



STANDARD AGREEMENT

(version 9-9-2019)

This AGREEMENT ("Agreement") is entered by and between **Brooks Concrete, Inc.** ("Contractor"), located at **4018 Allen Genoa Rd, Pasadena, TX 77504** and the **City of League City** ("City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

- Scope of Services:** Contractor will perform the services and/or provide the products as set forth in Exhibit A, which is attached and incorporated herein, and which can be generally described as **streets, sidewalks and concrete pavement repair**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
- Term and Termination:** This Agreement shall commence on **January 1, 2020** and shall expire on **September 30, 2022**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
- Compensation:** Contractor shall be paid for the services/products as set forth in Exhibit A. In no event shall the total compensation exceed **\$8,100,000.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
- Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City "professional services," as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

(signature block on next page)

Executed on this _____ day of _____, _____ (date to be filled in by City Secretary)

BROOKS CONCRETE, INC. - "Contractor"



Chris Brooks, Vice President

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(There are 9 pages for Exhibit A, including this page)

ITB #20-Streets-004 (R)



SECTION I – SCOPE OF WORK

1.0 PURPOSE AND SCOPE:

- 1.1 Saw cut, remove, dispose offsite, and replace approximately 75,000 square feet of existing concrete pavement for roadways, parking lots, driveways, etcetera, all thicknesses (including curbs, measured horizontally to the back of curb), from various public right-of-way or easements City wide.
- 1.2 The repair of 40 storm water collection boxes and/or manholes, all types, including, but not limited to, curb inlets, catch basins, area drains, junction boxes, and manholes.
- 1.3 Saw-cut, remove, dispose offsite, and replace approximately 15,000 square feet of existing concrete sidewalks, all thicknesses and widths, from various public right-of-way or easements City wide.
- 1.4 Concrete pressure grouting 25,500 square feet of concrete street paving and sidewalks, all types, all thicknesses.

2.0 TECHNICAL SPECIFICATIONS:

2.1 GENERAL

This item covers all work necessary for saw cutting, concrete removal, disposal offsite and concrete replacement.

2.2 SAWCUTTING

Contractor shall use a water lubricated saw capable of cutting a minimum of two (2) inches deep to cut the existing concrete pavement, curbs, and sidewalks prior to its removal. Cutting shall be along lines as directed by the City Engineering Department. Contractor shall exercise care while removing concrete and leave a smooth edge along the line of the saw cut. If the Engineering Department determines that the saw cut line is rough and will not create a satisfactory joint, the Contractor shall repeat the above procedures with no compensation for the extra saw cutting, removal and offsite disposal.

2.3 REMOVAL AND DISPOSAL OFFSITE

All material removed shall become the property of the Contractor and shall be disposed of offsite immediately. For concrete pavement, the Contractor shall saw cut and remove the concrete and leave a minimum of twelve (12) inches of the existing rebar in place. Where rebar is removed, the Contractor shall drill 12 (twelve) inches into the remaining existing concrete and secure a 24 (twenty-four) inch, #4 (four), deformed steel bar with cement grout or suitable epoxy. If the removal is to an existing header, like header material and adequate load transfer device shall be installed.

- i. For concrete driveway, the Contractor shall saw cut and remove the concrete. If the removal is to an existing header, like header material and adequate load transfer device shall be installed.



- ii. For concrete curbs, the Contractor shall remove the concrete and leave a minimum of 9 (nine) inches of the existing rebar in place. Where rebar is removed, the Contractor shall drill 9 (nine) inches into the remaining existing concrete and secure an 18 (eighteen) inch, #3 (three), deformed steel bar with cement grout or suitable epoxy. If the removal is to an existing header or curb ear, like header or curb ear material shall be installed. Cost of curb removal and replacement shall be included in the unit price for pavement removal and replacement.
- iii. For concrete sidewalks, the Contractor shall saw cut and remove the concrete, clip exposed wire mesh, and cover the expose wire mesh with a suitable epoxy coating. If the removal is to an existing header or construction joint, like header material shall be installed.
- iv. For existing monolithically poured concrete paving and curb sections, removal and payment shall be made in accordance with concrete pavement, with no separate linear foot payment for the monolithically poured curb.

2.4 SITE PREPARATION AND RESTORATION

The Contractor shall remove all loose material from the areas where concrete pavement, driveways, and sidewalks are to be placed. Compacted (sack 1.5 per ton) cement stabilized sand shall be placed, the depths of which sand shall be as follows: 6 (six) inches for public roadway pavement, 4 (four) inches for driveways, and 3 (three) inches for sidewalks. Forms shall be placed in accordance with good construction practices in common use. Lines and grades shall be the responsibility of the Contractor, who will make sure that water shall not pond on the newly poured pavement, driveways and sidewalks. If water does pond in the newly poured sections, the Contractor may, at the direction of the City Engineer's office, be required to remove and replace same at Contractor's sole cost and expense. All disturbed areas adjacent to the newly installed concrete pavement, driveways, and sidewalks shall be back filled with earthier material capable of supporting St. Augustine or Bermuda grass or similar vegetation and contoured to match or transition smoothly to adjacent existing or finished grades.

2.5 PORTLAND CEMENT CONCRETE

Portland Cement shall conform to ASTM C-150, Type I or Type IA. The cement shall conform to applicable ASTM specifications for weight variations and length of storage. Cement which has become caked or lumped shall not be used.

- i. Coarse aggregate shall consist of durable particles of washed gravel, crushed gravel, or crushed stone of reasonably uniform quality throughout, free from injurious amounts of salt, alkali, vegetable matter or objectionable material and shall conform to ASTM C-33.
- ii. Fine aggregates shall consist of sand or a combination of sand, and shall be composed of clean, hard, durable, uncoated grains and shall conform to ASTM C-33.



- iii. Water shall be from municipal supplies approved by the State Health Department.
- iv. Admixtures shall comply with all requirements of Item 437 of the TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted March 1, 1995.
- v. Steel reinforcing section shall conform to Item 440.2(1) of the TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted March 1, 1995. Minimum size bar for curb and gutter section shall be No. 4. Minimum size bar for concrete curbs shall be No. 3. Reinforcement for sidewalk and driveways shall be either wire mesh (sizes 6-6-6), Number 3 rebar on 18-inch centers, or Fibermesh (as approved by the City's Building Department). Steel may be field bent or cut but shall not be heated and/or cut with a torch.
- vi. Poured joint sealing material shall conform to the requirements of ASTM D-1190 or to Item 433.2(3) (e) Class 5 Self-leveling low modulus silicone sealant of the TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted March 1, 1995.
- vii. Forms shall be of such cross section and strength and so secured as to resist the pressure of the concrete when placed and the impact and vibration of any equipment they support, without springing or settlement. Lumber forms shall be softwood framing lumber, kiln dried, PS 20, No. 2 common grade. Plywood forms shall be exterior type softwood, PS 20, panel veneer grades BB.
- viii. Load transfer units for auto traffic and sidewalk construction shall be 3/4" redwood form with minimum 1" deep removable top strip, 1/2" x 10" steel reinforcing bars at 22" o.c. +/- with plastic bond breaker sleeve on one side, and 3/32" thick steel bar support plates each side. Provide custom size as required for full paving depth and sealant depth as required by manufacturer.

2.6 CONCRETE STRENGTH

The concrete mix will be designed to produce a minimum flexural strength of 550 PSI at the age of 7 (seven) days and a minimum compressive strength of 3,500 PSI at the age of 28 (twenty-eight) days. The concrete shall contain not less than 5-1/2 sacks of Portland cement per cubic yard of concrete. The water-cement ration shall not exceed 6.25 gallons of water/sack of Portland cement.

2.7 MIX DESIGN

The Contractor shall be responsible for furnishing the City Engineer with the concrete mix design for approval. The mix shall be designed to conform with the requirements contained herein and in accordance with ACI 318. The mix will be designed to produce concrete which will have a slump of 4 (four) inches (plus or minus 1 inch) for non-structural concrete.



2.8 **PLACEMENT AND FINISHING**

Cast in place items for securing adjoining materials to concrete work shall be accurately spaced, positioned and secured prior to placement of concrete.

- i. Steel reinforcement shall be accurately spaced, positioned and secured prior to placement of concrete. The Office of the City Engineer shall be given 24 hours' notice to inspect reinforcement steel before concrete is placed.
- ii. Temperature limitations: Do not place concrete when ambient temperature is 40 degrees F. or below and falling. Concrete may be placed when temperature is 40 degrees F. or above and rising, providing there is no reason to expect a drop-in temperature below 40 degrees F. within 24 hours of the conclusion of the pour.
- iii. Place concrete only after all forms, reinforcement, cast in place items, pipes, conduits, sleeves, hangers, anchors, flashing and other work required have been properly installed, and forms cleaned and wetted.
- iv. Concrete shall be mixed and delivered to the site in accordance with ASTM C-94.
- v. Place concrete on a moist grade as near as possible in its final position in the forms to avoid segregation of the aggregate or displacement of the reinforcement steel, joint assemblies, and cast in place items. Concrete shall be thoroughly consolidated by approved mechanical means. Special care shall be used to prevent the formation of honeycombs and voids. Cold joints shall not be allowed.
- vi. All edges, including dummy and expansion joints, shall be rounded with an edging tool having a radius of approximately 1/3 inch. Dummy contraction joints shall be formed in the fresh concrete by cutting a groove to a depth of 3/4 inch in the top portion by means of a jointer having a radius of 1/8 inch and a cutting edge not more than 1/2 inch thick. Dummy joints will be spaced 48 inches on center in each direction, except where a definite pattern is shown on the drawings. Exposed finished surfaces shall receive a light broom finish. Apply white pigmented membrane curing compound conforming to the requirements of ASTM C-309. Joints to be sealed shall be filled with joint-sealing material before surface is opened to public traffic, as soon after completion of the curing period as is feasible. Joints shall be cleaned of all foreign material and joint faces shall be clean and dry before placing sealant. Sealant shall be placed in accordance with manufacturer's recommendations and none of the sealant material shall be spilled on the exposed surfaces of the concrete.
- vii. Maximum variation in finished concrete slab surfaces shall be 1/8" when tested with a 10-foot-long straightedge. Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements shall be repaired or replaced by Contractor as directed by City Engineer.



2.9 MEASUREMENT AND PAYMENT

Saw cutting, removal, disposal offsite and replacement of concrete pavement shall be paid for based on per square feet units, for actual units saw cut, removed, disposed offsite, and replaced. There shall be no separate pay for the cost of curb removal and replacement, which shall be included in the unit price for pavement removal and replacement.

- i. Saw cutting, removal, disposal offsite and replacement of concrete driveway pavement shall be paid for based on per square feet units, for actual units saw cut, removed, disposed offsite, and replaced.
- ii. Saw cutting, removal, disposal offsite and replacement of concrete sidewalks shall be paid for based on per linear foot units, for actual units saw cut, removed, disposed offsite, and replaced.
- iii. There shall be no separate for site preparation or restoration. All costs associated with the same shall be considered portions of the unit prices paid for the installation of the concrete pavement, driveways, and sidewalks.

2.10 CLEAN UP AND RESTORATION

The Contractor shall clean up each job site every day. Before moving to the next jobsite, the Contractor shall return the finished grade to as near its original condition as possible, including fine grading and sodding to match existing ground contours and grass types, respectively.

2.11 MOBILIZATION COST

The cost of mobilization should be included in unit pricing for sidewalks, inlets, manholes, and residential driveways.



BID COVER SHEET

DUE DATE: Tuesday, March 26, 2019 by 2:00 p.m.

ITEM	DESCRIPTION	EST. QTY	PRICING	EXTENDED
1	REMOVAL AND DISPOSAL OF EXISTING SIDEWALK	15,000 SF	\$ SF 0.95	\$ 14,250.00
2	NEW SIDEWALK	15,000 SF	\$ SF 7.19	\$ 107,850.00
3	SODDING	1,500 SF	\$ SF .55	\$ 825.00
4	SAW CUT FULL DEPTH 4"	500 LF	\$ LF 6.60	\$ 3,300.00
5	SAW CUT FULL DEPTH 6" DRIVEWAY/PAVEMENT	100 LF	\$ LF 9.90	\$ 990.00
6	SAW CUT FULL DEPTH 8" CONCRETE PAVEMENT	100 LF	\$ LF 13.20	\$ 1,320.00
7	REMOVAL AND DISPOSAL OF EXISTING DRIVEWAY/PAVEMENT	1 SF	\$ SF 5.12	\$ 5.12
8	NEW 6" DRIVEWAY	1,500 SF	\$ SF 6.25	\$ 9,375.00
9	NEW 8" DRIVEWAY	1 SF	\$ SF 10.00	\$ 10.00
10	CONCRETE STREETS; PAVING ALL THICKNESSES, ALL TYPES			
A.	MOBILIZATION - LESS THAN 50SF	1 EA	\$ 2,000.00 EA	\$ 2,000.00
B.	MOBILIZATION -- 51SF TO 200SF	1 EA	\$ 1,800.00 EA	\$ 1,800.00
C.	MOBILIZATION -- 201SF TO 500SF	1 EA	\$ 1,200.00 EA	\$ 1,200.00
D.	MOBILIZATION -- OVER 500SF	1 EA	\$ 650.00 EA	\$ 650.00
11	REPAIR OF STORMWATER COLLECTION BOXES AND/OR MANHOLES, ALL TYPES INCLUDING, CURB INLETS, CATCH BASINS, AREA DRAINS, JUNCTION BOXES, AND MANHOLES INCLUDING INTERIOR AND EXTERIOR BOX INTEGRITY AND PIPING INTO AND OUT OF THE BOX			
A.	INLET 0 TO 4 FEET	10 EA	\$ 2,500.00 EA	\$ 25,000.00
B.	INLET 4 TO 8 FEET	10 EA	\$ 2,500.00 EA	\$ 25,000.00
C.	STORM MANHOLE 4 TO 8 FEET	10 EA	\$ 2,500.00 EA	\$ 25,000.00
D.	STORM MANHOLE 8 TO 12 FEET	10 EA	\$ 2,500.00 EA	\$ 25,000.00



12	SAW AND REMOVE, DISPOSE OFFSITE AND REPLACE AN ESTIMATED 75,000SF ANNUALLY OF EXISTING CONCRETE PAVEMENTS, ALL THICKNESSES (INCLUDING CURBS, MEASURED HORIZONTALLY TO THE BACK OF THE CURB), FROM VARIOUS PUBLIC RIGHT-OF-WAY OR EASEMENTS CITY WIDE			
A.	NEW 4" CONCRETE #3 REBAR 15" OC	1 SF	\$ 7.19 SF	\$ 7.19
B.	NEW 6" CONCRETE #3 REBAR 12" OC	1 SF	\$ 6.25 SF	\$ 6.25
C.	NEW 7" CONCRETE #4 REBAR 24" OC	1 SF	\$ 9.50 SF	\$ 9.50
D.	NEW 8" CONCRETE #4 REBAR 12" OC	1 SF	\$ 10.00 SF	\$ 10.00
E.	DEMO AND NEW 4" CONCRETE #3 REBAR 15" OC	1 SF	\$ 8.14 SF	\$ 8.14
F.	DEMO AND NEW 6" CONCRETE #3 REBAR 12" OC	1 SF	\$ 11.37SF	\$ 11.37
G.	DEMO AND NEW 7" CONCRETE #4 REBAR 24" OC	1 SF	\$ 13.62SF	\$ 13.62
H.	DEMO AND NEW 8" CONCRETE #4 REBAR 12" OC	1 SF	\$ 14.12 SF	\$ 14.12
I.	SAW CUTTING FULL DEPTH 4"	75 LF	\$ 6.60 LF	\$ 495.00
J.	SAW CUTTING FULL DEPTH 6"	75 LF	\$ 9.90 LF	\$ 742.50
K.	SAW CUTTING FULL DEPTH 7"	75 LF	\$ 13.20 LF	\$ 990.00
L.	SAW CUTTING FULL DEPTH 8"	75 LF	\$ 13.20 LF	\$ 990.00
13	DEMOLITION OF CURBS			
A.	0 TO 100LF	LF	\$ 2.00 LF	\$ 2.00
B.	101 TO 250LF	LF	\$ 1.50 LF	\$ 1.50
C.	251 TO 500LF	LF	\$ 1.00 LF	\$ 1.00
14	NEW 6" X 6" CURBS	5,000 LF		
A.	0 TO 100LF	LF	\$ LF 9.00	\$ 9.00
B.	101 TO 250LF	LF	\$ LF 8.00	\$ 8.00
C.	251 TO 500 LF	LF	\$ LF 7.00	\$ 7.00
15	CONCRETE PRESSURE GROUTING; CONCRETE SIDEWALKS AND STREETS, ALL THICKNESSES, ALL TYPES	25,500 SF	\$ 4.35 SF	\$ 110,925.00
16	REPAIR OR INSTALLATION OF ADA RAMPS			
A.	TYPE 7 ADA RAMP	50 EA	\$ 875.00 EA	\$ 43,750.00
B.	TYPE 9 ADA RAMP	50 EA	\$ 875.00 EA	\$ 43,750.00
17	SLOPE PAVING			



A.	SLOPE PAVING 4" #4 REBAR 24" OC	1 SF	\$ 28.90 SF	\$ 28.90
B.	SLOPE PAVING 6" #4 REBAR 24" OC	1 SF	\$ 29.90 SF	\$ 29.90
			GRAND TOTAL	\$ 445,385.11 \$ 446,388.11

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

BROOKS CONCRETE INC

Name of Firm/Company

Chris Brooks

Vice President

Agent's Name (Please Print)

Agent's Title

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November 4, 2019

Authorized Signature

Date