

**CITY OF PFLUGERVILLE
SHORT FORM CONTRACT**
(Construction and Non-Professional Services)

This contract, dated the ____ of _____, 20__, is between the City of Pflugerville ("City") and SKE Construction, LLC ("Contractor") (the "Contract").

I. TERMS

In consideration of \$2,145,818.01 ^{Two million One hundred forty five thousand eight hundred eighteen dollars and one cent} Dollars), the Contractor shall provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

II. DURATION

Contractor shall complete all required work within 180 calendar days after the effective date of this Contract.

III. PAYMENT

Payment shall be made under the terms and conditions of Attachment B, which is incorporated by reference, according to all its provisions. Payments under the Contract, including the time of payment and the payment of interest on overdue amounts, shall be subject to Chapter 225, Texas Government Code. The City reserves the right to modify any amount due to Contractor presented by invoice to the City if necessary, to conform the amount to the terms of the Contract.

Should this agreement extend beyond the current budgeted fiscal year, the Contractor and City hereby agree that the City's obligation to make payment on this Contract shall terminate should City Council fail to provide such funding after September 30th of the required year.

IV. ASSIGNMENT

Contractor may not assign any interest under this Contract without the City's prior written consent. Such consent to be at the City's sole discretion.

V. STATUS OF CONTRACTOR

The Contractor is an Independent Contractor. Contractor and Contractor's employees are not the agents, servants or employees of the City.

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This Contract may not be modified or replaced except by another signed written Contract.

VII. INDEMNITY

The Contractor must indemnify, hold harmless and defend the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the Contractor's work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, including but not limited to its officers, agent, employees, subcontractors, licensees, invitees, and other persons.

Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by the Contractor.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

VIII. INSURANCE AND BONDS

A. GENERAL REQUIREMENTS

The Contractor must maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. Contractor must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. All policies are subject to examination and approval by the City for their adequacy. The City may terminate this Contract if the Contractor fails to comply with all insurance requirements.

Insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third-party liability

policy.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

	<u>Type</u>	<u>Amount</u>
1.	Workers' Compensation Employer's Liability OR Occupational Injury/Accidental Injury Protection	Statutory Limits \$1,000,000 each accident
2.	Commercial (Public) Liability including but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability . Personal Injury (Insuring above indemnity)	\$1,000,000 per occurrence \$2,000,000 general aggregate OR \$2,000,000 combined single coverage limit
3.	Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars	\$1,000,000 combined single limit

D. STATUTORY BOND REQUIREMENTS

When applicable, the Contractor shall procure such bonds as shall be required under Texas Government Code Chapter 2253. All bonds are subject to examination and approval by the City for their adequacy. The City may terminate this contract if the Contractor fails to comply with any bond requirements.

IX. TERMINATION

Termination for Convenience

This Contract may be terminated by either party with thirty (30) days written notice. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

Termination for Default.

Subject to any other provisions for termination herein, either party to this Contract may terminate this contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice the party giving notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Acting on behalf of the City, the City Manager may terminate this Contract for the breach as provided in this paragraph. Termination of this Contract as allowed by law, including any damages or costs suffered by either party.

X. GOVERNING LAW/VENUE

Texas law governs this Contract and any lawsuit must be filed in a court that has jurisdiction in Travis County, Texas.

XI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

XII. INDEBTEDNESS TO CITY

Contractor agrees that no payments owed by him, of any nature whatsoever, to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

The City may offset payments due under this Contract against any debt, claim, demand or account owed to the City by Contractor.

XIII. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Pflugerville, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

XV. DISCLOSURES, CONFLICTS AND DISPUTE RESOLUTION

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire, Chapter 2252, Texas Government Code, and Form 1295, Certificate of Interested Parties, online filing with the Texas Ethics Commission.

This Contract will be governed by the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, regarding the obligations of the parties for any disputes arising hereunder.

XVI. MANDATORY CONDITIONS FOR GOVERNMENT CONTRACTS

When applicable, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in

Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

IN WITNESS HEREOF, the parties hereto have executed this contract:

CITY OF PFLUGERVILLE

By: _____

APPROVED AS TO FORM:

By: _____

City Attorney

CONTRACTOR

By: 

Shelly A. Eberhart (printed name)

Title: President/LEO

Federal Tax I.D. # 20-5217354

Corporate Secy's Attestation if applicable:

Corporate Seal if applicable:

ATTACHMENT A
SCOPE OF WORK

**Work Order Signature Document****ezIQC Buy Board Contract No.: 660-21**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 123347.00

Work Order Date: 11/17/2023

Work Order Title: City of Pflugerville- Waterline Installation

Owner Name: City of Pflugerville

Contractor Name: SKE Construction, LLC

Contact: Max Walther

Contact: Karl Eberhart

Phone: 512-990-6408

Phone: 281-585-4100

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 660-21.

Brief Work Order Description:

-Drill approximately 14,600LF of 8" HDPE DIPS DR11 with valves and Fire Hydrants every 500' -1.5" Services complete in place -All restoration complete in place -Requested \$150k owner contingency for all unforeseen expenses

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated DamagesWill apply: ☐Will not apply: ☒**Work Order Firm Fixed Price: \$2,145,818.01**

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Karl Eberhart
SKE Construction
PO Box 1111
Cypress, TX 77410
281-585-4100

From: Max Walther
City of Pflugerville
1611 E Pfenning Lane
Pflugerville, TX 78660
512-990-6408

Date Printed: November 17, 2023

Work Order Number: 123347.00

Work Order Title: City of Pflugerville- Waterline Installation

Brief Scope: -Drill approximately 14,600LF of 8" HDPE DIPS DR11 with valves and Fire Hydrants every 500' -1.5" Services complete in place -All restoration complete in place -Requested \$150k owner contingency for all unforeseen expenses

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Drill approximately 14,600LF of 8" HDPE DIPS DR11 with valves and Fire Hydrants every 500' -1.5" Services complete in place -All restoration complete in place -Requested \$150k owner contingency for all unforeseen expenses

Subject to the terms and conditions of JOC Contract **660-21**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: November 17, 2023

Re: IQC Master Contract #: 660-21
Work Order #: 123347.00
Owner PO #:
Title: City of Pflugerville- Waterline Installation
Contractor: SKE Construction, LLC
Proposal Value: \$2,145,818.01

Drill	\$1,080,528.37
FH	\$195,302.69
Haul Off	\$8,981.92
Mob and Equipment	\$267,159.80
Owner Contingency	\$150,000.00
Restoration	\$73,756.45
Service	\$165,232.94
SWPPP	\$5,162.12
Traffic Control	\$8,085.10
Valve	\$66,422.33
WC	\$125,186.29
Proposal Total	\$2,145,818.01

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 7.56%

Contractor's Price Proposal - Detail

Date: November 17, 2023

Re: IQC Master Contract #: 660-21
 Work Order #: 123347.00
 Owner PO #:
 Title: City of Pflugerville- Waterline Installation
 Contractor: SKE Construction, LLC
 Proposal Value: \$2,145,818.01

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Drill					
1	23 01 20 91 0036		LF	8", Water/Chlorine Pipe Disinfection/Flush/Testing	\$91,563.90
			Installation	Quantity 14,600.00 x Unit Price 5.55 x Factor 1.1300 = Total 91,563.90	
2	31 23 16 13 0045		LF	Backfill 6" Wide, 36" Deep Trench, With Compaction	\$1,933.43
			Installation	Quantity 2,900.00 x Unit Price 0.59 x Factor 1.1300 = Total 1,933.43	
3	33 05 07 13 0029		LF	8" Diameter Directional Boring For Horizontal Pipe, Underground	\$634,348.10
			Installation	Quantity 14,600.00 x Unit Price 38.45 x Factor 1.1300 = Total 634,348.10	
4	33 05 07 13 0029 0395			For Horizontal Boring Through Rock, Add	\$45,325.20
			Installation	Quantity 1,490.00 x Unit Price 26.92 x Factor 1.1300 = Total 45,325.20	
5	33 14 13 23 0431		LF	8" DR 21, Butt Fusion Joint High Density Polyethylene (HDPE) Pressure Pipe	\$208,369.74
			Installation	Quantity 14,600.00 x Unit Price 12.63 x Factor 1.1300 = Total 208,369.74	
6	33 14 13 23 0431 0053			For SDR 11, Add	\$98,988.00
			Installation	Quantity 14,600.00 x Unit Price 6.00 x Factor 1.1300 = Total 98,988.00	

Subtotal for Drill \$1,080,528.37

FH					
7	33 14 13 13 0006		LF	6", Class 50, Mechanical Joint Ductile Iron Pipe	\$5,962.50
			Installation	Quantity 145.00 x Unit Price 36.39 x Factor 1.1300 = Total 5,962.50	
8	33 14 13 13 0299		EA	8" x 6" Mechanical Joint x Swivel (MJxSW) Ductile Iron Hydrant TeeIncludes swivel gland.	\$13,047.05
			Installation	Quantity 29.00 x Unit Price 398.14 x Factor 1.1300 = Total 13,047.05	
9	33 14 19 00 0186		EA	6" Gate Valve, Mechanical Joint	\$36,251.48
			Installation	Quantity 29.00 x Unit Price 1,106.24 x Factor 1.1300 = Total 36,251.48	
10	33 14 19 00 0329		EA	5' Burial Section, Three Way, Modern Type Fire Hydrant	\$137,869.29
			Installation	Quantity 29.00 x Unit Price 4,207.18 x Factor 1.1300 = Total 137,869.29	
11	33 14 19 00 0369		EA	Up To 5' Burial Section, Removal And Reinstallation Of Fire Hydrant	\$2,172.37
			Installation	Quantity 5.00 x Unit Price 384.49 x Factor 1.1300 = Total 2,172.37	

Subtotal for FH \$195,302.69

Haul Off

Contractor's Price Proposal - Detail Continues..

Work Order Number: 123347.00

Work Order Title: City of Pflugerville- Waterline Installation

Haul Off

12	01 74 19 00 0014	EA	20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$4,039.75
			Quantity	Unit Price	Factor	=	Total		
		Installation	5.00	715.00	x	1.1300	=	4,039.75	
13	01 74 19 00 0030	CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee						\$2,418.88
			Quantity	Unit Price	Factor	=	Total		
		Installation	140.00	15.29	x	1.1300	=	2,418.88	
14	01 74 19 00 0032	CYM	Hauling On Paved Roads, First 15 Miles						\$2,523.29
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,900.00	0.77	x	1.1300	=	2,523.29	

Subtotal for Haul Off

\$8,981.92

Mob and Equipment

15	01 22 20 00 0036	HR	Truck Driver, LightFor tasks not included in the Construction Task Catalog® and as directed by owner only.						\$8,846.21
			Quantity	Unit Price	Factor	=	Total		
		Installation	150.00	52.19	x	1.1300	=	8,846.21	
16	01 22 23 00 0134	MO	185 CFM Diesel Powered Portable Air Compressor						\$6,549.24
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.50	1,655.94	x	1.1300	=	6,549.24	
17	01 22 23 00 0287	MO	2,500 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator						\$49,916.17
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00	11,043.40	x	1.1300	=	49,916.17	
18	01 22 23 00 0293	MO	Hydraulic Hammer Attachment For Skid-Steer Loaders						\$2,493.22
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00	2,493.22	x	1.0000	=	2,493.22	
19	01 22 23 00 0419	MO	9,500 LB Mini-Excavator With Full-Time Operator						\$61,156.68
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.50	15,463.13	x	1.1300	=	61,156.68	
20	01 22 23 00 0422	MO	11,000 LB Mini-Excavator With Full-Time Operator						\$61,311.64
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.50	15,502.31	x	1.1300	=	61,311.64	
21	01 22 23 00 0435	MO	1-3/4 CY, 30" Bucket, 18'-0" Deep, 112 HP, Loader-Backhoe With Full-Time Operator						\$69,929.66
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.50	17,681.33	x	1.1300	=	69,929.66	
22	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						\$2,916.03
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00	1,290.28	x	1.1300	=	2,916.03	
23	02 32 13 00 0002	EA	Mobilization Of Drilling Crew						\$4,040.95
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00	596.01	x	1.1300	=	4,040.95	

Subtotal for Mob and Equipment

\$267,159.80

Work Order Number: 123347.00
Work Order Title: City of Pflugerville- Waterline Installation

24	01	00	00	00	0311		1	Owner's Contingency						\$150,000.00
					NPP		Installation	Quantity		Unit Price		Factor	=	Total
								1.00	x	150,000.00	x	1.0000		150,000.00

25	32 01 17 63 0009	TON	Temporary Pot Hole Repairs With Hot MixUse for each ton over 3 tons.					\$5,225.12
		Installation	Quantity		Unit Price		Factor	Total
			17.00	x	272.00	x	1.1300 =	5,225.12
26	32 01 17 63 0022	EA	Asphalt Placement For Small Repair Areas, Hot Mix Modified, Up To 3 TonsFor small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.					\$40,999.95
		Installation	Quantity		Unit Price		Factor	Total
			27.00	x	1,343.82	x	1.1300 =	40,999.95
27	32 92 23 00 0002	MSF	Up To 1,000 SF, Celebration Bermuda Sod, Installed On Level Ground					\$27,531.38
		Installation	Quantity		Unit Price		Factor	Total
			15.00	x	1,624.27	x	1.1300 =	27,531.38

28	23	21	13	23	2653	EA	1-1/4" Copper X 1" P.E. Straight Compression Connection				\$6,362.71
						Installation	Quantity		Unit Price	Factor	Total
							166.00	x	33.92	1.1300	6,362.71
29	23	21	13	23	2691	EA	1-1/2" Stainless Steel Insert Stiffeners				\$5,429.88
						Installation	Quantity		Unit Price	Factor	Total
							410.00	x	11.72	1.1300	5,429.88
30	33	11	13	23	1007	LF	1-1/2X100 CTS SDR9 HDPE PIPE 250#				\$11,232.20
						Installation	Quantity		Unit Price	Factor	Total
							7,000.00	x	1.42	1.1300	11,232.20
31	33	14	13	53	0008	EA	8" Diameter x 1-1/4", 1-1/2" Or 2" Tap Double Stud Stainless Steel Service Saddle (Smith-Blair 372)				\$57,373.22
						Installation	Quantity		Unit Price	Factor	Total
							166.00	x	305.86	1.1300	57,373.22
32	33	14	19	00	0009	EA	3/4" Threaded, Class 150, Bronze Angle Valve				\$20,339.30
						Installation	Quantity		Unit Price	Factor	Total
							166.00	x	108.43	1.1300	20,339.30
33	33	14	19	00	0138	EA	1-1/2" Ball Corporation Valve (Mueller B-25000)				\$26,390.63
						Installation	Quantity		Unit Price	Factor	Total
							166.00	x	140.69	1.1300	26,390.63
34	33	14	19	00	0150	EA	1-1/2" Ball Curb Valve				\$38,105.00
						Installation	Quantity		Unit Price	Factor	Total
							166.00	x	203.14	1.1300	38,105.00

35	31	25	14	26	0003	LF	2' High Silt Fence with Stakes at 4' On Center				\$1,605.73	
						Installation	Quantity		Unit Price		Factor	Total
							700.00	x	2.03	x	1.1300	= 1,605.73

Work Order Number: 123347.00
Work Order Title: City of Pflugerville- Waterline Installation

Contractor's Price Proposal - Detail Page 4 of 5
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Contractor's Price Proposal - Detail Continues..

Work Order Number: 123347.00

Work Order Title: City of Pflugerville- Waterline Installation

WC

48	33	14	13	13	0526	EA	8" Mechanical Joint Gland, Gasket, T-Head Bolts And NutsIncludes six (6) 3/4" diameter plain finish Boltss with nut.									\$9,229.28
							Quantity		Unit Price		Factor				Total	
						Installation	90.00	x	90.75	x	1.1300	=		9,229.28		
49	33	14	13	13	0569	EA	6" Mechanical Joint Restraints For Ductile Iron Pipe (MEGALUG® 1106DEC)									\$21,468.87
							Quantity		Unit Price		Factor			Total		
						Installation	100.00	x	189.99	x	1.1300	=		21,468.87		
50	33	14	13	13	0570	EA	8" Mechanical Joint Restraints For Ductile Iron Pipe (MEGALUG® 1108DEC)									\$59,085.44
							Quantity		Unit Price		Factor			Total		
						Installation	215.00	x	243.20	x	1.1300	=		59,085.44		

Subtotal for WC **\$125,186.29**

Proposal Total **\$2,145,818.01**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **7.56%**

ATTACHMENT B PAYMENT

Payment will be made monthly after receiving monthly payment application after work is completed, inspected and accepted by the City.

Before payment is made the Contractor must execute and provide to the City an affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under the contract have been paid in full, and there are no claims pending of which Contractor has been notified.

ATTACHMENT C:

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Contractor shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are

required to be covered, and stating how a person may verify coverage and report lack of coverage.

- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.