

**Asphalt Street Rehabilitation Package 4 Project
RE1704D**

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is effective as of the _____ day of _____ in the year 2019 by and between City of League City (hereinafter called "**OWNER**") and **Angel Brothers Enterprises Ltd.** (hereinafter called "**CONTRACTOR**").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as the **Asphalt Street Reconstruction Project Package 4 CIP No. RE1704D** and all necessary work of every kind or nature, including all extra work in connection therewith necessary to complete said improvements, under the terms as stated in the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

The Contract Documents, which are herein incorporated by reference, include this Agreement, any Addenda, General Conditions, Supplementary Conditions, all specifications and plans, the Bid Proposal submitted by CONTRACTOR and any written modifications, CONTRACTOR'S Performance and Payment Bonds, and all other Bid Documents (including Technical Specifications and Diagrams) for the **Asphalt Street Reconstruction Project Package 4 CIP No. RE1704D** that are located in the Project Manual for Bid No.ITB 19-CIP-023.

ARTICLE 3. ENGINEER.

The Project has been designed by: HR Green, who is hereinafter called "**ENGINEER**" and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME.

The Contract Time begins to run on the date indicated in the Notice to Proceed. Contractor shall mobilize and begin Work in earnest no later than ten (10) calendar days after the date indicated on the Notice to Proceed. The Work will be complete within **270 (two hundred seventy)** calendar days after the date the Contract Time commences.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows: Three million eight hundred twenty-eight thousand four hundred forty-six dollars and sixty-four cents. (\$3,828,446.64.)

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit, and ENGINEER shall process, Applications for Payment in accordance with the General, Supplementary, and Special Conditions.

- 6.1 **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. The CONTRACTOR must submit its pay estimate as prescribed in the Supplementary and Special Conditions of these Contract Documents. An amount not exceeding ten percent of the total of each progress payment shall be retained by OWNER as allowed by law.
- 6.2 **Final Payment.** Completion and acceptance of the Work by ENGINEER and OWNER is a condition precedent to final payment. Contingent upon completion and acceptance of the Work by ENGINEER and OWNER, the OWNER shall make final payment including payment of retainage as allowed by law.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

To induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined, carefully studied and understands the Contract Documents (including Addenda) and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR visited the site and became familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports, explorations and tests of subsurface conditions and physical conditions at or contiguous to the site. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of such and information and data.
- 7.5 CONTRACTOR is aware of the general nature of work performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.8 **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.

7.9 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed five (5) copies of this Agreement. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2019.

OWNER: CITY OF LEAGUE CITY

CONTRACTOR:

By: _____
John Baumgartner, City Manager

By: _____
Authorized Agent

Attest:

By: _____
Diana Stapp, City Secretary

Approved as to Form:

By: _____
Nghiem V. Doan, City Attorney

Address for giving notices:

300 West Walker Street
League City, Texas 77573

Address for giving notices:



2200 Renaissance Blvd, Ste. 400
King of Prussia, PA 19406-2755
Ph. (610) 832-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Angel Brothers Enterprises, Ltd.

Liberty Mutual Fire Insurance Company, as principal (the "Principal"), and
"Surety"), are held and firmly bound unto City of League City

, as obligee (the "Obligee"), in
the penal sum of Five Percent of the Greatest Amount Bid

Dollars (\$5% G.A.B.),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Asphalt Reconstruction Package 4 - Bid: ITB
19-CIP-023

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 16th day of July, 2019.

WITNESS / ATTEST

Kelly Reynolds

Angel Brothers Enterprises, Ltd.

(Principal)

By: Chance Angel (Seal)

Name:

Title: Chance Angel, Vice President

Liberty Mutual Fire Insurance Company

(Surety)

By: Lauren C. Moudy (Seal)

Lauren C. Moudy Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Fire Insurance Company
Wausau, Wisconsin

Certificate No: 8201247

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: Liberty Mutual Fire Insurance Company, being a Wisconsin Corporation having its principal office in the City of Wausau, State of Wisconsin does hereby make, constitute and appoint Ashley Britt Platt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Kristi Lovett, Barry K. McCord, David T. Miclette, Lauren O. Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows:

bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to Dollar amount

and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Appointment of Attorneys-in-Fact by Liberty Mutual Fire Insurance Company are made pursuant to Article V, Section 10 of Liberty Mutual Fire Insurance Company's By-Laws, as amended and by Unanimous Consent of the Board of Directors dated May 21st, 2013. Further, the President of Liberty Mutual Fire Insurance Company, executed a Delegation of Authority and authorized the assistant secretary signing below to appoint attorneys-in-fact as may be necessary to act on behalf of Liberty Mutual Fire Insurance Company to make execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances, and other surety obligations.

IN WITNESS WHEREOF, Liberty Mutual Fire Insurance Company has caused these presents to be signed by its authorized representatives, and its Corporate Seal to be hereto affixed, this 10th day of May, 2019.



Liberty Mutual Fire Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

Attest:

Lisa Love
Lisa Love

State of PENNSYLVANIA
County of MONTGOMERY ss

The foregoing instrument was acknowledged before me this 10th day of May, 2019 by David M. Carey, an authorized representative of Liberty Mutual Fire Insurance Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, affixed, this 16th day of July, 2019



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

BID PROPOSAL

Date: July 23, 2019

Bid of Angel Brothers Enterprises, Ltd.
(Legal Name of Bidder – Company)

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

FOR:

**CONSTRUCTION OF THE
VARIOUS STREETS – SHELLSIDE AREA**

**CIP# RE-1704D – Package #4
ASPHALT OVERLAY PROJECT
BID: ITB 19-CIP-023**

**CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS**

HR GREEN JOB NO. 181279

TO:

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

A. Site Preparation Items Master Base Bid

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	94.51	STA	\$ <u>2,700.⁰⁰</u>	\$ <u>255,177.⁰⁰</u>
2	Milling Existing Asphalt Pavement (2" to 5") (Existing Rdwy & Drwy), In accordance with Drawings and Specifications	19,127.62	SY	\$ <u>8.⁵⁰</u>	\$ <u>162,584.⁷⁷</u>
3	Remove ACP Pavement and Base for Full Reconstruction (All depths)	12,509.58	SY	\$ <u>13.⁰⁰</u>	\$ <u>162,624.⁵⁴</u>
4	Excavation, In accordance with Drawings and Specifications	3,127.40	CY	\$ <u>28.⁰⁰</u>	\$ <u>87,567.²⁰</u>
5	Remove Existing Concrete Curb and Gutter and Base (All Depths)	7,184.0	LF	\$ <u>6.⁰⁰</u>	\$ <u>43,104.⁰⁰</u>
Subtotal for Site Preparation					\$ <u>711,057.⁵¹</u>

B. Pavement Items Master Base Bid

Item	Description	Quantity	Unit	Unit Price	Total Price
6	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1-inch)(110lbs/SY), Complete in Place, In accordance with Drawings and Specifications	730.20	Tons	\$ <u>120.⁰⁰</u>	\$ <u>87,624.⁰⁰</u>
7	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-up) (1-inch)(110lbs/SY), Complete in Place, In accordance with Drawings and Specifications	730.20	Tons	\$ <u>120.⁰⁰</u>	\$ <u>87,624.⁰⁰</u>
8	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	1,454.10	Tons	\$ <u>120.⁰⁰</u>	\$ <u>174,492.⁰⁰</u>

9	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	1,454.10	Tons	\$ <u>120.⁰⁰</u>	\$ <u>174,492.⁰⁰</u>
10	Tack Coat (SS-1)(0.25Gal/SY), Complete in Place, In accordance with Drawings and Specifications	3,163	Gal	\$ <u>0.⁰¹</u>	\$ <u>31.⁶³</u>
11	Prime Coat (SS-1)(0.10Gal/SY), Complete in Place, In accordance with Drawings and Specifications	7,910	Gal	\$ <u>0.⁰¹</u>	\$ <u>79.¹⁰</u>
12	Base Repair (At Select Areas)(10" Black Base)(1100 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	3,675.60	Tons	\$ <u>139.⁰⁰</u>	\$ <u>510,908.⁴⁰</u>
13	Backfill Material, Reclaimed Asphalt Pavement (RAP) for Shoulder Dressing, In accordance with Drawings and specifications	56.47	STA	\$ <u>360.⁰⁰</u>	\$ <u>20,329.²⁰</u>
14	8" Base Crushed Limestone (Type A or B)(Grade 1), In accordance with Drawings and Specifications	12509.58	SY	\$ <u>25.⁰⁰</u>	\$ <u>312,739.⁵⁰</u>
15	6" Lime Treated Subgrade, in accordance with Drawings and Specifications	12509.58	SY	\$ <u>7.⁰⁰</u>	\$ <u>87,567.⁰⁶</u>
16	Lime (Hydrated Lime)(Dry), In accordance with Drawing and Specifications	168.88	Tons	\$ <u>220.⁰⁰</u>	\$ <u>37,153.⁶⁰</u>
17	Block Sodding for Site Restoration (5' Behind Curb)	4227.0	SY	\$ <u>6.⁰⁰</u>	\$ <u>25,362.⁰⁰</u>
18	Remove and Replace Combination Curb & Grate Inlet	8.0	EA	\$ <u>2,600.⁰⁰</u>	\$ <u>20,800.⁰⁰</u>
19	2' Wide Concrete Curb and Gutter (with 8" Cement Stabil Sand), Complete in Place, In accordance with Drawings and Specifications.	7184.0	LF	\$ <u>27.⁰⁰</u>	\$ <u>193,968.⁰⁰</u>
Subtotal for Pavement Items					\$ <u>1,733,170.⁴⁴</u>

C. Construction Traffic Control Items
Master Base Bid

Item	Description	Quantity	Unit	Unit Price	Total Price
20	Temporary Traffic Handling and Control & Flagmen	4	Mo.	\$ <u>7,000.⁰⁰</u>	\$ <u>28,000.⁰⁰</u>
Subtotal for Construction Traffic Control Items					\$ <u>28,000.⁰⁰</u>

D. Signing and Pavement Marking Items
Master Base Bid

Item	Description	Quantity	Unit	Unit Price	Total Price
21	2-Way Blue Reflective Marker	15	Ea.	\$ <u>15.⁰⁰</u>	\$ <u>225.⁰⁰</u>
22	Thermo Pvmt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawings and Specifications	259	LF	\$ <u>6.⁰⁰</u>	\$ <u>1,554.⁰⁰</u>
23	City Project Signs, Complete in Place, In accordance with Drawings and Specifications	2	Ea.	\$ <u>1,000.⁰⁰</u>	\$ <u>2,000.⁰⁰</u>
Subtotal for Sign and Pavement Marking Items					\$ <u>3,779.⁰⁰</u>

E. Supplemental Items Master Base Bid

Item	Description	Quantity	Unit	Unit Price	Total Price
24	Adjust Exist Manhole to grade, In accordance with drawings and Specifications	10	Ea.	\$ <u>300.⁰⁰</u>	\$ <u>3,000.⁰⁰</u>
25	Adjust Existing Water Valves to grade, In accordance with Drawings and Specifications	10	Ea.	\$ <u>300.⁰⁰</u>	\$ <u>3,000.⁰⁰</u>

Subtotal for Supplemental Items					\$ <u>6,000.⁰⁰</u>
GRAND TOTAL MASTER BASE BID					\$ <u>2,482,007.⁰⁰</u>

A. Site Preparation Items Alternate #1

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	34.34	STA	\$ <u>2,700.⁰⁰</u>	\$ <u>92,718.⁰⁰</u>
2	Milling Existing Asphalt Pavement (2" to 5") (Existing Rdwy & Drwy), In accordance with Drawings and Specifications	6,319.37	SY	\$ <u>8.⁵⁰</u>	\$ <u>53,714.⁶⁵</u>
3	Remove ACP Pavement and Base for Full Reconstruction (All depths)	3,543.63	SY	\$ <u>13.⁰⁰</u>	\$ <u>46,067.¹⁹</u>
4	Excavation, In accordance with Drawings and Specifications	885.91	CY	\$ <u>28.⁰⁰</u>	\$ <u>24,805.⁴⁸</u>
Subtotal for Site Preparation					\$ <u>217,305.³²</u>

B. Pavement Items Alternate #1

Item	Description	Quantity	Unit	Unit Price	Total Price
5	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	813.70	Tons	\$ <u>120.⁰⁰</u>	\$ <u>97,644.⁰⁰</u>
6	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	813.70	Tons	\$ <u>120.⁰⁰</u>	\$ <u>97,644.⁰⁰</u>

7	Tack Coat (SS-1)(0.25Gal/SY), Complete in Place, In accordance with Drawings and Specifications	986	Gal	\$ <u>0.⁰¹</u>	\$ <u>9.⁸⁶</u>
8	Prime Coat (SS-1)(0.10Gal/SY), Complete in Place, In accordance with Drawings and Specifications	2,466	Gal	\$ <u>0.⁰¹</u>	\$ <u>24.⁶⁶</u>
9	Base Repair (At Select Areas)(10" Black Base)(1100 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	1,004.30	Tons	\$ <u>139.⁰⁰</u>	\$ <u>139,597.⁷⁰</u>
10	Backfill Material, Reclaimed Asphalt Pavement (RAP) for Shoulder Dressing, In accordance with Drawings and specifications	34.34	STA	\$ <u>360.⁰⁰</u>	\$ <u>12,362.⁴⁰</u>
11	8" Base Crushed Limestone (Type A or B)(Grade 1), In accordance with Drawings and Specifications	3543.63	SY	\$ <u>25.⁰⁰</u>	\$ <u>88,590.⁷⁵</u>
12	6" Lime Treated Subgrade, in accordance with Drawings and Specifications	3543.63	SY	\$ <u>7.⁰⁰</u>	\$ <u>24,805.⁴¹</u>
13	Lime (Hydrated Lime)(Dry), In accordance with Drawing and Specifications	47.84	Tons	\$ <u>220.⁰⁰</u>	\$ <u>10,524.⁸⁰</u>
Subtotal for Pavement Items					\$ <u>471,203.⁵⁸</u>
C. Signing and Pavement Marking Items Alternate #1					
Item	Description	Quantity	Unit	Unit Price	Total Price
14	2-Way Blue Reflective Marker	7	Ea.	\$ <u>15.⁰⁰</u>	\$ <u>105.⁰⁰</u>
15	Thermo Pvmt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawings and Specifications	96	LF	\$ <u>6.⁰⁰</u>	\$ <u>576.⁰⁰</u>
Subtotal for Sign and Pavement Marking Items					\$ <u>681.⁰⁰</u>
GRAND TOTAL ALTERNATE #1					\$ <u>689,189.⁷⁰</u>

A. Site Preparation Items Alternate #2

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	29.69	STA	\$ <u>2,700.⁰⁰</u>	\$ <u>80,163.⁰⁰</u>
2	Milling Existing Asphalt Pavement (2" to 5") (Existing Rdwy & Drwy), In accordance with Drawings and Specifications	4,328.45	SY	\$ <u>8.⁵⁰</u>	\$ <u>36,791.⁸³</u>
3	Remove ACP Pavement and Base for Full Reconstruction (All depths)	4,608.45	SY	\$ <u>13.⁰⁰</u>	\$ <u>59,909.⁸⁵</u>
4	Excavation, In accordance with Drawings and Specifications	1,152.11	CY	\$ <u>28.⁰⁰</u>	\$ <u>32,259.⁰⁸</u>
Subtotal for Site Preparation					\$ <u>209,123.⁷⁶</u>

B. Pavement Items Alternate #2

Item	Description	Quantity	Unit	Unit Price	Total Price
5	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	737.30	Tons	\$ <u>120.⁰⁰</u>	\$ <u>88,476.⁰⁰</u>
6	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	737.30	Tons	\$ <u>120.⁰⁰</u>	\$ <u>88,476.⁰⁰</u>
7	Tack Coat (SS-1)(0.25Gal/SY), Complete in Place, In accordance with Drawings and Specifications	894	Gal	\$ <u>0.⁰¹</u>	\$ <u>8.⁹⁴</u>
8	Prime Coat (SS-1)(0.10Gal/SY), Complete in Place, In accordance with Drawings and Specifications	2,234	Gal	\$ <u>0.⁰¹</u>	\$ <u>22.³⁴</u>
9	Base Repair (At Select Areas)(10" Black Base)(1100 lbs/SY), Complete in Place, In accordance with Drawings	706.30	Tons	\$ <u>139.⁰⁰</u>	\$ <u>98,175.⁷⁰</u>

	and Specifications				
10	Backfill Material, Reclaimed Asphalt Pavement (RAP) for Shoulder Dressing, In accordance with Drawings and specifications	29.69	STA	\$ <u>360.⁰⁰</u>	\$ <u>10,688.⁴⁰</u>
11	8" Base Crushed Limestone (Type A or B)(Grade 1), In accordance with Drawings and Specifications	4608.45	SY	\$ <u>25.⁰⁰</u>	\$ <u>115,211.²⁵</u>
12	6" Lime Treated Subgrade, in accordance with Drawings and Specifications	4608.45	SY	\$ <u>7.⁰⁰</u>	\$ <u>32,259.¹⁵</u>
13	Lime (Hydrated Lime)(Dry), In accordance with Drawing and Specifications	62.21	Tons	\$ <u>220.⁰⁰</u>	\$ <u>13,686.²⁰</u>
Subtotal for Pavement Items					\$ <u>447,003.⁹⁸</u>
C. Signing and Pavement Marking Items Alternate #2					
Item	Description	Quantity	Unit	Unit Price	Total Price
14	2-Way Blue Reflective Marker	8	Ea.	\$ <u>15.⁰⁰</u>	\$ <u>120.⁰⁰</u>
15	Thermo Pvmt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawings and Specifications	167	LF	\$ <u>6.⁰⁰</u>	\$ <u>1,002.⁰⁰</u>
Subtotal for Sign and Pavement Marking Items					\$ <u>1,122.⁰⁰</u>
GRAND TOTAL ALTERNATE #2					\$ <u>657,249.⁷⁴</u>

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE
VARIOUS STREETS – SHELLSIDE AREA
CIP# RE-1704D – Package #4
ASPHALT OVERLAY PROJECT

BID: ITB 19-CIP-023
CITY OF LEAGUE
CITY GALVESTON
COUNTY, TEXAS

HR GREEN JOB NO. 181279

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 David Ave, S. Kansas Ave, Iowa Ave, S. Illinois Ave, Michigan Ave, Colorado Ave, E. Wilkins St, E. Saunders St, W. Wilkins St, W. Saunders St, Interurban St, E. Galveston St, Houston Ave 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

PROPOSAL BIDDING

SUMMATION SHEET

CONSTRUCTION OF
THE VARIOUS STREETS – SHELLSIDE AREA
CIP# RE-1704D – Package #4
ASPHALT OVERLAY PROJECT
BID: ITB 19-CIP-023

SUBTOTAL FOR MASTER BASE BID

\$ 2,482,007.⁰⁰

SUBTOTAL FOR ALTERNATE #1 BID

\$ 689,189.⁹⁰

SUBTOTAL FOR ALTERNATE #2 BID

\$ 657,249.⁷⁴

GRAND TOTAL AMOUNT

\$ 3,828,446.⁶⁴

CALENDAR DAYS WITH MASTER BID = 150 Days

CALENDAR DAYS WITH MASTER BID PLUS ALTERNATE 1 = 210 Days

CALENDAR DAYS WITH MASTER BID PLUS ALTERNATE 2 = 210 Days

CALENDAR DAYS WITH MASTER BID PLUS ALTERNATE 1 AND ALTERNATE 2 = 270 Days

VARIOUS STREETS – SHELLSIDE AREA
ASPHALT OVERLAY PROJECT
CIP# RE-1704D – Package #4

BID: ITB 19-CIP-023
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 City of League City, and to complete the work within calendar days proposed by the contractor after the date the work commences and to complete the project with 30 calendar days after the work is substantially complete.

This bid proposal shall be considered part of the contract.

Chance Angel
(Signature)

Chance Angel
(Type Name)

Vice President
(Title)

Kelly Reynolds
(Attest)

(Seal, If Bidder is a Corporation)

Angel Brothers Enterprises, Ltd.
(Company Name – Bidder)

3003 Kilgore Pkwy., P. O. Box 570
(Address)

Baytown, Chambers 77522
(City) (County) (Zip)

281-421-5721
(Phone No.)

281-421-5796
(Fax No.)

chance@angelbrothers.com
(E-mail Address)

**CONSTRUCTION OF THE
THE VARIOUS STREETS – SHELLSIDE AREA
CIP# RE-1704D – Package #4
ASPHALT OVERLAY PROJECT
BID: ITB 19-CIP-023**

**CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS**

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.


Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this bid.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 CA Addendum #2 CA Addendum #3 _____
Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: Angel Brothers Enterprises, Ltd.
REPRESENTATIVE's NAME: Chance Angel
REPRESENTATIVE's TITLE: Vice President
MAILING ADDRESS: P. O. Box 570
CITY, STATE, ZIP: Baytown, Texas 77522
PHONE & FAX NUMBERS: P 281-421-5721; F 281-421-5796
E-MAIL ADDRESS: chance@angelbrothers.com
AUTHORIZED SIGNATURE: 
DATE: July 23, 2019

BIDDER'S PRELIMINARY STATEMENT OF QUALIFICATIONS

Preliminary Qualification Statements

The Owner requires that certain criteria be met by each Bidder interested in submitting a Bid for this work. The Bidder must be able to answer "YES" to first three questions below to be eligible to bid on this Project, and "NO" to the last question. If you cannot answer "YES" to the first three questions and "No" to the last question, your Bid will not be opened or considered.

Preliminary Qualification Statements	Answer
My Organization has successfully completed at least five projects similar in cost and scope to this Project in the last five years.	Yes
The amount of my Organization's bonding capacity is at least \$5,000,000.	Yes
My Organization has been in business for a minimum of five years.	Yes
Has your Organization ever been found in default of any contract or had claims on a performance a bond or a claim on a payment bond that the surety funded?	No

Required Supporting and Background Information

Please complete the attached Statement of Bidder's Qualifications (if requested) regarding your Organization's history and background. Please note that all questions must be answered in the format provided and that a notarized signature is required at the end of the form. Upon request, this document can be provided electronically to assist in your submittal preparation.

Bidder Qualifications:

A prospective Bidder must, at a minimum, have been in business for five (5) or more years constructing similar types of projects, and shall have the ability to carry one's own bonds. Completion of the Bidder's Statement of Qualifications does not necessarily qualify a prospective Bidder, however, failure to complete and submit the Statement is sufficient in and of itself, to disqualify a Bidder from consideration of Contract award. After receipt of Bids, each Bidder requested to do so shall, within five (5) days, furnish complete information pertaining to its financial conditions and such other evidence deemed necessary to show the Bidder's ability to perform satisfactorily the work on which it has bid, and within the designated time.

The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its rights, title, or interest therein without the approval of the Owner and the Engineer. As a condition of this Agreement, the Contractor is required to perform at least sixty (60) percent of the work (based on total contract price awarded, complete in place) with personnel directly employed with the individual proprietorship, corporation or partnership which executes the Agreement. Contractor may be required to submit to Owner within five (5) days after receipt of Bids, a list of all subcontractors, suppliers, and other persons and organizations which will be performing the principal items of the work, including the percentage of the work, complete in place, to be performed by each of the named subcontractors.

The following, without limitation, are some of the causes considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

- A. More than one Bid for the same work from an individual, firm, partnership, or corporation.
- B. Evidence of collusion among Bidders.
- C. Performance of work under previous contracts, whether for this Owner or other Owners that failed to comply with contract documents, including without limitation, failure to meet standard of care or exceeding contract time.
- D. Failure to achieve reasonable progress on existing contracts.
- E. Default on previous contracts or for failure to execute contract documents after award.
- F. Existence of sworn discovery in pending litigation that discloses misconduct or willful refusal by the Bidder to comply with the subject contract or instructions of the Engineer/Owner.
- G. Contract lawsuits or arbitrations claiming damages or additional compensation within the past four years.
- H. Evidence of wrongful failure to pay subcontractors, suppliers, vendors, or employees.
- I. Failure to furnish complete information or providing false information on the Statement of Bidder's Qualifications.
- J. Failure to meet the minimum requirements as listed in the Bidder Qualifications section of this Bidder's Statement of Qualifications.
- K. Failure to comply with the INSTRUCTIONS TO BIDDERS.

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.


In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

X The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted **contains confidential information** which is labeled, and which may be found on the following pages: _____
and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Angel Brothers Enterprises, Ltd.

Signature:  Date: July 23, 2019

Print Name: Chance Angel Print Title: Vice President

HOLD HARMLESS AGREEMENT


Date: July 16, 2019

To: HR Green

Re: David Ave, S. Kansas Ave, Iowa Ave, S. Illinois Ave, Michigan Ave, Colorado Ave, E. Wilkins St, E. Saunders St, W. Wilkins St, W. Saunders St, Interurban St, E. Galveston St, and Houston Ave Asphalt Overlay Project

Hold harmless agreement: We have requested and are receiving electronic media containing intermediate survey and design information, not intended for construction or design. We agree to hold HR Green harmless for any defects in this data, including all assumptions made from or using this preliminary data. We agree that it shall be our responsibility to reconcile this electronic data with the construction plans, recorded plats, and specifications, and that only the construction plans, recorded plats, and specifications shall be regarded as the contract documentation for this project. In addition, we agree not to modify this information in any way and we agree not to release this information to any other parties.

The undersigned acknowledges his/her receipt of the electronic information, concurrence with the above statement and that he/she is an officer of Angel Brothers Enterprises, Ltd. with authority to sign this document.

Accepted by: 
Name: Chance Angel
Title: Vice President
Company: Angel Brothers Enterprises, Ltd.
Date: July 23, 2019