

**Bidding Requirements, Contracts Forms & Conditions of the Contract**  
**CONTRACT AGREEMENT**

THIS AGREEMENT (the “Agreement” or the “Contract”) is between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **PESADO CONSTRUCTION COMPANY**, a Texas corporation (the “Contractor”).

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

**ARTICLE 1 - WORK**

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

**Contract Agreement and the related Exhibits;  
Standard General Conditions of the Contract;  
Special Conditions;  
Technical Specifications;  
Payment Bond;  
Performance Bond;  
Design Drawings produced by Kimley-Horn and Associates dated January 20, 2023; and  
Technical Specifications and General Requirements produced by Kimley-Horn and Associates dated January 27, 2023.**

**1.02** The Work is generally described as follows:

**The Project is anticipated to include some or all of the following items within its scope: construction of approximately 9,400 linear feet (“LF”) of potable water line, including open cut and trenchless installation as well as a horizontal directional drill under the Guadalupe River; (ii) approximately 1,300 LF of 8-inch water line relocation; (iii) approximately 350 LF of wastewater line relocation; (iv) storm water pollution prevention and erosion control; (v) traffic control; (vi) pavement and street repair, and mill and overlay of various streets; and (vii) all other appurtenances necessary to complete the Project.**

**ARTICLE 2 - THE PROJECT**

**2.01** The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**I-35 24-inch Water Line Project**

**ARTICLE 3 - ENGINEER**

**3.01** The Project has been designed by:

**Sean Mason, P.E.  
Kimley-Horn and Associates  
5103 Southwest Parkway  
Building 3, Suite 100  
Austin, Texas 78735  
512-646-2238**

(the “Engineer”), who is to act as NBU’s representative, assume all duties and responsibilities, and have the rights and authority assigned to the 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 limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, including any time limits for Milestones, Substantial Completion, and Final Completion, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**4.02** *Days to Achieve Substantial Completion and Final Payment*

A. The Work shall be substantially complete within **four hundred fifty (450) calendar days from the Notice to Proceed date** and ready for final payment in accordance with Section 14.07 of the General Conditions within 30 calendar days after the substantially complete date.

**4.03** *Liquidated Damages*

A. The Contractor and NBU recognize that time is of the essence of this Agreement and that NBU will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, 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 NBU if the Work is not completed on time. Accordingly, instead of requiring any such proof, NBU and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to NBU **Two Thousand Two Hundred Dollars (\$2,200.00)** per calendar 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 the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by NBU, the Contractor shall pay to NBU **Five Hundred Dollars (\$500.00)** per calendar 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, the Contractor shall reimburse NBU (1) for any fines or penalties imposed on NBU 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 NBU 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 the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, the Contractor shall reimburse NBU for the actual costs reasonably incurred by NBU 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.

**ARTICLE 5 - CONTRACT PRICE**

**5.01** NBU shall pay the 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 Work, at the prices stated in the Contractor's Bid Form, attached hereto as Exhibit B.

**ARTICLE 6 - PAYMENT PROCEDURES**

**6.01** *Submittal and Processing of Payments*

- A. The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

**6.02** *Progress Payments; Retainage*

- A. NBU shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment within 30 days of NBU's acceptance of the payment application:
1. Prior to Substantial Completion, NBU shall make progress payments 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 the Engineer may determine or NBU may withhold, including but not limited to liquidated damages, in accordance with Section 14.02 of the General Conditions:
    - a. 95% (percent) of Work completed; and
    - 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 Section 14.07 of the General Conditions, NBU shall pay the remainder of the Contract Price, including any retainage held, as recommended by the Engineer as provided in said Section 14.07 of the General Conditions.

**ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS**

**7.01** To induce NBU to enter into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. The 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. The 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. The 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 that 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 the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- E. The 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. The Contractor is aware of the general nature of work to be performed by NBU and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all

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additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- H. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to the 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 Standard General Conditions of the Contract.

**8.02** *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, money that may become due and money that is 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. Should an assignment occur, the terms of this provision survive and control any further assignment by an assignee.

**8.03** *Successors and Assigns*

- A. NBU and the 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 NBU and the 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 NBU agree that exclusive and mandatory venue for any legal action related to this Agreement shall be in the District Courts of Comal County, Texas.

**8.07** *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

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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.

**8.08** *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.

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

- A. To the extent this Agreement relates to critical infrastructure in the State of Texas, 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 2274.0103 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 2274 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

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system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

**8.10** *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 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, “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.

**8.11** *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.

**8.12** *Texas Public Information Act*

- A. The Contractor recognizes that this Project is publicly owned, and NBU 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 NBU, to cooperate with NBU for any particular needs or obligations arising out of NBU’s obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to NBU’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 NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.
- C. The Contractor must
  - 1. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement;
  - 2. promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Contractor on request of NBU; and
  - 3. on completion of the Agreement, either:
    - a. provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Contractor; or

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b. preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

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.

**8.13** *Electronic Signatures*

A. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

**ARTICLE 9 - INSURANCE**

**9.01** *Evidence of the Contractor's Insurance*

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

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**Exhibit A – Insurance Rider**

**Exhibit B – Contractor’s Bid Form**

**Exhibit C – Evidence of Insurance**

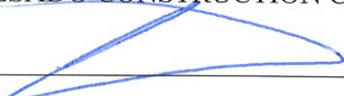


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IN WITNESS WHEREOF, NBU and the Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to NBU and the Contractor. All portions of the Contract Documents have been signed or identified by NBU and the Contractor or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

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

NBU:  
\_\_\_\_\_

PESADO CONSTRUCTION CO.:  


By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Ian Taylor

Printed Name: Shane Hutson

Title: CEO

Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: 

Title: \_\_\_\_\_

Title: Secretary

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
4848 Sinclair Road  
\_\_\_\_\_

San Antonio, TX 78222  
\_\_\_\_\_

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

License No.: \_\_\_\_\_  
(Where Applicable)

Agent for service or process:  
\_\_\_\_\_

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

**END OF DOCUMENT**

**Exhibit A to Contract Agreement**  
**Owner's Insurance Requirements of Contractor**

**1. Specific Insurance Requirements**

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

<b>Insurance</b>	<b>Coverage/Limits</b>	<b>Other Requirements</b>
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$1,000,000 Per Occurrence</li> <li>▪ \$2,000,000 General Aggregate</li> <li>▪ \$2,000,000 Products/Completed Operations Aggregate</li> <li>▪ \$1,000,000 Personal And Advertising Injury</li> <li>▪ Designated Construction Project(s) General Aggregate Limit</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CG 00 01</li> <li>▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10101 or an equivalent.</li> <li>▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing.</li> <li>▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state.</li> <li>▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> <li>○ Contractual Liability Limitation CG 21 39</li> <li>○ Amendment of Insured Contract Definition CG 24 26</li> <li>○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95</li> <li>○ Any Classification limitation</li> <li>○ Any Construction Defect Completed Operations exclusion</li> <li>○ Any endorsement modifying the Employer's Liability exclusion or deleting exception to it</li> <li>○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage</li> <li>○ Any Habitational or Residential exclusion applicable to the Work</li> <li>○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured</li> <li>○ Any Punitive, Exemplary or Multiplied Damages exclusion</li> <li>○ Any Subsidence exclusion</li> </ul> </li> </ul>
Business Auto Liability	Amount of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$1,000,000 Combined Single Limit</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CA 00 01</li> <li>▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned</li> </ul>
Workers'	Amounts of coverage shall be no less than:	<ul style="list-style-type: none"> <li>▪ The State in which work is to be performed</li> </ul>

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<p>Compensation and Employer's Liability</p>	<ul style="list-style-type: none"> <li>▪ Statutory Limits</li> <li>▪ \$1,000,000 Each Accident and Disease</li> <li>▪ Alternate Employer endorsement</li> </ul>	<p>must listed under Item 3.A. on the Information Page</p> <ul style="list-style-type: none"> <li>▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.</li> <li>▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.</li> </ul>
<p>Excess Liability (Occurrence Basis)</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$5,000,000 Each Occurrence</li> </ul>	<ul style="list-style-type: none"> <li>▪ Coverage shall "follow form" over underlying policies listed herein.</li> </ul>
<p>Professional Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ <del>\$1,000,000 Each Claim</del></li> <li>▪ <del>\$2,000,000 Annual Aggregate</del></li> <li>▪ <del>If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</del></li> <li>▪ <del>Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services.</del></li> <li>▪ <del>Policies written on a Claims Made basis shall be maintained for at least two years beyond termination of the Agreement.</del></li> </ul>	<ul style="list-style-type: none"> <li>▪ <del>Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement.</del></li> <li>▪ <del>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</del> <ul style="list-style-type: none"> <li>○ <del>bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors</del></li> <li>○ <del>habitational or residential operations</del></li> <li>○ <del>mold and/or microbial matter and/or fungus and/or biological substance</del></li> </ul> </li> <li>▪ <del>Any retroactive date must be effective prior to beginning of services for the Owner.</del></li> <li>▪ <del>Policies written on a Claims Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Contractor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.</del></li> </ul>

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<p>Contractors Pollution Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ <del>\$1,000,000 Each Claim</del></li> <li>▪ <del>If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</del></li> <li>▪ <del>The policy must provide coverage for:</del> <ul style="list-style-type: none"> <li>○ <del>the full scope of the named insured's operations (on going and completed) as described within the scope of work for this Agreement</del></li> <li>○ <del>loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall</del></li> <li>○ <del>third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations;</del></li> <li>○ <del>diminution of value and Natural Resources damages</del></li> <li>○ <del>contractual liability</del></li> <li>○ <del>claims arising from non-owned disposal sites utilized in the performance of this Agreement.</del></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ <del>The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.</del></li> <li>▪ <del>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</del> <ul style="list-style-type: none"> <li>○ <del>Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable.</del></li> <li>○ <del>impaired property that has not been physically injured</del></li> <li>○ <del>materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval.</del></li> <li>○ <del>property damage to the work performed by the contractor</del></li> <li>○ <del>faulty workmanship as it relates to clean up costs</del></li> <li>○ <del>work performed by subcontractors</del></li> </ul> </li> <li>▪ <del>If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work.</del></li> <li>▪ <del>The policy will offer an extended discovery or extended reporting clause of at least three (3) years.</del></li> <li>▪ <del>Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.</del></li> </ul>
<p>Builders Risk</p>	<ul style="list-style-type: none"> <li>▪ <del>Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence.</del></li> <li>▪ <del>Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed value basis, and shall be primary to any other insurance coverage available to the named insured</del></li> </ul>	<ul style="list-style-type: none"> <li>▪ <del>Insureds shall include Owner Parties, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds.</del></li> <li>▪ <del>Such insurance shall cover:</del> <ul style="list-style-type: none"> <li>○ <del>all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes</del></li> </ul> </li> </ul>

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	<p>parties, with that other insurance being excess, secondary and non-contributing.</p> <ul style="list-style-type: none"> <li>• <del>The policy must provide coverage for:</del></li> </ul> <ul style="list-style-type: none"> <li>○ Agreed Value <span style="float: right;">Included</span></li> <li>○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse <span style="float: right;">Included</span></li> <li>○ Debris removal additional limit <span style="float: right;">\$1,000,000</span></li> <li>○ Earthquake and Earthquake Sprinkler Leakage <span style="float: right;">\$5,000,000</span></li> <li>○ Flood <span style="float: right;">Included</span></li> <li>○ Freezing <span style="float: right;">Included</span></li> <li>○ Mechanical breakdown including hot &amp; cold testing <span style="float: right;">\$1,000,000</span></li> <li>○ Ordinance or law <span style="float: right;">\$ 25,000</span></li> <li>○ Pollutant clean-up and removal <span style="float: right;">Included</span></li> <li>○ Preservation of property <span style="float: right;">Included</span></li> <li>○ Theft <span style="float: right;">\$10,000</span></li> <li>• <del>Deductible shall not exceed</del></li> <li>○ All Risks of Direct Damage, Per Occurrence, except <span style="float: right;">2% subject to \$50,000 minimum</span></li> <li>○ Named Storm <span style="float: right;">\$100,000</span></li> <li>○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence <span style="float: right;">\$100,000</span></li> <li>○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V</li> </ul>	<p>and wiring, excavations, grading, backfilling or filling;</p> <ul style="list-style-type: none"> <li>○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;</li> <li>○ all property including materials and supplies on site for installation;</li> <li>○ all property including materials and supplies at other locations but intended for use at the site;</li> <li>○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and</li> <li>○ other Work at the site identified in the Agreement to which this Exhibit is attached.</li> <li>• <del>No protective safeguard warranty shall be permitted.</del></li> <li>• <del>The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of:</del> <ul style="list-style-type: none"> <li>○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;</li> <li>○ occupancy, in whole or in part;</li> <li>○ the date on which release of substantial completion is executed; or</li> <li>○ the date on which the insurable interests of Contractor in the Covered Property has ceased.</li> </ul> </li> <li>• <del>A waiver of subrogation provision shall be provided in favor of all insureds listed above.</del></li> </ul>
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**2. General Insurance Requirements**

**A. Definitions. For purposes of this Agreement:**

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include the Builder and its subcontractors of any tier.

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- iii. "Owner Parties" means (a) New Braunfels Utilities (collectively referred to as "Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Contract Documents.

**B. Policies.**

- i. Contractor shall maintain such Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least ten (10) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
- a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
  - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
  - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
  - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. The Owner shall have the right to prohibit the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

**C. Limits, Deductibles and Retentions**

- i. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk.

**D. Evidence of Insurance.**

The Contractor shall furnish evidence of insurance to NBU that confirms all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to NBU. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
  - a. Owner as certificate holder at Owner's mailing address;
  - b. Insured's name, which must match that on this Agreement;

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- c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
  - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
  - e. Additional Insured status in favor of Owner Parties;
  - f. Amount of any deductible or self-insured retention in excess of \$25,000;
  - g. Designated Construction Project(s) General Aggregate Limit;
  - h. Primary and non-contributory status;
  - i. Waivers of subrogation; and
  - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
- a. General Liability Additional insured endorsement(s);
  - b. General Liability Schedule of Forms and Endorsements page(s); and
  - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

**E. Contractor Insurance Representations to Owner Parties**

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance and offset all costs and expenses from the Contract Sum. Owner's exercise of this right shall not relieve or excuse Contractor from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

**F. Insurance Requirements of Contractor's Subcontractors**

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly

**Bidding Requirements, Contracts Forms & Conditions of the Contract**  
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agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

**G. Use of the Owners Equipment**

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use.

**H. Release and Waiver**

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**



**Exhibit B – Contractor’s Bid Form**

**Exhibit B to Contract Agreement**  
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**BID FORM 1**

4. BIDDER will complete the Work for the following prices:

**Water Improvements**

<u>REFERENCE NUMBER</u>	<u>SPEC REF</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST, \$</u>	<u>TOTAL, \$</u>
1	01 70 00	WATER MOBILIZATION PAYMENT (NOT TO EXCEED 5% OF BASE BID ITEMS 2 THROUGH 54)	LS	1	390,000	390,000
2	102	CLEARING AND GRUBBING	LF	530	60	31,800
3	604	NATIVE SEEDING FOR EROSION CONTROL	SY	9,000	3	27,000
4	TxDOT164	BROADCAST SEEDING (PERM)	SY	102	15	1,530
5	TxDOT502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	12	10,026	120,312
6	01 57 13	SWPPP	EA	1	122,037	122,037
7	Special Conditions	PROJECT SIGN	EA	3	540	1,620
8	33 31 24	PIPE, 24" DIPS OR 26" IPS HDPE PIPE FOR HDD, INSTALLED BY OTHER THAN OPEN CUT, MIN DR11 PE 4710	LF	1,030	931	958,930
9	33 11 10	PIPE, 24" DIA. DUCTILE IRON UNRESTRAINED, INSTALLED BY OPEN CUT (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, CLASS 250	LF	1,740	280	487,200
10	33 11 10	PIPE, 24" DIA. DUCTILE IRON UNRESTRAINED, INSTALLED BY OPEN CUT (ALL	LF	2,750	304	836,000

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		DEPTHS), INCLUDING EXCAVATION AND FLEXIBLE BASE BACKFILL, CLASS 250				
11	33 11 10	PIPE, 24" DIA. DUCTILE IRON RESTRAINED, INSTALLED BY OPEN CUT (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, CLASS 250	LF	930	328	305,400
12	33 11 10	PIPE, 24" DIA. DUCTILE IRON RESTRAINED, INSTALLED BY OPEN CUT (ALL DEPTHS), INCLUDING EXCAVATION AND FLEXIBLE BASE BACKFILL, CLASS 250	LF	2,130	307	653,910
13	33 11 10	PIPE, 24" DIA. DUCTILE IRON RESTRAINED, INSTALLED BY OPEN CUT (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL PER TXDOT DETAIL FOR NON-PAVED AREAS	LF	50	458	22,900
14	33 11 10	PIPE, 24" DIA. DUCTILE IRON RESTRAINED, INSTALLED BY OPEN CUT (ALL DEPTHS), INCLUDING EXCAVATION FLOWABLE FILL PER TXDOT DETAIL FOR NON- PAVED AREAS	LF	20	508	10,160
15	33 11 10	PIPE, 24" DIA. DUCTILE IRON RESTRAINED,	LF	120	480	57,600

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		INSTALLED BY OPEN CUT (ALL DEPTHS), INCLUDING EXCAVATION AND FLOWABLE FILL OR CEMENT TREATED BASE PER TXDOT DETAIL FOR PAVED AREAS				
16	33 05 28	48" TUNNEL LINER PLATE BY OTHER THAN OPEN CUT INSTALLATION	LF	600	1,470	882,000
17	33 05 28	42" STEEL CASING WITH SPACERS BY OTHER THAN OPEN CUT INSTALLATION	LF	260	1,101	286,260
18	33 05 24	PIPE, 24" DIA. DUCTILE IRON RESTRAINED WATER CARRIER PIPE, COMPLETE IN PLACE	LF	860	268	230,480
19	504	REPOSITIONING AND ADJUSTING WATER METERS AND BOXES	EA	2	703	1,406
20	510	PIPE, 12-IN DIA. PVC DR14 C900 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL PER TXDOT DETAIL FOR NON-PAVED AREAS	LF	50	193	9,650
21	510	PIPE, 12-IN DIA. PVC DR14 C900 (ALL DEPTHS), INCLUDING EXCAVATION AND FLOWABLE FILL PER TXDOT DETAILS	LF	30	599	17,970
22	510	PIPE, 8-IN DIA. PVC DR14 C900 (ALL DEPTHS), INCLUDING EXCAVATION AND FLEXIBLE BASE BACKFILL	LF	1,400	105	147,000



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23	510	PIPE, 6-IN DIA. PVC DR14 C900 (ALL DEPTHS), INCLUDING EXCAVATION AND FLEXIBLE BASE BACKFILL	LF	160	125	20,000
24	SP510	DUCTILE IRON WATER FITTINGS WITH RESTRAINT (4 INCH THROUGH 18 INCH)	TN	5	3,559	17,795
25	33 11 10	DUCTILE IRON WATER FITTINGS WITH RESTRAINT (20-IN TO 64-INCH)	TN	24	5,477	131,448
26	510	WET CONNECTIONS, 12-IN DIA X 12-IN DIA, CUT-IN TEE	EA	1	7,384	7,384
27	510	WET CONNECTIONS, 8-IN DIA X 6-IN DIA, CUT-IN TEE	EA	1	4,789	4,789
28	510	WET CONNECTIONS, 6-IN DIA CONNECTION	EA	7	8,126	56,882
29	510	WET CONNECTIONS, 8-IN DIA CONNECTION	EA	2	7,887	15,774
30	SP510	WET CONNECTIONS, 30-IN DIA X 24-IN DIA TAPPING SADDLE (PER COA SPL NO WW-243A) AND 24" GATE VALVE (PER NBU 511)	EA	1	70,652	70,652
31	SP510	WET CONNECTIONS, 24-IN CONNECTION	EA	1	5,768	5,768
32	SP510	WATER SERVICE REPLACEMENT AND RECONNECT (1-IN SERVICES) INCLUDING EXCAVATION AND FLOWABLE FILL BACKFILL	EA	40	2,452	98,080
33	511	VALVES, BUTTERFLY, 24-IN DIAMETER	EA	5	14,950	74,750

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34	511	VALVES, RESILIENT SEATED GATE, 12-IN DIAMETER	EA	1	4,468	4,468
35	511	VALVES, RESILIENT SEATED GATE, 8-IN DIAMETER	EA	4	2,782	11,128
36	511	VALVES, RESILIENT SEATED GATE, 6-IN DIAMETER	EA	11	2,045	22,495
37	511	AUTOMATIC COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY, 3 OR 4- IN	EA	3	16,489	49,467
38	511	FIRE HYDRANT ASSEMBLIES	EA	9	6,506	58,554
39	SP510	ABANDON EXISTING WATER LINES, ALL SIZES, INCLUDING EXCAVATION AND BACKFILL (INCLUDES FULLY GROUTING THE INTERIOR OF THE ABANDONED PIPE)	LF	2,700	11	29,700
40	511	DRAIN VALVE ASSEMBLIES, 8-IN DIAMETER WITH DISCHARGE IN VAULT	EA	1	11,087	11,087
41	511	DRAIN VALVE ASSEMBLIES, 8-IN DIAMETER	EA	1	10,425	10,425
42	510	TRENCH SAFETY SYSTEMS	LF	9,350	3.50	32,725
43	SP511	VALVE REMOVAL, 4-IN TO 12- IN DIAMETER	EA	8	2,244	17,952
44	SP511	PERMANENT INSERTABLE VALVE, 6-IN DIAMETER, COMPLETE IN PLACE	EA	2	12,399	24,798
45	SP511	PERMANENT INSERTABLE VALVE, 8-IN	EA	2	13,911	27,822

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		DIAMETER, COMPLETE IN PLACE				
46	SP511	PERMANENT INSERTABLE VALVE, 12-IN DIAMETER, COMPLETE IN PLACE	EA	2	20,964	41,928
47	TxDOT340	TxDOT PAVEMENT REPAIR	SY	80	214	17,120
48	TxDOT351	REMOVE AND REPLACE 8" FLEX BASE DRIVEWAY	SY	1,138	33	37,554
49	TxDOT351	REMOVE AND REPLACE CONCRETE DRIVEWAY (MIN 6" THICKNESS RE: ST-015)	SY	335	73	24,455
50	TxDOT529	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	LF	400	66	26,400
51	TxDOT529	REMOVE AND REPLACE CONCRETE CROSS GUTTER RE: ST-20	SY	211	104	21,944
52	TxDOT351	REMOVE AND REPLACE ASPHALT DRIVEWAY, MATCH EXISTING THICKNESS	SY	104	182	18,928
53	TxDOT351	2" COLD MIX/TEMPORARY HMAC	SY	4000	21	84,000
54	TxDOT351	2" TYPE 'D' ASPHALT TRENCH REPAIR WITH 8" MIN HOT LAY BLACK BASE	SY	8,620	70	603,400
55		<b><u>OWNER'S CONTINGENCY</u></b>	LS	1	\$100,000	\$100,000

**Mill and Overlay**

<u>REFERENCE NUMBER</u>	<u>SPEC REF</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST, \$</u>	<u>TOTAL, \$</u>
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56	01 70 00	MILL AND OVERLAY MOBILIZATION PAYMENT (NOT TO EXCEED 5% OF BASE BID ITEMS 57 THROUGH 59)	LS	1	81,906	81,906
57	TxDOT 354	PLANING AND TEXTURING ASPHALTIC CONCRETE PAVEMENT (2" THICKNESS)	SY	16,000	3	48,000
58	TxDOT 3076	DENSE-GRADE HOT-MIX ASPHALT, TYPE D (2" THICKNESS)	TN	2,000	124	248,000
59	TxDOT 354	TACK COAT	GAL	1,700	4	6,800

**Sewer Improvements**

<u>REFERENCE NUMBER</u>	<u>SPEC REF</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST, \$</u>	<u>TOTAL, \$</u>
60	01 70 00	SEWER MOBILIZATION PAYMENT (NOT TO EXCEED 5% OF BASE BID ITEMS 61 THROUGH 71)	LS	1	35,000	35,000
61	510	PIPE, 10" DIA. PVC SDR26 ASTM D2241, ALL DEPTHS, INCLUDING EXCAVATION AND FLEXIBLE BASE BACKFILL	LF	60	276	16,560
62	510	PIPE, 8" DIA, PVC SDR26 ASTM D2241, ALL DEPTHS, INCLUDING EXCAVATION AND FLEXIBLE BASE BACKFILL	LF	20	513	10,260
63	510	PIPE, 6" DIA, PVC SDR26 ASTM D2241, ALL DEPTHS, INCLUDING EXCAVATION AND FLEXIBLE BASE BACKFILL	LF	125	192	24,000
64	510	PIPE, 8" DIA, PVC SDR26, ALL DEPTHS, INCLUDING	LF	350	196	68,600



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		EXCAVATION AND FLEXIBLE BASE BACKFILL				
65	510	NEW MANHOLE CONSTRUCTION	EA	3	10,190	30,570
66	SP510	WASTEWATER SERVICE REPLACEMENT AND RECONNECT (4-IN SERVICE) INCLUDING NEW CLEANOUT, EXCAVATION, AND FLOWABLE FILL BACKFILL	EA	9	5,109	45,981
67	SP510	WASTEWATER SERVICE REPLACEMENT AND RECONNECT (6-IN SERVICE) INCLUDING NEW CLEANOUT, EXCAVATION, AND FLOWABLE FILL BACKFILL	EA	2	11,379	22,758
68	510	TRENCH SAFETY SYSTEMS	LF	615	3.50	2,152.50
69	SP510	GROUTING ABANDONED LINES, ALL SIZES, INCLUDING EXCAVATION AND BACKFILL (INCLUDES FULLY GROUTING THE INTERIOR OF THE ABANDONED PIPE)	LF	350	8	2,800
70	510	ABANDONMENT OF EXISTING MANHOLE	EA	2	1,236	2,472
71	TxDOT 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2	4,315	8,630

The following are alternates and should replace the line item noted in the descriptions:

**Alternates**

<u>REFERENCE NUMBER</u>	<u>SPEC REF</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST, \$</u>	<u>TOTAL, \$</u>
72	33 11 10	REPLACE ITEM 10: PIPE, 24" DIA. DUCTILE IRON UNRESTRAINED, INSTALLED BY	LF	2,750	381	1,047,750

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		OPEN CUT (ALL DEPTHS), INCLUDING EXCAVATION AND FLOWABLE FILL BACKFILL, CLASS 250				
73	33 11 10	<b>REPLACE ITEM 12:</b> PIPE, 24" DIA. DUCTILE IRON RESTRAINED, INSTALLED BY OPEN CUT (ALL DEPTHS), INCLUDING EXCAVATION AND FLOWABLE FILL BACKFILL, CLASS 250	LF	2,130	381	811,530
74	510	<b>REPLACE ITEM 22:</b> PIPE, 8-IN DIA. PVC DR14 C900 (ALL DEPTHS), INCLUDING EXCAVATION AND FLOWABLE FILL BACKFILL	LF	1,400	148	207,200
75	510	<b>REPLACE ITEM 23:</b> PIPE, 6-IN DIA. PVC DR14 C900 (ALL DEPTHS), INCLUDING EXCAVATION AND FLOWABLE FILL BACKFILL	LF	160	151	24,160
76	510	<b>REPLACE ITEM 61:</b> PIPE, 10" DIA. PVC SDR26 ASTM D2241, ALL DEPTHS, INCLUDING EXCAVATION AND FLOWABLE FILL BACKFILL	LF	60	327	19,620
77	510	<b>REPLACE ITEM 62:</b> PIPE, 8" DIA, PVC SDR26 ASTM D2241, ALL DEPTHS, INCLUDING EXCAVATION AND FLOWABLE FILL BACKFILL	LF	20	587	11,740

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78	510	<b>REPLACE ITEM 63:</b> PIPE, 6" DIA, PVC SDR26 ASTM D2241, ALL DEPTHS, INCLUDING EXCAVATION AND FLOWABLE FILL BACKFILL	LF	125	216	27,000
79	510	<b>REPLACE ITEM 64:</b> PIPE, 8" DIA, PVC SDR26, ALL DEPTHS, INCLUDING EXCAVATION AND FLOWABLE FILL BACKFILL	LF	350	241	84,350

**TOTAL BASE BID (Add Items 1 through 71)** \$ 8,034,966.50

**TOTAL ALTERNATE BID**  
**(Add Items 1 through 9, 11, 13 through 21,**  
**24 through 60, and 65 through 79)** \$ 8,491,986.50

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with Section 14.07 of the Standard General Conditions of the Contract within the Calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages and special damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

a) Required Bid security of five percent (5%) of the Bidder's maximum base bid price and in the form of approved Bid Bond.

7. Communication concerning this Bid shall be addressed to:

New Braunfels Utilities  
Purchasing Manager  
355 FM 306  
New Braunfels, TX 78130  
Phone: 830-608-8867  
Email: [Purchasing@NBUTexas.com](mailto:Purchasing@NBUTexas.com)

8. The terms used in this Bid that are defined in the Standard General Conditions of the Contract included as part of the Contract Documents have the meanings assigned to them in the Standard General Conditions of the Contract.

9. The undersigned acknowledges receipt of the following addenda:

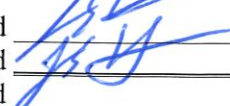
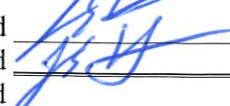
Addendum No. 1 dated March 27, 2023 Received   
Addendum No. 2 dated March 30, 2023 Received   
Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

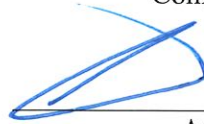
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Secretary, \*if bidder is a corporation



Pesado Construction Company  
Company Name of Bidder



Authorized Signature

April 4, 2023

Date

Shane Hutson

Printed Name of Authorized Signature

4848 Sinclair Road

San Antonio, TX 78222

Address

210-651-4452

Telephone Number/Fax Number

Copy of Corporate Resolution and minutes with certificate of officer of bidder as to authority of signatory to bind bidder is to be signed and dated no earlier than one week before bid date, and attached to this document

**END OF DOCUMENT**

**Exhibit C – Evidence of Insurance**