



Project Proposal

Company: City of Sweeny
Name: Mr. Tex Bell
Phone: 979-313-3965
Email: tbell@sweenytx.gov
Date: July 17, 2024
Reference: 111A Calvie Brown Rd
SO# 2755
TIPS Contract Number-23010401

Scope:

Supply labor, material, and labor to excavate and install 8" wet connection to existing gate valve with necessary fittings. Install 3- 8"x2" long service taps on existing 8" watermain after city pulls BT sample and passes the test. BCG will insert chlorine (HTH) into existing piping while making the wet connection and then charge line once connected. Waiting for the results of BT testing will require BCG to make multiple trips to finish the scope of work. Backfill and restore disturbed area due to scope of work. Complete in place.

- 8" MJ 45-degree Bends- Quantity 2
- 8" PVC Mega Locks- Quantity 4
- 8" C-900 Pipe- Quantity 20 LF
- 8"x2" Service Saddle- Quantity 3
- 2" Corporation Stop- Quantity 3
- 2" Curb Stop- Quantity 3
- 2" Poly Tubing- Quantity 200 LF

Notes: The City of Sweeny to provide meter and meter box if BCG is to install the water service meter.

Price: **\$14,349**

- **Proposal is valid for 15 days from date of issuance.**
- Delays not caused by Branch Construction Group will be billed at the applicable rate.
- If non-standard working hours are requested additional charges will be applied unless previously agreed on. Definition - Night Work 5:30PM – 7AM or Weekend Work Saturday/Sunday at applicable rate. Pricing does not include boring through rock, compensation for utility conflicts, locating services or delays not caused by Branch Construction Group. See unit pricing below for individual rates and charges.



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- Additional \$3.00/Lf will be charged for boring through rock, shale, slate, and similar materials
- Mobilization will be billed at \$2.50/mile for boring rig setup if applicable.
- Mobilization will be billed at \$1.50/mile for workforce mobilization if applicable

Assumptions

- Assumes that private utilities (e.g., sprinklers etc.) are marked by the customer; Branch Construction Group will use reasonable precautions but will not be responsible for damage to unmarked/incorrectly marked utilities.
- Customer responsible for all temporary/permanent fence removal/replacement.
- The job schedule must be mutually agreed upon.
- The work site will be cleaned by backhoe – will NOT include pressure wash/reclaimed water, street brush, etc.
- Well Point/Pump Systems not included; if necessary, incremental expense to be charged to customer.
- Branch Construction Group is not responsible for engineering drawings, city drawings, or any plans used for construction purposes. If there are errors or omissions and job cannot be completed – Branch Construction Group will receive payment for work completed.
- All work to be done during normal construction hours (M-F, 7AM-5:30PM)

Terms

- Net 30 days.

Termination

- If the Client terminates this Contract after Branch Construction Group has commenced its work, the Client shall be responsible for the following:
 - The Client shall pay Branch Construction Group the Contract price of the fittings, or specialized materials once production has commenced or the items have been purchased.
 - The Client shall pay Branch Construction Group a 25% restocking fee in the event the job is cancelled for standard fittings have been ordered.
 - The Client shall reimburse Branch Construction Group for all reasonable out-of-pocket mobilization expenses incurred by Branch Construction Group (including travel and transportation costs for Branch Construction Group personnel to the job site and an hourly rate of \$95.00 for each person mobilized by Branch Construction Group if Branch Construction Group has mobilized its personnel or agents in connection with the project.



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- On certain occasions Branch Construction Group can return special or not normal size fittings. However, this will require 70% restocking fee if job cancels or pipe size changes after fittings are ordered.

Indemnification

- BRANCH CONSTRUCTION GROUP (HEREAFTER "BCG") SHALL INDEMNIFY CLIENT FOR DAMAGES ARISING OUT OF THE PERFORMANCE OF WORK, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF BCG AND THE TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY COST, LOSS, LEGAL FEES, OR DAMAGES SHALL NOT EXCEED THE PERCENTAGE SHARE THAT BCG'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, BCG, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS.
- BY WAY OF FURTHER LIMITATION, BCG SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER GROUNDED IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR CONTRACT, AND UNDER NO CIRCUMSTANCES WILL BCG'S LIABILITY EXCEED THE PROJECT PROPOSAL PRICE CLIENT PAID BCG FOR THE GOODS OR SERVICES UPON WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Accepted by:

Company Name: _____

Signature: _____

Name Printed: _____

Date: _____