

THIS AGREEMENT is dated as of the 9th day of December of the year 2024 by and between CITY OF NEW BRAUNFELS (the “City”) and NEW BRAUNFELS UTILITIES (“NBU”) (collectively Owners) and Capital Excavation Company (Contractor).

Owners and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents as listed below:

- The Contract Agreement
- Standard General Conditions of the Contract
- Special Specifications and Provisions
- Payment Bond
- Performance Bond
- Warranty Bond (if requested by Owners)
- Plans and Standard Specifications

ARTICLE 2 - THE PROJECT

- 2.01 Project Title: Goodwin Conrads Roadway Widening & Utility Adjustment Project
- 2.02 Construction of Goodwin Conrads includes removing the existing two-lane roadway and replacing with a three lane roadway, curb, sidewalks, shared use path, underground drainage and a span bridge across Alligator Creek. The utility scope consist of, but not limited to, sewer main line adjustments, sewer manhole installations, waterline adjustments and waterline valve adjustments. Two-way traffic shall be maintained and ensuring ingress/egress to all neighborhoods, residential and commercial properties throughout the duration of the project. Contractor shall follow the sequence of work detailed in the plan sheets.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by the following engineers:

- Design Engineer
KFW
3421 Paesanos Parkway
San Antonio, TX 78231
(210) 979-8444

- Design Engineer during bidding and construction
Freese and Nichols, Inc
9601 Mc Allister Freeway, Suite 1008
San Antonio, Texas 78261
(210) 298-3898

- Design Engineer for wastewater and water utility improvements
Utility Engineering Group, PLLC
191 N. Union Ave

New Braunfels, TX 78130
(830) 214-0521

(Engineers), who is to act as owner's representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. Time is of the essence in all phases of the Work and performance of obligations owed by the Contractor to the Owners as stated in the Agreement and the Contract Documents. All time limits for Milestones, if any, Substantial Completion, and completion and **readiness for final payment** as stated in the Contract Documents are of the essence of the Contract. It is specifically understood and agreed by and between Owners and Contractor that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **730** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **760** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owners recognize that time is of the essence of this Agreement and that Owners will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owners if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owners and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owners One Thousand Two Hundred Eighty-five Dollars (**\$1,285.00**) per day for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owners, Contractor shall pay Owners One Thousand Two Hundred Eighty-five Dollars (**\$1,285.00**) per day for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Special Damages

A. In addition to the amount provided for in liquidated damages, Contractor shall reimburse Owners (1) for any fines or penalties imposed on Owners as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owners for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owners for the actual costs reasonably incurred by Owners for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

4.05 Claims for Additional Time

A. Contractor shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. Contractor shall bear the entire economic risk of all weather delays and disruptions and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical number of Weather Days per calendar month is as follows, based upon regional weather data from the National Weather Service or NOAA:

Average Weather Days per Month											
Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
(4)	(4)	(4)	(3)	(5)	(6)	(4)	(3)	(4)	(4)	(4)	(4)

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement.

B. Requests for an extension of time pursuant to this subsection shall be promptly submitted to Owners in accordance with Article 10 of Section 6 of the Project Manual General Conditions. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents.

4.06 Performance and Payment Bonds

Performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance or payment of all Contractors' obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by Owner pursuant to applicable law.

Bonds must be issued before this project can proceed and shall be delivered the City of New Braunfels, attention Procurement Office.

ARTICLE 5 - CONTRACT PRICE

5.01 Owners shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices states in the Contractor's Bid Form, attached hereto as Exhibit B.
- B. The Extended Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Section 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer. Adjustments in the Extended Price following the Engineer's determination shall be memorialized as final adjusted Extended Prices on the approved Schedule of Values to be included with the Contractor's pay applications.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Supplemental Conditions (if applicable). Contractor delivers to Owners a Full and Final Release and Affidavit of Bills Paid in the form attached hereto as Attachment No. 1, executed by Contractor.

Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owners shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided herein:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owners may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95% (percent) of Work completed.
 - b. 95% (percent) of cost of materials and equipment not incorporated in the Work.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owners shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 To induce Owners to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related

- data identified in the Proposal Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Proposal Documents, and safety precautions and programs incident thereto.
 - E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owners and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - MISCELLANEOUS

8.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

8.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns

- A. Owners and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owners and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Governing Law*

- A. The Contract shall be governed by the law of the state of Texas without regard to its conflict of law principles.

8.06 *Venue*

- A. This Agreement is entered into and performed in Comal County, Texas, and the Contractor and the Owners agree that mandatory venue for any legal action related to this contract shall be in the District Courts of Comal County, Texas.

8.07 *Indemnity Against Loss*

- A. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY OF NEW BRAUNFELS AND NEW BRAUNFELS UTILITIES, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ALL PERSONS, INCLUDING EMPLOYEES OF THE CONTRACTOR OR ANY OF ITS CONSULTANTS, WHICH MAY ARISE FROM ANY NEGLIGENT ACT, ERROR OR OMISSION, ON THE PART OF THE CONTRACTOR, ITS EMPLOYEES, AGENTS, AND CONSULTANTS, PURSUANT TO THIS CONTRACT.
- B. THE OWNERS DO NOT ASSUME ANY LIABILITY TO THIRD PERSONS, NOR WILL THE OWNERS REIMBURSE THE CONTRACTOR FOR ITS LIABILITY TO A THIRD PERSON, WITH RESPECT TO LOSS DUE TO DEATH, BODILY INJURY, OR DAMAGE TO PROPERTY RESULTING IN ANY WAY FROM THE PERFORMANCE OF THIS CONTRACT OR ANY SUBCONTRACT HEREUNDER, AND CONTRACTOR FURTHER AGREES TO PROVIDE THE DEFENSE FOR, AND INDEMNIFY AND HOLD HARMLESS OWNERS FROM ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND LIABILITY, ARISING IN CONNECTION WITH THIS CONTRACT.

8.08 *Prohibition on Contracts with Companies Boycotting Israel*

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott Israel" means

refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

8.09 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited

- A. The Contractor represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

- B. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Contractor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

8.10 Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia

- A. If the Contractor is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Contractor represents the following:

1. it is not owned by or the majority of stock or other ownership interest in the Contractor is not held or controlled by:
 - a. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended (“designated country”); or
 - b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

- B. The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has

the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

8.11 Prohibition on Contracts with Companies Boycotting Energy Companies

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

8.12 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

8.13 *Electronic Signatures (this section is omitted)*

8.14 Texas Public Information Act

- A. The Contractor recognizes that this Project is publicly owned, and the Owners is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owners, to cooperate with the Owners for any particular needs or obligations arising out of the owner’s obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the owner’s audit rights.
- B. This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owners or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owners in a fiscal year of NBU (the Owners).

- C. The Contractor must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Owners for the duration of the Agreement; (2) promptly provide to the Owners any contracting information related to the Agreement that is in the custody or possession of the Construction Manager on request of the Owners; and (3) on completion of the Agreement, either:
 - i. provide at no cost to the Owners all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
 - ii. preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owners.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

ARTICLE 9 - INSURANCE

9.01 *Evidence of Contractor's Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owners, Contractor shall also deliver to Owners, with copies to each named insured and additional insured, the certificates and other evidence of insurance required to be provided by Contractor in accordance with the Insurance Rider that is Exhibit A to this Agreement. Evidence of insurance is attached as Exhibit B to this Agreement.

Exhibit A – Insurance Rider

Exhibit B – Evidence of Insurance

Exhibit C – Contractor's Bid Form

IN WITNESS WHEREOF, Owners and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owners and Contractor. All portions of the Contract Documents have been signed or identified by Owners and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

Next Page for Signatures

OWNERS:

CITY OF NEW BRAUNFELS

By: _____

Printed Name: Robert Camareno
Title: City Manager

Attest: _____

Title: _____

Address for giving notices:

NEW BRAUNFELS UTILITIES

By: _____

Printed Name: Ryan Kelso
Title: Chief Executive Officer

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attached evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Capital Excavation Co

By James E. Bradley C.E.O.

Printed Name: James E. Bradley

Title: C.E.O.

[CORPORATE SEAL]

Attest: Diana Delalosa

Title: HR Administrator

Address for giving notices:

2967 Business Park Dr

Buda TX 78610

License No.: _____
(Where Applicable)

Agent for service or process:

Scott Budd

Rev. 10/2022



(If Contractor is a corporation or a partnership, attach evidence or authority to sign.)

END OF DOCUMENT



P. O. Box 1301, Austin, TX 78767

RESOLUTION OF CORPORATE AUTHORITY

I, Jes Taylor, the undersigned Secretary of Capital Excavation Company the "Corporation" hereby certify that:

The Corporation is duly organized and existing under the laws of the State of Texas. The following is a true and accurate transcript of a Resolution adopted at the January 1, 2024 Board meeting. The Corporation's Board of Directors adopted the Resolution, which is contained in the Corporation's minute book, at a duly authorized board meeting. A quorum of the Corporation's Board of Directors was present at the entire board meeting and all actions taken at the meeting complied with the Corporation's charter and by-laws. The Resolution has not been amended or revoked as of the date signed below, and remains in full force and effect.


Resolved that:

James E. Bradley	CEO
James C. Bradley	President
Scott Budd	Vice President

Of Capital Excavation Company are empowered to sign any and all documents on behalf of said Corporation.

Resolved, that all transactions involving a contract signed by the CEO, President, Vice President or any other authorized officer of the Corporation, in its name and for its account, prior to adoption of these resolutions, are hereby ratified and approved for all purposes.

Signed and sealed on March 6, 2024.


Secretary

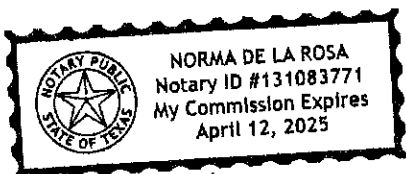
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HAYS

Before me, Norma De Lalosa the undersigned Notary Public of the State of Texas, on this day personally appeared Jes Taylor known to me or proved to me through TDL# 25895711, to be person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 6th day of March, 2024.

SEAL



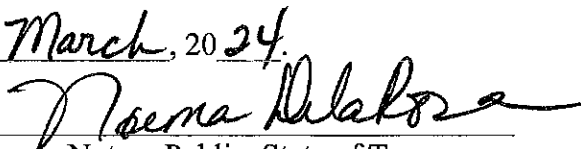

Notary Public, State of Texas

Exhibit A – Insurance Rider



**City of New Braunfels
Insurance Requirements
Construction and/or Renovation**

INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name City of New Braunfels and New Braunfels Utilities as additional insured/or an insured, as its interests may appear.
- (ii) Provide City of New Braunfels and New Braunfels Utilities a waiver of subrogation.
- (iii) Provide City of New Braunfels with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- (iv) Provide the City Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award.

Submit a certificate of insurance reflecting the following coverages.

Submit a certificate of insurance reflecting coverage as follows:

a. Automobile Liability:

Bodily Injury (Each person)	-	\$1,000,000.00
Bodily Injury (Each accident)	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00

b. General Liability (Including Contractual Liability):

Bodily Injury	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00
Aggregate	-	\$2,000,000.00

c. Excess Liability:

Umbrella Form	-	\$5,000,000.00
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d. Builders' Risk:

- Not Required for this Project

e. Worker's Compensation:

- Statutory

Or Employer's Liability Insurance:

Each Accident	-	\$1,000,000.00
Disease each employee	-	\$1,000,000.00
Policy Limit	-	\$1,000,000.00

Exhibit B – Contractors Evidence of Insurance

[Name of Contractor]

(Insert Certificate of Insurance Here)

Exhibit C – Contractor’s Bid Response Form

NB 19-002 - GOODWIN/CONRADS LANE
EXHIBIT 1 COST PROPOSAL

CITY - ROADWAY IMPROVEMENTS PROPOSAL - GOODWIN/CONRADS LANE

The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.

Item No.	TXDOT Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	100-6002	PREPARING ROW	STA	134.50	\$ 5,500.00	\$ 739,750.00
2	110-6001	EXCAVATION (ROADWAY)	CY	33902.00	\$ 21.00	\$ 711,942.00
3	110-6002	EXCAVATION (CHANNEL)	CY	19131.00	\$ 12.25	\$ 234,354.75
4	110-6003	EXCAVATION (SPECIAL)	CY	199.00	\$ 23.21	\$ 4,618.79
5	132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	16149.00	\$ 27.90	\$ 450,557.10
6	160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	34567.00	\$ 3.60	\$ 124,441.20
7	164-6003	BROADCAST SEED (PERM)(RURAL)(CLAY)	SY	34567.00	\$ 0.15	\$ 5,185.05
8	168-6001	VEGTATIVE WATERING	MG	776.00	\$ 42.85	\$ 33,251.60
9	247-6501	FL BS (CMP IN PLC)(TYA GR1-2) GOODWIN LN. (17")	SY	49279.00	\$ 21.00	\$ 1,034,859.00
10	247-6502	FL BS (CMP IN PLC)(TYA GR1-2) CONRADS LN. (20")	SY	11537.00	\$ 27.20	\$ 313,806.40
11	260-6011	LIME TRT (EXST MATL) (12")	SY	60781.00	\$ 5.50	\$ 334,295.50
12	260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	1216.00	\$ 305.00	\$ 370,880.00
13	310-6009	PRIME COAT (MC-30)	GAL	5804.00	\$ 4.00	\$ 23,216.00
14	340-6050	D-GR HMA(SQ) TY-C PG70-22 (3")	SY	58054.00	\$ 18.08	\$ 1,049,616.32
15	340-6138	D-GR HMA(SQ) TY-D PG76-22 (2")	SY	58054.00	\$ 12.87	\$ 747,154.98
16	340-6272	TACK COAT	GAL	11612.00	\$ 3.20	\$ 37,158.40
17	400-6003	STRUCT EXCAV (PIPE)	CY	7464.00	\$ 1.20	\$ 8,956.80
18	400-6005	CEM STABIL BKFL	CY	153.00	\$ 214.00	\$ 32,742.00
19	401-6001	FLOWABLE BACKFILL	CY	530.00	\$ 170.00	\$ 90,100.00
20	402-6001	TRENCH EXCAVATION PROTECTION	LF	3396.00	\$ 6.95	\$ 23,602.20
21	416-6001	DRILL SHAFT (18 IN)	LF	124.00	\$ 290.00	\$ 36,960.00
22	416-6004	DRILL SHAFT (36 IN)	LF	1070.00	\$ 280.00	\$ 299,600.00
23	420-6009	CL A CONC (COLLAR)	EA	125.00	\$ 740.00	\$ 92,500.00
24	420-6013	CL C CONC (ABUT)	CY	60.00	\$ 1,380.00	\$ 82,800.00
25	420-6029	CL C CONC (CAP)	CY	111.00	\$ 1,410.00	\$ 156,510.00
26	420-6037	CL C CONC (COLUMN)	CY	50.00	\$ 1,760.00	\$ 88,000.00
27	420-6054	CL C CONC (HEADWALL)	CY	39.00	\$ 1,410.00	\$ 54,990.00
28	420-6057	CL C CONC (WINGWALLS)	CY	12.00	\$ 1,390.00	\$ 16,680.00
29	420-6074	CL C CONC (MISC) RDWY/DRWY MITERED CONC.	CY	48.00	\$ 1,780.00	\$ 85,440.00
30	420-6133	CL A CONC (CHANNEL LINING)	CY	520.00	\$ 730.00	\$ 379,600.00
31	420-8000	CLASS A CONC (CONCRETE TRICKLE CHANNEL)	CY	4.00	\$ 1,200.00	\$ 4,800.00
32	422-6001	REINF CONC SLAB	SF	17820.00	\$ 21.50	\$ 383,130.00
33	422-6013	BRIDGE SIDEWALK	SF	7800.00	\$ 11.35	\$ 88,530.00
34	422-6015	APPROACH SLAB	CY	76.00	\$ 850.00	\$ 64,600.00
35	423-6008	RETAINING WALL (CAST - IN - PLACE)	SF	522.00	\$ 135.00	\$ 70,470.00
36	425-6036	PRESTR CONC GIRDER (TX34)	LF	2142.00	\$ 160.00	\$ 342,720.00

NB 19-002 - GOODWIN/CONRAD LANE
EXHIBIT 1 COST PROPOSAL

37	432-6002	RIPRAP (CONC)(5 IN)	CY	173.00	\$ 590.00	\$ 102,070.00
38	432-6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	149.00	\$ 320.00	\$ 47,680.00
39	442-6007	STR STEEL (MISC NON - BRIDGE)	LB	701.00	\$ 24.50	\$ 17,174.50
40	450-6018	RAIL (TY T631)(TL-3)	LF	329.00	\$ 118.00	\$ 38,822.00
41	450-6030	RAIL (TY C221)	LF	772.00	\$ 152.00	\$ 117,344.00
42	450-6048	RAIL (HANDRAIL)(TY B)	LF	350.00	\$ 110.00	\$ 38,500.00
43	450-6052	RAIL (HANDRAIL)(TY F)	LF	1240.00	\$ 156.00	\$ 193,440.00
44	454-6018	SEALED EXPANSION JOINT (4 IN) (SEJ - M)	LF	94.00	\$ 360.00	\$ 33,840.00
45	459-6010	GABION MATTRESSES (GALV) (6 IN)	SY	755.00	\$ 103.00	\$ 77,765.00
46	462-6001	CONC BOX CULV (3 FT X 2 FT)	LF	35.00	\$ 410.00	\$ 14,350.00
47	462-6002	CONC BOX CULV (3 FT X 3 FT)	LF	1372.00	\$ 360.00	\$ 493,920.00
48	462-6003	CONC BOX CULV (4 FT X 2 FT)	LF	438.00	\$ 370.00	\$ 162,060.00
49	462-6004	CONC BOX CULV (4 FT X 3 FT)	LF	421.00	\$ 420.00	\$ 176,820.00
50	462-6005	CONC BOX CULV (4 FT X 4 FT)	LF	377.00	\$ 460.00	\$ 173,420.00
51	462-6008	CONC BOX CULV (5 FT X 4 FT)	LF	766.00	\$ 450.00	\$ 344,700.00
52	462-6010	CONC BOX CULV (6 FT X 3 FT)	LF	1507.00	\$ 500.00	\$ 753,500.00
53	462-6011	CONC BOX CULV (6 FT X 4 FT)	LF	822.00	\$ 660.00	\$ 542,520.00
54	462-6020	CONC BOX CULV (8 FT X 5 FT)	LF	424.00	\$ 850.00	\$ 360,400.00
55	462-6099	CONC BOX CULV (6 FT X 2 FT)	LF	483.00	\$ 560.00	\$ 270,480.00
56	462-6109	CONC BOX CULV (8 FT X 3 FT)(EXTEND)	LF	14.00	\$ 1,570.00	\$ 21,980.00
57	462-6159	CONC BOX CULV (9FT X 4FT)	LF	326.00	\$ 970.00	\$ 316,220.00
58	464-6003	RC PIPE (CL III)(18 IN)	LF	247.00	\$ 128.00	\$ 31,616.00
59	464-6005	RC PIPE (CL III)(24 IN)	LF	2988.00	\$ 135.00	\$ 403,380.00
60	464-6007	RC PIPE (CL III)(30 IN)	LF	81.00	\$ 182.00	\$ 14,742.00
61	464-6008	RC PIPE (CL III)(36 IN)	LF	495.00	\$ 202.00	\$ 99,990.00
62	465-6002	MANH (COMPL)(PRM)(48IN)	EA	13.00	\$ 5,200.00	\$ 67,600.00
63	465-6006	JCTBOX(COMPL)(PJB)(4FTX4FT)	EA	6.00	\$ 8,700.00	\$ 52,200.00
64	465-6009	JCTBOX(COMPL)(PJB)(5FTX5FT)	EA	2.00	\$ 11,400.00	\$ 22,800.00
65	465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EA	4.00	\$ 15,100.00	\$ 60,400.00
66	465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EA	3.00	\$ 20,100.00	\$ 60,300.00
67	465-6022	INLET (COMPL)(PCO)(5FT)(LEFT)	EA	19.00	\$ 12,000.00	\$ 228,000.00
68	465-6023	INLET (COMPL)(PCO)(5FT)(RIGHT)	EA	16.00	\$ 12,000.00	\$ 192,000.00
69	465-6024	INLET (COMPL)(PCO)(5FT)(BOTH)	EA	8.00	\$ 13,500.00	\$ 108,000.00
70	465-6153	INLET (COMPL)(PAZD)(SL)(4FTX4FT) 4-WAY	EA	7.00	\$ 5,100.00	\$ 35,700.00
71	465-6154	INLET (COMPL)(PAZD)(SL)(5FTX5FT) 4-WAY	EA	3.00	\$ 6,600.00	\$ 19,800.00
72	465-6154	INLET (COMPL)(PAZD)(SL)(6FTX6FT) 4-WAY	EA	1.00	\$ 10,100.00	\$ 10,100.00
73	465-6390	INLET (COMPL)(PAZD)(SL) 4FT X 10FT 4-WAY	EA	1.00	\$ 11,800.00	\$ 11,800.00
74	465-6526	JUNCT BOX (COMPL)(JB)(7FT X 7FT)(FTW)	EA	4.00	\$ 15,600.00	\$ 62,400.00
75	465-6557	INLET (CURB)(SPL) SIDEWALK BOX	EA	5.00	\$ 8,500.00	\$ 42,500.00
76	465-6582	JCT BOX (COMPL)(CIP)(9FTX9FT)	EA	1.00	\$ 22,200.00	\$ 22,200.00

NB 19-002 - GOODWIN/CONRADS LANE
EXHIBIT 1 COST PROPOSAL

77	465-6670	JCT BOX (COMPL)(SPL) 10FT X 10FT	EA	1.00	\$ 41,000.00	\$ 41,000.00
78	465-6671	JCT BOX (COMPL)(SPL) 12FT X 12FT	EA	1.00	\$ 64,000.00	\$ 64,000.00
79	500-6001	MOBILIZATION	LS	1.00	\$ 2,200,000.00	\$ 2,200,000.00
80	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	24.00	\$ 7,500.00	\$ 180,000.00
81	506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	731.00	\$ 37.30	\$ 27,266.30
82	506-6011	ROCK FILTER DAMS (REMOVE)	LF	731.00	\$ 8.50	\$ 6,213.50
83	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	834.00	\$ 18.90	\$ 15,762.60
84	506-6024	CONSTRUCTION EXITS (REMOVE)	SY	834.00	\$ 5.10	\$ 4,253.40
85	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	12,108.00	\$ 3.60	\$ 43,588.80
86	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	12,108.00	\$ 0.25	\$ 3,027.00
87	506-6047	TEMP SDMT CONT FENCE (INLET PROTECTION)	LF	1,614.00	\$ 4.60	\$ 7,424.40
88	508-6004	CONSTRUCTING DETOURS (TY 2)	SY	37,915.00	\$ 54.20	\$ 2,054,993.00
89	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	2,520.00	\$ 19.51	\$ 49,165.20
90	512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	480.00	\$ 19.51	\$ 9,364.80
91	512-6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	10,370.00	\$ 9.70	\$ 100,589.00
92	512-6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	1,880.00	\$ 9.70	\$ 18,236.00
93	512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	2,520.00	\$ 19.51	\$ 49,165.20
94	512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	480.00	\$ 19.51	\$ 9,364.80
95	528-6001	COLORED TEXTURED CONC (4") HARDSCAPING	SY	1,108.00	\$ 108.00	\$ 119,664.00
96	529-6036	CONCRETE CURB (SPECIAL) HEADER CURB	LF	26,933.00	\$ 44.65	\$ 1,202,558.45
97	530-6004	DRIVEWAYS (CONC)	SY	3,447.00	\$ 143.00	\$ 492,921.00
98	531-6002	CONC SIDEWALKS (5")	SY	17,486.00	\$ 62.10	\$ 1,085,880.60
99	531-6004	CURB RAMPS (TY II)	EA	2.00	\$ 1,650.00	\$ 3,300.00
100	531-6005	CURB RAMPS (TY II)	EA	24.00	\$ 2,430.00	\$ 58,320.00
101	531-6009	CURB RAMPS (TY VI)	EA	6.00	\$ 1,660.00	\$ 9,960.00
102	531-6010	CURB RAMPS (TY VII)	EA	14.00	\$ 1,630.00	\$ 22,820.00
103	531-6013	CURB RAMPS (TY X)	EA	10.00	\$ 4,230.00	\$ 42,300.00
104	540-6003	MTL THRIE-BEAM GD FEN (TIM POST)	LF	1,084.00	\$ 26.90	\$ 29,159.60
105	544-6009	GUARDRAIL END TRTMNT(RETRO)(WOOD POST)	EA	12.00	\$ 3,610.00	\$ 43,320.00
106	618-6046	CONDT (PVC) (SCH 80) (2")	LF	160.00	\$ 11.90	\$ 1,904.00
107	618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	830.00	\$ 41.05	\$ 34,071.50
108	618-6053	CONDT (PVC) (SCH 80) (3")	LF	320.00	\$ 24.85	\$ 7,952.00
109	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	1,660.00	\$ 45.35	\$ 75,281.00
110	624-6009	GROUND BOX TY D (162922)	EA	2.00	\$ 1,510.00	\$ 3,020.00
111	624-6010	GROUND BOX TY D (162922)W/APRON	EA	10.00	\$ 2,320.00	\$ 23,200.00
112	638-6001	ALUMINUM SIGNS (TY A)	SF	418.00	\$ 27.00	\$ 11,286.00
113	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	44.00	\$ 1,000.00	\$ 44,000.00
114	662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	67,100.00	\$ 0.64	\$ 42,944.00
115	666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	70.00	\$ 3.20	\$ 224.00
116	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	5,375.00	\$ 1.30	\$ 6,987.50

NB 19-002 - GOODWIN/CONRADS LANE
EXHIBIT 1 COST PROPOSAL

117	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	1,157.00	\$ 3.20	\$ 3,702.40
118	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	111.00	\$ 199.00	\$ 22,089.00
119	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	23.00	\$ 300.00	\$ 6,900.00
120	666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LF	465.00	\$ 3.20	\$ 1,488.00
121	666-6156	REFL PAV MRK TY I (Y)(MED NOSE)(100MIL)	EA	7.00	\$ 1,020.00	\$ 7,140.00
122	666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	2,390.00	\$ 0.80	\$ 1,912.00
123	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	27,840.00	\$ 0.80	\$ 22,272.00
124	672-6007	REFL PAV MRKR TY I-C	EA	324.00	\$ 7.50	\$ 2,430.00
125	672-6009	REFL PAV MRKR TY II-A-A	EA	1,028.00	\$ 7.50	\$ 7,710.00
126	677-6001	ELIM EXT PAV MARK & MARKS (4")	LF	9,450.00	\$ 0.65	\$ 6,142.50
127	682-6003	VEH SIG SEC (12")LED(YEL)	EA	4.00	\$ 680.00	\$ 2,720.00
128	682-6021	BACK PLATE (12")X1 SEC)	EA	4.00	\$ 108.00	\$ 432.00
129	685-6004	INSTL RDSO FLSH BCN ASSM (SOLAR PWRD)	EA	2.00	\$ 14,600.00	\$ 29,200.00
CITY TOTAL						\$ 22,817,977.14

GOODWIN/CONRADS LANE - WASTEWATER IMPROVEMENTS

Item No.	TXDOT Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	100 (TxDOT)	PREPARING RIGHT OF WAY	LS	1.00	\$ 7,900.00	\$ 7,900.00
2	500 (TxDOT)	MOBILIZATION, BONDING, & INSURANCE	LS	1.00	\$ 33,000.00	\$ 33,000.00
3	510 (NBU)	15-INCH PVC GRAVITY MAIN SDR 26 ASTM F679 PS115 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	1778.00	\$ 162.00	\$ 288,036.00
4	510 (NBU)	12-INCH PVC GRAVITY MAIN SDR 26 ASTM D3034 PS115 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	464.00	\$ 162.00	\$ 75,168.00
5	510 (NBU)	8-INCH PVC GRAVITY MAIN SDR 26ASTM D3034 PS115 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	148.00	\$ 208.00	\$ 30,784.00
6	121 (NBU)	TRENCH EXCAVATION PROTECTION	LF	2390.00	\$ 11.90	\$ 28,441.00
7	510 (NBU)	SANITARY SEWER SERVICE WITH CLEANOUT (6-INCH)	EA	1.00	\$ 7,300.00	\$ 7,300.00
8	304 & 312 (NBU)	SANITARY SEWER MANHOLE - 4' DIAMETER (COMPLETE WITH COATING)	EA	13.00	\$ 9,400.00	\$ 122,200.00
9	304 & 312 (NBU)	SANITARY SEWER DROP MANHOLE - 4' DIAMETER (COMPLETE WITH COATING)	EA	1.00	\$ 14,000.00	\$ 14,000.00
10	304 & 312 (NBU)	SANITARY SEWER VENTED MANHOLE - 4' DIAMETER (COMPLETE WITH COATING)	EA	1.00	\$ 18,300.00	\$ 18,300.00
11	304 & 312 (NBU)	SANITARY SEWER DOGHOUSE MANHOLE - 4' DIAMETER (COMPLETE WITH COATING)	EA	4.00	\$ 10,900.00	\$ 43,600.00
12	510 (NBU)	CONNECT TO EX. 8-INCH WASTEWATER MAIN	EA	1.00	\$ 7,000.00	\$ 7,000.00
13	304 (NBU)	CEMENT STABILIZED SAND BACKFILL AROUND MANHOLE	EA	19.00	\$ 2,420.00	\$ 45,980.00
14	505 (NBU)	24-INCH STEEL ENCASEMENT PIPE	LF	51.00	\$ 410.00	\$ 20,910.00
15	505 (NBU)	30-INCH STEEL ENCASEMENT PIPE	LF	225.00	\$ 390.00	\$ 87,750.00
16	311 (NBU)	ADJUST DEPTH OF EXISTING MANHOLE RIM	EA	3.00	\$ 2,750.00	\$ 8,250.00
17	311 (NBU)	RECONSTRUCT WASTEWATER MANHOLE	EA	3.00	\$ 6,600.00	\$ 19,800.00
18	505 (NBU)	INSTALL FLOWABLE FILL WITH BOX CULVERT CONSTRUCTION	LF	22.00	\$ 80.00	\$ 1,760.00
19	510 (NBU)	ABANDONMENT (REMOVAL) OF EX. 12-INCH WASTEWATER MAIN	LF	540.00	\$ 74.60	\$ 40,284.00
20	510 (NBU)	ABANDONMENT (REMOVAL) OF EX. 10-INCH WASTEWATER MAIN	LF	380.00	\$ 74.50	\$ 28,310.00
21	510 (NBU)	ABANDONMENT (REMOVAL) OF EX. 8-INCH WASTEWATER MAIN	LF	780.00	\$ 74.50	\$ 58,110.00
22	510 (NBU)	PLUG AND ABANDON EX. 12" (FL IN) IN ACCORDANCE WITH NBU SPECIFICATIONS AFTER ACCEPTANCE OF PROP. 15" WASTEWATER MAIN	EA	1.00	\$ 3,330.00	\$ 3,330.00
23	510 (NBU)	PLUG AND ABANDON EX. 10" (FL IN) IN ACCORDANCE WITH NBU SPECIFICATIONS AFTER ACCEPTANCE OF PROP. 15" WASTEWATER MAIN	EA	4.00	\$ 3,320.00	\$ 13,280.00
24	510 (NBU)	PLUG AND ABANDON EX. 8" (FL OUT) IN ACCORDANCE WITH NBU SPECIFICATIONS AFTER ACCEPTANCE OF PROP. 8" WASTEWATER MAIN	EA	1.00	\$ 3,320.00	\$ 3,320.00

NB 19-002 - GOODWIN/CONRADS LANE
EXHIBIT 1 COST PROPOSAL

25	510 (NBU)	ABANDONMENT (REMOVAL) OF EX. MANHOLES	EA	9.00	\$ 3,030.00	\$ 27,270.00
26	330 (NBU)	TEMPORARY BYPASS PUMPING PLAN & IMPLEMENTATION	LS	1.00	\$ 75,000.00	\$ 75,000.00
27	CNB Trench Repair	CUT/TEMPORARY REPAIR ASPHALT PAVEMENT	SY	689.00	\$ 111.00	\$ 76,479.00
28	CNB Trench Repair	CUT/TEMPORARY REPAIR CONCRETE DRIVEWAY	SY	151.00	\$ 118.00	\$ 17,818.00
29	CNB ST-018	CUT AND REPAIR CONCRETE SIDEWALK	SY	6.00	\$ 101.00	\$ 606.00
30	315 (NBU)	CCTV PRE AND POST	LF	2390.00	\$ 8.40	\$ 20,076.00
31	515 (NBU)	SANITARY SEWER LINE TESTING	LS	1.00	\$ 19,900.00	\$ 19,900.00
32	5071 (TxDOT)	REMOVE/REPLACE WOOD FENCE	LF	196.00	\$ 52.70	\$ 10,329.20
NBU WASTEWATER TOTAL						\$ 1,254,291.20

GOODWIN/CONRADS LANE - WATER IMPROVEMENTS

Item No.	TXDOT Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total
33	510 (NBU)	12-INCH WATER MAIN, PVC C900 DR18 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL AND JOINT RESTRAINT	LF	750.00	\$ 165.00	\$ 123,750.00
34	510 (NBU)	8-INCH WATER MAIN, PVC C900 DR18 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL AND JOINT RESTRAINT	LF	140.00	\$ 160.00	\$ 22,400.00
35	510 (NBU)	6-INCH WATER MAIN, PVC C900 DR18 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL AND JOINT RESTRAINT	LF	10.00	\$ 202.00	\$ 2,020.00
36	121 (NBU)	TRENCH EXCAVATION PROTECTION	LF	900.00	\$ 10.50	\$ 9,450.00
37	512 (NBU)	TRACER WIRE	LF	900.00	\$ 2.45	\$ 2,205.00
38	510 (NBU)	WARNING TAPE (TERRA TAPE)	LF	900.00	\$ 2.45	\$ 2,205.00
39	510 (NBU)	CONNECT TO EX. 24-INCH WATER MAIN (COMPLETE)	EA	2.00	\$ 26,600.00	\$ 53,200.00
40	510 (NBU)	CONNECT TO EX. 6-INCH WATER MAIN (COMPLETE)	EA	1.00	\$ 6,900.00	\$ 6,900.00
41	510 (NBU)	CONNECT TO EX. 8-INCH WATER MAIN (COMPLETE)	EA	3.00	\$ 7,000.00	\$ 21,000.00
42	510 (NBU)	CONNECT TO EX. 12-INCH WATER MAIN (COMPLETE)	EA	4.00	\$ 7,400.00	\$ 29,600.00
43	511 (NBU)	GATE VALVE, MJ (RESTRAINED) (6-INCH)	EA	1.00	\$ 2,460.00	\$ 2,460.00
44	511 (NBU)	GATE VALVE, MJ (RESTRAINED) (12-INCH)	EA	3.00	\$ 5,400.00	\$ 16,200.00
45	511 (NBU)	FIRE HYDRANT ASSEMBLY (8"X6" TAP SLEEVE, VALVE, AND PIPING)	EA	1.00	\$ 10,200.00	\$ 10,200.00
46	510 (NBU)	DUCTILE IRON FITTINGS	LS	2.50	\$ 8,500.00	\$ 21,250.00
47	505 (NBU)	24-INCH STEEL ENCASEMENT PIPE	LF	185.00	\$ 350.00	\$ 64,750.00
48	510 (NBU)	RELOCATE & RECONNECT SINGLE WATER SERVICE WITH NEW METER BOX INCLUDING CASING	EA	11.00	\$ 4,180.00	\$ 45,980.00
49	510 (NBU)	ABANDONMENT (COMPLETE IN-PLACE, CUT/CAP, GROUT FILLED) OF EX. 12" WATER MAINS	LF	1969.00	\$ 26.00	\$ 51,194.00
50	510 (NBU)	ABANDONMENT (COMPLETE IN-PLACE, CUT/CAP, GROUT FILLED) OF EX. 8" WATER MAIN	LF	20.00	\$ 40.23	\$ 804.60
51	510 (NBU)	ABANDON EXISTING GATE VALVE	EA	10.00	\$ 1,870.00	\$ 18,700.00
52	510 (NBU)	VERIFY DEPTH & LOCATION OF EX. WATER SERVICES, FIRE LINES, & WATER MAINS	EA	20.00	\$ 1,030.00	\$ 20,600.00
53	510 & 511 (NBU)	RELOCATE & ADJUST DEPTH OF WATER CAV. (3" & 4")	EA	7.00	\$ 1,870.00	\$ 13,090.00
54	510 & 511 (NBU)	RELOCATE FIRE HYDRANT, VERIFY DEPTH AND LOCATION OF EX. FIRE HYDRANT	EA	15.00	\$ 5,400.00	\$ 81,000.00
55	510 & 511 (NBU)	ADJUST DEPTH OF WATER VALVE BOX, VERIFY DEPTH & LOCATION OF EX. WATER VALVE	EA	50.00	\$ 1,870.00	\$ 93,500.00
56	510 (NBU)	RELOCATE EXISTING WATER METER	EA	1.00	\$ 1,820.00	\$ 1,820.00
57	515 (NBU)	WATER MAIN TESTING	LS	1.00	\$ 15,000.00	\$ 15,000.00
NBU WATER TOTAL						\$ 729,278.60

TOTAL PROPOSALS - BOTH CITY AND NBU					\$	24,801,546.94
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Company Name: Capital Excavation Co

Proposers Name: James E. Bradley, C.E.O.

Signed By: *James E. Bradley*
(Authorized Representative)