pavement joints | 2 | EA | \$ 50.00 | \$ 100.00 | 2 | \$ 100.00 | | \$ - | \$ - | |
| driveway pavement joint | 3 | EA | \$ 25.00 | \$ 75.00 | 3 | \$ 75.00 | | \$ - | \$ - | |
| Total for Alternate Bid Items | | | | \$ 420,274.25 | | \$ 405,220.25 | | \$ - | \$ (15,054.00) | |
| Totals of Base Bid + Alternate Bid Items | | | | \$ 888,149.75 | | \$ 860,436.00 | | \$ - | \$ (27,713.75) | |
| Net change by Change Order #1 | | | | | | | | | | |
| | | | | \$ (8,463.75) | | | | \$ 5,000.00 | | |
| | | | | | | | | \$ 12,500.00 | | |
| | | | | | | | | \$ 1,750.00 | | |
| Totals of Base Bid +Alternate Bid Items +Change Orders | | | | \$ 879,686.00 | | \$ 860,436.00 | | \$ - | \$ 19,250.00 | \$ (27,713.75) |

Bill Forsythe



1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

CHANGE ORDER

ORDER NO.: 1
DATE: March 24, 2023
AGREEMENT DATE: April 7, 2022

NAME OF PROJECT: FY2021 Capital Metro Paving Improvements

OWNER: City of Manor

CONTRACTOR: Forsythe Brothers Infrastructure, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

- Item No. 1 – Remove 63 SY from Bid Item No. 4 – 6" subgrade prep @ \$1.00/SY
- Item No. 2 – Remove 15 CY from Bid Item No. 5 – excavation of existing street @ \$17.50/CY
- Item No. 3 – Remove 50 SY from Bid Item No. 6 – 12" flexible base @ \$37.00/SY
- Item No. 4 – Remove 33 SY from Bid Item No. 7 – 2" HMAC Type D @ \$16.75/SY
- Item No. 5 – Add 1 EA from Bid Item No. 8 – Wastewater manhole adjustment @ \$1,000.00/EA
- Item No. 6 – Remove 17 SY from Bid Item No. 11 – 6" subgrade prep @ \$1.00/SY
- Item No. 7 – Remove 10 CY from Bid Item No. 12 – excavation of existing street @ \$15.00/CY
- Item No. 8 – Remove 15 SY from Bid Item No. 13 – 12" Flexible base @ \$37.00/SY
- Item No. 9 – Remove 31 SY from Bid Item No. 14 – 2" HMAC @ \$16.75/SY
- Item No. 10 – Remove 88 SY from Bid Item No. 25 – 6" subgrade prep @ \$1.00/SY
- Item No. 11 – Remove 5 CY from Bid Item No. 26 – Excavation of existing street @ \$17.50/CY
- Item No. 12 – Remove 1 EA from Bid Item No. 29 – Manhole adjustment @ \$1,000.00/EA
- Item No. 13 – Remove 367 SY from Bid Item No. 33 – 2" HMAC @ \$16.75/SY
- Item No. 14 – Remove 2 EA from Bid Item No. 35 – New to existing pavement joints @ \$50.00/EA
- Item No. 15 – Remove 10 EA from Bid Item No. 36 – Driveway pavement joints @ \$50.00/EA
- Item No. 16 – Remove 1 SY from Bid Item No. 37 – 2" HMAC @ \$16.75/SY
- Item No. 17 – Remove 1 EA from Bid Item No. 38 – Wastewater manhole adjustment @ \$1,000.00/EA
- Item No. 18 – Remove 4 EA from Bid Item No. 40 – driveway pavement joint @ \$50.00/EA
- Item No. 19 – Remove 9 SY from Bid Item No. 41- 2" HMAC @ \$16.75/SY
- Item No. 20 – Remove 2 EA from Bid Item No. 44 – Driveway Pavement Joint @ \$50.00/EA
- Item No. 21 – Remove 6 EA from Bid Item No. 48 – driveway pavement joint @ \$50.00/EA
- Item No. 22 – Remove 215 SY from Bid Item No. A-2 – 6" subgrade prep @ \$1.00/SY
- Item No. 23 – Remove 75 CY from Bid Item No. A-3 – excavation of existing street @ \$15.00/CY
- Item No. 24 – Remove 250 SY of Bid Item No. A-4 – 12" flex base @ \$28.00/SY
- Item No. 25 – Remove 4 SY of Bid Item No. A-5 – 2" HMAC @ \$16.75/SY
- Item No. 26 – Remove 885 SY of Bid Item No. A-10 – Milling asphalt concrete pavement @ \$1.00/SY
- Item No. 27 – Remove 885 SY of Bid Item No. A-11 – 2" HMAC @ \$16.75/SY
- Item No. 28 – Add 541 SY of 2" HMAC to Bid Item No. B-2 – 2" HMAC @ \$16.75/SY
- Item No. 29 – CO1.1 – Add 1 LS of work on East Lane to perform grading and base work prior to paving @ \$5,000.00/LS
- Item No. 30 – CO1.2 – Add 1 LS additional work and base transport for alley behind Duett's @ \$12,500.00/LS

Item No. 31 – CO1.2 – Add 1 EA driveway cut for Duett Property @ \$1,750.00.

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$888,149.75

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$888,149.75

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$8,463.75

New CONTRACT PRICE including this CHANGE ORDER will be: \$879,686.00

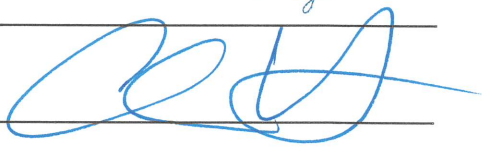
3. Change to CONTRACT TIME:

No change to contract time.

Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Pauline M. Gray, P.E. Signed: 
Engineer

Ordered by: _____ Signed: 
Dr. Christopher Harvey, Mayor
Owner City of Manor

Accepted by: Forsythe Brothers Infrastructure, LLC Signed: 
Contractor



SEPARATION OF COSTS

Pursuant to the Instructions to Bidders, the proposal of the undersigned that has been submitted for performing this contract in full is hereby segregated as follows:

| | |
|--|----------|
| The amount of this bid that is charged for Skill and labor is: | 205,000 |
| | \$ _____ |

| | |
|--|----------|
| The amount of this bid that is charged for materials and tangible personal property (not less than the actual cost of such materials) is | 674,686 |
| | \$ _____ |

| | |
|--------------|------------|
| TOTAL | 879,686.00 |
| | \$ _____ |

Bill Joseph
Contractor Signature

(Note: This form to be completed only by lowest responsible bidder after he has been selected)

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF Travis

Date: 4.25.23

Owner: City of Manor

Contractor/Material
Provider ("Affiant"): Forsythe Brothers Infrastructure, LLC

Project: City of Manor 2021 Paving

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 25 day of April, 2023.

AFFIANT:

Signature: Bill Forsythe

Typed Name: Bill Forsythe

Title: member

Initialed: BF

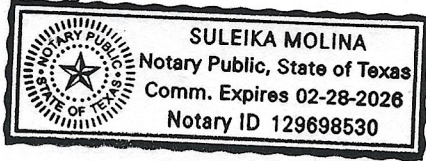
STATE OF TEXAS

COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Bill Forsythe known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of April, 2023.

[SEAL]



Suleika Molina
Notary in and for the State of Texas

Name: Suleika Molina

My commission expires: 02/28/2026

Initialed: B-7

















