



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between **AAA Asphalt Construction, Inc.** ("Contractor"), located at **10526 Tanner Rd., Houston, TX 77041** and **City of League City** ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **asphalt rehabilitation of specified roads**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall begin on **August 20, 2018** and shall terminate on **February 1, 2019**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the 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, the 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. This Agreement is eligible for **NA** renewal option(s) with a term of **NA** year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$1,446,355.35** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor **is** required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. 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. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **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 for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the 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 of League 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, the 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 the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the 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 the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the 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 the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the 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 the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **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 incorporation; 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.
10. **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.

11. **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 the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, 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.**
13. **Force Majeure:** Neither the 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 from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract by either party to the other may be affected 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 notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *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.
16. **State 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 (collectively, "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.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **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 the City and the 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 the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) 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, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement 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.
20. **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.
21. **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.
22. **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.
23. **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, such loss or damage will be Contractor's responsibility.
24. **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.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract 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 contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **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"), and 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.
27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

28. **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 the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** 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.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, 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.
31. **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, Texas Government Code.

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

AAA ASPHALT CONSTRUCTION, INC. - "Contractor"

Daniel D. Hoffman, 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
(11 number of pages, including this page)

See Next Page...

BID PROPOSAL

COPY

Date: June 19, 2018

Bid of AAA Asphalt Paving, Inc.
(Legal Name of Bidder – Company)

- ☐ an individual proprietorship
- ☒ a corporation organized and existing under the laws of Texas
- ☐ a partnership consisting of _____
- _____
- ☐ a joint venture
- ☐ other _____

FOR:

CONSTRUCTION OF THE
VARIOUS STREETS – SHELLSIDE AREA
AND WEST OF RAILROAD
CIP# RE-1704B – Package #3
ASPHALT OVERLAY PROJECT
BID NO. 18-034A

CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS

HR GREEN JOB NO. 170534

TO:

CITY OF LEAGUE CITY
HR Green, Inc.
11011 Richmond Avenue, Suite 200
Houston, Texas 77042

PROPOSAL BIDDING SHEET
**CONSTRUCTION OF THE
VARIOUS STREETS – SHELLSIDE AREA
AND WEST OF RAILROAD
CIP# RE-1704B – Package #3
ASPHALT OVERLAY PROJECT
MASTER BASE BID AND ALTERNATE NO. 1 BID
BID NO. 18-034A
CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS
HR GREEN JOB NO. 170534**

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of Mayhaw St., Olive St., Strawberry St., Virginia Ave., Arkansas Ave., Maryland Ave., Oklahoma Ave., and Kentucky Ave., Dallas Ave., E. Peach St.(Alt No.1), Perkins Ave.(Alt No.1), Waco Ave.(Alt No.1), in addition to clean up the site to the satisfaction of the Owner/ Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

MASTER BASE BID

SITE PREPARATION ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	126.9	STA	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	\$ 250.00	\$ 31,750.00 <i>\$31,725.00</i>
2.	30,430	SY	Milling Existing Pavement (Exist Rdwy & Drwy), In accordance with Drawings and Specifications	\$ 2.25	\$ 68,467.50
Subtotal Site Preparation Items					\$ 100,217.50

PAVING ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
3.	175.7	Tons	Hot Mix-Hot Laid Asphaltic Concrete Pavement (Level-Up) (1-inch)(110 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 78.00	\$ 13,704.60
4.	175.7	Tons	Hot Mix-Hot Laid Asphaltic Concrete Pavement (Surface) (1-inch) (110 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 78.00	\$ 13704.60

PROPOSAL BIDDING SHEET

**CONSTRUCTION OF THE
VARIOUS STREETS – SHELLSIDE AREA
AND WEST OF RAILROAD
CIP# RE-1704B – Package #3
ASPHALT OVERLAY PROJECT**

**BID NO. 18-034A
CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS
HR GREEN JOB NO. 170534**

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
5.	2,246.7	Tons	Hot Mix-Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 75.00	\$ 168,502.50
6.	2,246.7	Tons	Hot Mix-Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 75.00	\$ 168,502.50
7.	3,046	Gal	Tack Coat (SS-1)(0.10 Gal/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 3.50	\$ 10,661.00
8.	7,606	Gal	Prime Coat (SS-1)(0.25 Gal/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 2.00	\$ 15,212.00
9.	5,135.6	Tons	Base Repair (At Selected Areas) (10" Black Base)(1100 lbs/SY), Complete in place accordance with Drawings and Specifications	\$ 77.00	\$ 395,441.20
10.	115.26	STA	Backfill Material Reclaimed Asphalt Pavement (Shoulder Dressing), In accordance with Drawings and Specifications	\$ 225.00	\$ 25,933.50
Subtotal Paving Items					\$ 811,661.90

PROPOSAL BIDDING SHEET - CONTINUED

VARIOUS STREETS - SHELLSIDE AREA
AND WEST OF RAILROAD
CIP# RE-1704B - Package #3
ASPHALT OVERLAY PROJECT
BID NO. 18-034A

CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS
HR Green JOB NO. 170534

TRAFFIC CONTROL ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
11.	3	Mo.	Temporary Traffic Handling and Control & Flagmen	\$ 7500.00	\$ 22,500.00
Subtotal Paving Items					\$ 22,500.00

SIGNING AND PAVEMENT MARKING ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
12.	28	EA	2-Way Blue Reflective Marker	\$ 13.50	\$ 378.00
13.	358	LF	Thermo Pvmt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawing and Specifications	\$ 6.00	\$ 2,148.00

PROPOSAL BIDDING SHEET - CONTINUED

**VARIOUS STREETS – SHELLSIDE AREA
AND WEST OF RAILROAD
CIP# RE-1704B – Package #3
ASPHALT OVERLAY PROJECT
BID NO. 18-034A**

**CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS
HR Green JOB NO. 170534**

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
14.	2	EA	City Project Signs, Complete in Place In, accordance with Drawing and Specifications	\$ <u>600.00</u>	\$ <u>1,200.00</u>
Subtotal for Signing and Pavement Markings					\$ <u>3,726.00</u>

SUPPLEMENTAL ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
15.	10	EA	Adjust Existing Manhole to grade, In accordance with Drawings and Specifications	\$ <u>400.00</u>	\$ <u>4,000.00</u>
16.	10	EA	Adjust Existing Water Valves to grade, in accordance with Drawings and Specifications	\$ <u>350.00</u>	\$ <u>3,500.00</u>
Subtotal for Supplemental Items					\$ <u>7,500.00</u>

SUMMATION SHEET

CONSTRUCTION OF
THE VARIOUS STREETS – SHELLSIDE AREA
AND WEST OF RAILROAD
CIP# RE-1704B – Package #3
ASPHALT OVERLAY PROJECT (ALTERNATE NO.1)

ALTERNATE NO. 1 BID

<u>SITE PREPARATION ITEMS</u>					
ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
17.	58.6	STA	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	\$ 250.00	\$ 14,650.00
18.	16,599	SY	Milling Existing Pavement (Exist Rdwy & Drwy), In accordance with Drawings and Specifications	\$ 2.25	\$ 37,347.75
Subtotal Site Preparation Items					\$ 51,997.75

PAVING ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
19.	1,369.3	Tons	Hot Mix-Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 78.00	\$ 106,805.40
20.	1,369.3	Tons	Hot Mix-Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 78.00	\$ 106,805.40
21.	1,661	Gal	Tack Coat (SS-1)(0.10 Gal/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 3.50	\$ 5,813.50
22.	4,149	Gal	Prime Coat (SS-1)(0.25 Gal/SY), Complete in Place, In accordance with Drawings and Specifications	\$ 2.00	\$ 8,298.00
23.	2,619.2	Tons	Base Repair (At Selected Areas) (10" Black Base)(1100 lbs/SY), Complete in place accordance with Drawings and Specifications	\$ 77.00	\$ 201,678.40

PROPOSAL BIDDING SHEET - CONTINUED

VARIOUS STREETS - SHELLSIDE AREA
AND WEST OF RAILROAD
CIP# RE-1704B - Package #3
ASPHALT OVERLAY PROJECT (ALTERNATE NO.1)
BID NO. 18-034A

CITY OF LEAGUE CITY GALVESTON
COUNTY, TEXAS

HR Green JOB NO. 170534

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
24.	58.6	STA	Backfill Material Reclaimed Asphalt Pavement (Shoulder Dressing), In accordance with Drawings and Specifications	\$ 250.00	\$ 14,650.00

Subtotal Paving Items \$ 444,050.70

SIGNING AND PAVEMENT MARKING ITEMS

25.	11	EA	2-Way Blue Reflective Marker	\$ 13.50	\$ 148.50
26.	138	LF	Thermo Pvmt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawing and Specifications	\$ 6.00	\$ 828.00

Subtotal for Signing and Pavement Markings \$ 976.50

PROPOSAL BIDDING SHEET - CONTINUED

VARIOUS STREETS - SHELLSIDE AREA
AND WEST OF RAILROAD
CIP# RE-1704B - Package #3
ASPHALT OVERLAY PROJECT (ALTERNATE NO.1)
BID NO. 18-034A

CITY OF LEAGUE CITY
GALVESTON COUNTY,
TEXAS

HR Green JOB NO. 170534

SUPPLEMENTAL ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
27.	5	EA	Adjust Existing Manhole to grade, In accordance with Drawings and Specifications	\$ <u>400.00</u>	\$ <u>2,000.00</u>
28.	5	EA	Adjust Existing Water Valves to grade, in accordance with Drawings and Specifications	\$ <u>350.00</u>	\$ <u>1,750.00</u>
Subtotal for Supplemental Items					\$ <u>3,750.00</u>

PROPOSAL BIDDING SHEET - CONTINUED

VARIOUS STREETS - SHELLSIDE AREA
AND WEST OF RAILROAD
ASPHALT OVERLAY PROJECT
CIP# RE-1704B - Package #3

BID NO. 18-034A
CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS
HR GREEN JOB NO. 170534

MASTER BASE BID ITEMS

SUBTOTAL FOR SITE PREPARATIONS ITEMS	\$ 100,217.50 100,192.50
SUBTOTAL FOR PAVING ITEMS	\$ 811,661.90
SUBTOTAL FOR TRAFFIC CONTROL ITEMS	\$ 22,500.00
SUBTOTAL FOR SIGNING AND PAVEMENT MARKING ITEMS	\$ 3,726.00
SUBTOTAL FOR SUPPLEMENTAL ITEMS	\$ 7,500.00
SUB TOTAL	\$ 945,605.40 945,580.40

ALTERNATE NO.1 ITEMS

SUBTOTAL FOR SITE PREPARATIONS ITEMS	\$ 51,997.75
SUBTOTAL FOR PAVING ITEMS	\$ 444,050.70
SUBTOTAL FOR SIGNING AND PAVEMENT MARKING ITEMS	\$ 976.50
SUBTOTAL FOR SUPPLEMENTAL ITEMS	\$ 3,750.00
SUB TOTAL	\$ 500,774.95

TOTAL AMOUNT MASTER BASE BID	\$ 945,605.40 945,580.40
TOTAL AMOUNT ALTERNATE NO.1 BID	\$ 500,774.95

GRAND TOTAL AMOUNT BOTH BID ITEMS	\$ 1,446,380.35 1,446,355.35
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VARIOUS STREETS – SHELLSIDE AREA
AND WEST OF RAILROAD
ASPHALT OVERLAY PROJECT
CIP# RE-1704B – Package #3

BID NO. 18-034A
CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS
HR GREEN JOB NO. 170534

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to complete the work within 150 calendar days after the date the work commences and to complete the project within 165 calendar days after the date the work commences.

This bid proposal shall be considered part of the contract.


(Signature)

Michael D. Hoffman
(Type Name)

President
(Title)


(Attest)

(Seal, If Bidder is a Corporation)

AAA Asphalt Paving, Inc
(Company Name – Bidder)

10526 Tanner Rd
(Address)

Houston, TX 77041
(City) (County) (Zip)

713-896-7373
(Phone No.)

713-896-8889
(Fax No.)

mikeh@aaa-asphalt.com
(E-mail Address)