



## Project Proposal

**Company:** City of Deer Park

**Name:** Chane Olson

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**Date:** 6/8/2026

**Reference:** X-Street Between Luella Ave and Karankawas Ct.

**SO#** 3435

**TIPS Contract Number** 23010401

### Scope of Work

**Project:** Remove and Replace 456 LF of 7" Concrete Pavement X-Street

**Contractor:** Branch Construction Group

**Owner/Client:** The City of Deer Park

## 1. General Description

Branch Construction Group shall furnish all labor, materials, equipment, and supervision to remove and replace approximately 456 LF of existing concrete pavement between Luella Ave and Karankawas Ct.

## 2. Materials & Installation

### 2.1 Concrete Pavement Removal and Replacement

- Traffic Control Plan designed by PE.
- Demo and remove 456 LF of Existing Concrete Pavement Street, including the curb, gutters and 3-feet of the driveway approaches.
- Remove 6-inches of the existing subgrade and replace with 6-inches of 1.5 sack cement stabilized sand.
- Form and pour 456 LF of new 7-inch Concrete Pavement with 5000 psi High Early Concrete, including the curbs and gutter and three feet into the existing driveway, reinforced with #4 rebar on 24"



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centers, per the City of Deer Park Pavement Replacement & Driveways Detail dated 9-16-2019 (Drawing No 10-Paving & DWY Replacement) and City of Deer Park Standard Paving Details dated 04-29-04 (Drawing No 104-C2).

- New concrete pavement will be tied to existing concrete pavement with #6 dowels on 24-inch centers.
- Construction signs and traffic control is included. Lane Closures will be per the Designed Traffic Control Plan.
- SWPPP curb inlet protection included.
- Residents will be notified via a door hanger 48-hours prior to their driveways being removed.
- Mobilization is included.

### 3. Site Restoration

- Restore all disturbed areas to equal or better condition, including pavement, sidewalks, wheelchair ramp, landscaping, and right-of-way features.
- Remove and properly dispose of all spoils and waste materials in accordance with regulations.
- Perform final cleanup to leave the project area neat, safe, and fully functional.

### 4. Completion

All work shall be completed **in place**, fully operational, and in full compliance with City of Deer Park standards, industry best practices, and approved construction methods within 40-working days.

### 5. Exclusions

- City responsible for all material and soil testing.
- New curb inlets and storm sewer piping not included.

**Price \$485,291**

- **Proposal is valid for 15 days from the date of issuance.**
- Delays not caused by Branch Construction Group will be billed at the applicable rate.
- If non-standard working hours are requested, additional charges will be applied unless previously agreed. Definition - Night Work 5:30PM – 7AM or Weekend Work Saturday/Sunday at applicable rate. Pricing does not include boring through rock,



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compensation for utility conflicts, locating services or delays not caused by Branch Construction Group. See unit pricing below for individual rates and charges.

- Additional \$3.00/Lf will be charged for boring through rock, shale, slate, and similar materials
- Mobilization will be billed at \$2.50/mile for boring rig setup if applicable.
- Mobilization will be billed at \$1.50/mile for workforce mobilization if applicable

## Assumptions

- Assumes that private utilities (e.g., sprinklers etc.) are marked by the customer; Branch Construction Group will use reasonable precautions but will not be responsible for damage to unmarked/incorrectly marked utilities.
- City is responsible for any soil or material testing.
- Customer responsible for all temporary/permanent fence removal/replacement.
- The job schedule must be mutually agreed upon.
- The work site will be cleaned by backhoe – will NOT include pressure wash/reclaimed water, street brush, etc.
- Well Point/Pump Systems not included; if necessary, incremental expense to be charged to customer.
- Branch Construction Group is not responsible for engineering drawings, city drawings, or any plans used for construction purposes. If there are errors or omissions and job cannot be completed – Branch Construction Group will receive payment for work completed.
- All work to be done during normal construction hours (M-F, 7AM-6PM)

## Terms

- Net 30 days.

## Termination

- If the Client terminates this Contract after Branch Construction Group has commenced its work, the Client shall be responsible for the following:
  - The Client shall pay Branch Construction Group the Contract price of the fittings, or specialized materials once production has commenced or the items have been purchased.
  - The Client shall pay Branch Construction Group a 25% restocking fee in the event the job is cancelled for standard fittings have been ordered.
  - The Client shall reimburse Branch Construction Group for all reasonable out-of-pocket mobilization expenses incurred by Branch Construction Group (including



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travel and transportation costs for Branch Construction Group personnel to the job site and an hourly rate of \$95.00 for each person mobilized by Branch Construction Group if Branch Construction Group has mobilized its personnel or agents in connection with the project.

- On certain occasions Branch Construction Group can return special or not normal size fittings. However, this will require 70% restocking fee if job cancels or pipe size changes after fittings are ordered.

### Indemnification

- BRANCH CONSTRUCTION GROUP (HEREAFTER "BCG") SHALL INDEMNIFY CLIENT FOR DAMAGES ARISING OUT OF THE PERFORMANCE OF WORK, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF BCG AND THE TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY COST, LOSS, LEGAL FEES, OR DAMAGES SHALL NOT EXCEED THE PERCENTAGE SHARE THAT BCG'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, BCG, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS.
- BY WAY OF FURTHER LIMITATION, BCG SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER GROUNDED IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR CONTRACT, AND UNDER NO CIRCUMSTANCES WILL BCG'S LIABILITY EXCEED THE PROJECT PROPOSAL PRICE CLIENT PAID BCG FOR THE GOODS OR SERVICES UPON WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Accepted by:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_