

REP: MATTHEW SINGEL / CORY HENNEBERG

Proposal: MS240102

Phone: (214)352-3400 / (972) 310-2259

Date: 01/05/2024

To:

CITY OF KELLER
Attn: RICK HARDCOPF
Keller, TX 76248

Project:

TIPS # 23060201 - SHADY GROVE RD RECON.
SHADY GROVE ROAD
KELLER, TX 76248

Scope of Work

TIPS CONTRACT NUMBER - 23060201
CITY OF KELLER PROJECT NUMBER - 502104
DATED NOVEMBER 2023

Item	Description	Quantity	UOM	Unit Price	Extended Price
01)	MOBILIZATION	1	LS	45900.00	45,900.00
02)	TEMPORARY EROSION, SEDIMENTATION	1	LS	32400.00	32,400.00
03)	TRAFFIC CONTROL	1	LS	9900.00	9,900.00
04)	IRRIGATION RESTORATION ALLOWANCE	1	LS	5000.00	5,000.00
05)	MISCELLANEOUS CONSTRUCTION ALLOWANCE	1	LS	50000.00	50,000.00
06)	FURNISH AND PLACE TOPSOIL (4")	680	SY	8.73	5,936.40
07)	BLOCK SODDING	680	SY	21.60	14,688.00
08)	REMOVE ASPHALT PAVEMENT	10	SY	136.80	1,368.00
09)	REMOVE CONCRETE PAVEMENT	10	SY	105.30	1,053.00
10)	REMOVE 8" PAVEMENT MARKING	180	LF	1.13	203.40
11)	REMOVE 12" PAVEMENT MARKING	410	LF	1.90	779.00
12)	REMOVE 24" PAVEMENT MARKING	60	LF	2.88	172.80
13)	REMOVE ARROW PAVEMENT MARKING	4	EA	51.30	205.20
14)	REMOVE WORD PAVEMENT MARKING	2	EA	57.15	114.30
15)	EMBANKMENT	200	CY	63.90	12,780.00
16)	8" PULVAMIX SUBGRADE	5,790	SY	32.40	187,596.00
17)	5" ASPHALT TYPE B BASE	5,560	SY	42.30	235,188.00
18)	2" ASPHALT PAVEMENT TYPE D OVERLAY	5,330	SY	20.70	110,331.00
19)	8" FLEXBASE	20	SY	518.40	10,368.00
20)	7" CONCRETE PAVEMENT W/ 6" CURB AND GUTTER	20	SY	477.00	9,540.00
21)	4" THERMOPLASTIC SOLID YELLOW PAVEMENT MARKING	3,550	LF	1.71	6,070.50
22)	4" THERMOPLASTIC SOLID WHITE PAVEMENT MARKING	3,740	LF	1.71	6,395.40
23)	8" THERMOPLASTIC SOLID WHITE PAVEMENT MARKING	200	LF	2.75	550.00
24)	12" THERMOPLASTIC SOLID WHITE PAVEMENT MARKING	440	LF	7.65	3,366.00
25)	24" THERMOPLASTIC SOLID WHITE PAVEMENT MARKING	80	LF	185.40	14,832.00



Proposal for Work

Anderson Asphalt & Concrete Paving LLC
11343 Mathis Ave
Dallas, TX 75229
www.aacpaving.com

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TX

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Item	Description	Quantity	UOM	Unit Price	Extended Price
26)	THERMOPLASTIC SOLID WHITE ARROW PAVEMENT MARKING	4	EA	182.70	730.80
27)	THERMOPLASTIC SOLID WHITE WORD PAVEMENT MARKING	2	EA	205.20	410.40
28)	TYPE II-A-A 4" RPMS	80	EA	12.60	1,008.00
29)	TYPE II - CR 4" RPMS	16	EA	12.60	201.60
30)	REMOVE, SALVAGE AND INSTALL ON NEW POST EXISTING SIGN PANEL	1	EA	918.00	918.00

Exclusions

Bid does not include Sales Tax

No Night Work

Anderson Asphalt & Concrete Paving, LLC Work Order is with the City of Keller Via TIPS Contract 23060201

All quantities will be measured and agreed upon at the end of each shift with the owner for payment on the monthly estimate

Bid is based on (2) one move-in's, additional move-ins will be billed at \$5,000 ea

Anderson Asphalt & Concrete Paving, LLC will not be held liable for any items of work not quoted above

Not responsible for delays due to circumstances beyond our control

No shuttle buggy or MTV included

No Profilograph or profiling.

Proposal Expires 03/29/2024

Proposal Total: 768,005.80

Any failure of the materials used in construction to conform to the requirements of the contract document or failure of workmanship to conform to standards utilized by generally proficient builders engaged in similar work and performing under similar circumstances shall be rectified at the expense of Contractor in a prompt fashion. This paragraph supersedes and/or overrides any implied warranties under Texas Law.

ACCEPTANCE: "The terms and conditions contained herein this proposal shall be an integral part of any agreement for the work, which, by authorized signature, the contracting party acknowledges to have read, understood and agreed."

Submitted By:		Acceptance:	
By:	<u>Matthew Singel</u>	By:	_____
Title:	<u>Director Technical & Market Development</u>	Title:	_____
Date:	<u>01/05/2024</u>	Date:	_____

TERMS AND CONDITIONS

To be Included in the Contract for the Work Included in this Proposal

1. Anderson Asphalt & Concrete Paving, LLC, hereinafter referred to as Subcontractor, shall not be liable for any damages, direct, indirect, or consequential, caused to any utilities, objects or other facilities located beneath the area of construction unless, prior to commencement of construction activities, Subcontractor is advised in writing of the existence of such utilities, objects or other facilities and their location is clearly identified and marked by the Contractor or Owner. Contractor or Owner agrees to indemnify and hold Subcontractor, its agents, employees, officers, and directors harmless from any and all liability for any such damages to any utilities, objects or other facilities located beneath the area of construction.
2. Contractor or Owner fully understands that Subcontractor may require the use of specialized heavy equipment to perform the work required. Contractor or Owner represents and warrants to Subcontractor that the area of the property designed for ingress and egress to the construction area is structurally sound and will support the equipment required by Subcontractor. Subcontractor shall not be liable for any damages, direct, indirect, or consequential, caused to Owner's property designated ingress and egress as result of the transportation and movement of specialized heavy equipment to and from the area of construction: provided, however, if such damages do occur, Subcontractor agrees to repair any such damages at an additional charge in accordance with normal rates charged by Subcontractor for such services.
3. Anderson Asphalt & Concrete Paving LLC is not responsible for any damages, deterioration, or failure of its work, whether completed or in progress, due to any cause or causes beyond our control. This exclusion includes but is not limited to failure of sub-grade or failure of or inadequacy of any labor or materials not furnished and installed by Anderson Asphalt & Concrete Paving LLC, whether or not such failure or inadequacy was or could have been known at the time the work was undertaken.
4. The Subcontractor and Contractor/Owner waive Claims against each other for consequential damages arising out of or relating to the Work included herein. This mutual waiver includes damages incurred by the Contractor/Owner for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Subcontractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
5. Unless otherwise provided in this contract, Subcontractor reserves the exclusive right to schedule the method and manner by which the work shall be completed: however, Subcontractor shall provide Contractor with reasonable notice of the commencement of work in order to allow Contractor or Owner to make arrangements to have the area of construction cleared which shall be the sole responsibility of the Contractor or Owner. Subcontractor shall not be liable for any damages, direct, indirect or consequential, caused to any vehicles, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction and Contractor and Owner agree to indemnify and hold Anderson Asphalt & Concrete Paving LLC, its agents, employees, officers and directors harmless from any and all liability for any such damages to any vehicles, boats, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction. Subcontractor reserves the right to postpone construction activities if the area of construction is not sufficiently clear at the time Subcontractor has scheduled commencement of construction. If Subcontractor is delayed in the commencement of construction due to Contractor or Owner's failure to provide a clear construction area, Subcontractor may impose a delay charge equal to the reasonable hourly costs of the persons, equipment and supplies designated for this contract which hourly charge shall commence as of 1 hour after arrival of the Subcontractor's Workers on the day that construction was scheduled to commence and shall continue for each hour of delay up to a maximum of eight hours per day until the area is sufficiently clear to allow commencement of construction. This amount shall be in addition to all other contract amounts.
6. Subcontractor shall not be required to make any changes, deletions, additions or modifications to the contract terms and specifications without a proper written change order signed by the contracting parties. Any such change orders shall be in addition to the original contract. The change order form shall provide for an adjustment in the estimated cost and the completion date, if applicable.
7. Prior to starting work, Subcontractor shall be responsible for obtaining and providing any workmen's compensation insurance for its employees and General Liability Insurance and Automobile Liability Insurance as to its' activities related to the work contained in this proposal; however, Subcontractor shall not be responsible or obligated to maintain Builders Risk Insurance.
8. Payments must be made within 30 days of the last day of the month for which a Pay Application is submitted. **FAILURE OF THE CONTRACTOR OR OWNER TO PAY FOR MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN OR BOND CLAIM AGAINST THE PROPERTY THE SUBJECT OF THIS PROPOSAL.**
9. Should Subcontractor encounter abnormal soil conditions, rock, or other reasonably unforeseen conditions below the surface of the ground, requiring a variance in the plans and specifications or requiring the performance of additional work in order to complete construction, the parties agree to execute a change order in accordance with Paragraph 5 hereto, which provides for the reimbursement to Anderson Asphalt & Concrete Paving LLC. Inc. of additional cost and fees incurred by reason of such conditions and an extension of the time of completion. Unless otherwise provided in this contract, testing, permits, or engineering are not included in the contract price.
10. All disputes hereunder shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The venue of any such proceedings shall be Dallas, Texas and each party hereto shall be entitled to one Request for Production of Documents and to one deposition. If either party to this Contract shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, against the other party to this Contract, the prevailing party in such arbitration shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable cost and expenses incurred in such proceedings, including reasonable attorney's fees.
11. This Proposal (including the exhibits hereto) contains the entire Proposal for the Work, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereto shall be binding on any party hereto unless set forth in a document executed by all such parties. Furthermore (and in the event of a separate Vendor or other agreement signed by both parties) no such agreement shall control in the event there is a conflicting provision in this agreement and no such agreement may impose additional scope of the work duties or insurance requirements not specifically included in this agreement.
12. The laws of the state of Texas shall govern the validity, enforcement, and interpretation of any Contract for this Work.

END