

INVITATION TO BID

Separate sealed bids addressed to the Village of Bear Creek, ATTENTION: BLANK, will be received until 11:00 A.M. on **March 31, 2017** at Volkert, Inc. office at 5113 Southwest Parkway, Suite 275, Austin, TX 78735 at which time they will be publicly opened and read aloud, for furnishing all labor, material, tools and equipment and performing all work required for the 2017 SEAL COAT AND STREET IMPROVEMENTS including approximately **56,131 square yards** of Seal coating.

Bids must be submitted on the Bid Form provided, and must be accompanied by a bid security in a penal sum approximately equal to and not less than five percent (5%) of the total amount of the bid. The security shall be in the form of a certified check or cashier's check, or bid bond furnished by a reliable surety company having authority under the laws of Texas to write surety bonds in the amount required, with such security made payable without recourse to the Village of Bear Creek. The envelope containing the bid shall indicate clearly on the front that the bid is for the Bid# 2017-001 SEAL COAT AND STREET IMPROVEMENTS.

The final Notice of Award of Contract shall be given to the successful bidder by the Village of Bear Creek within thirty (30) days following the opening of bids and no bidder may withdraw his bid within thirty (30) days after opening thereof. Alternative options made available as part of the bid package may be used as a criterion for selection and award of bid. The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount from a surety company holding a permit from the State of Texas to act as surety.

State statutes including wage and hour provisions and contract regulations must be adhered to as they relate to this project. Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Copies of the Specifications and Bid Documents will be on file by **March 13, 2017** and may be examined at the following locations:

- Volkert, Inc 5113 Southwest Parkway, Suite 275, Austin, TX78735, or on-line at www.vilbc.org

Bid Documents may be obtained at the address above upon payment of Twenty five dollars (\$25.00). No refunds will be made.

Bidders should carefully examine the plans, specifications and other documents, visit the site of work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in, or omissions from, the plans, specifications or other documents, or should be in doubt as to their meaning, bidder should notify the Engineer and obtain clarification prior to submitting any bid, but no later than **March 29, 2017**.

The right is reserved, as the interest of the Village of Bear Creek may require, to reject any and all bids and to waive any informalities in bids received.

Bruce Upham
Mayor – Village of Bear Creek

Village of Bear Creek

Contract Documents and Technical Specifications

for the

2017 Seal Coat and Street Improvements Project

Project Number 2017-001
Village of Bear Creek

**Bidding Requirements, Contract Forms and Conditions of the Contract
INVITATION FOR BIDS**

Following is a summary of information for this Project. Bidder is cautioned to refer to other sections of the Documents, Drawings and Addenda (Bid Documents) for further details.

The Village of Bear Creek, hereafter called OWNER, is requesting sealed written Bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all Work required for the following Project:

2017 Seal Coat and Street Improvements Located at:

Village of Bear Creek, TX Bid#2017-001

The Work consists of pavement repair, edge and ditch blade work as preparation work for providing sealcoating over approximately **56,131 (SY) square yards** of street in the project area.

Bid Documents may be obtained from the offices of Volkert, Inc at 5113 Southwest Parkway, Suite 275 Austin, TX 78735.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so they will receive any addenda or clarification issued by the Owner.

Sealed Bids will be received at Volkert, Inc, 5113 Southwest Parkway, Suite 275 Austin, TX 78735. and then publicly opened and read aloud.

ALL BIDS ARE DUE PRIOR TO (Central Time) 11:00 am, 03/31/ 2017.

BIDS WILL BE OPENED AT (Central Time) 11:30 pm, 03/31/ 2017.

ALL BIDS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION.

All Bids shall be accompanied by an acceptable Bid guaranty in an amount of not less than five percent (5%) of the total Bid, as specified in Section 00100, Instructions to Bidders.

Performance and payment bonds, when required, shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent corporate surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Minimum insurance requirements are specified in Section 00810, Special Conditions.

Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Contract Time is of the essence and all Work shall be completed within 30 Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300U. Liquidated damages are \$250 per Calendar Day for failure to complete the work, in accordance with the Bid Form, Section 00300U.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bid).

The person listed below may be contacted for information regarding the Invitation for Bid.

PROJECT MANAGER: Brian Huntsinger, P.E. (325) 203-3933 or email at

brian.huntsinger@volkert.com.

INSTRUCTIONS TO BIDDERS

1. BID FORMS: All Bidders shall use only the bid forms furnished which provides a general statement of the work to be performed and materials to be furnished for which bid prices are asked. The bid quantities listed will be used for comparison of bids. Payment to the contractor will be made only for the work performed and materials furnished in accordance with the contract, and it is understood that the work to be performed may be increased or decreased by contract change order. If the change in quantities do not significantly change the character of work, the altered work will be paid for at the Contract unit price; otherwise the unit price will be negotiated.

2. SPECIFICATIONS AND SITE OF WORK: Before submitting a bid, the Bidder shall examine carefully the bid form, drawings, specifications, special conditions of agreement and site of the proposed work. He shall satisfy himself as to the character, quality and quantities of work to be performed and materials to be furnished. The submission of a bid by a Bidder shall be conclusive evidence that he has complied with these requirements. Claims for additional compensation due to variations between conditions actually encountered in construction and required by the Specifications will not be allowed.

3. PREPARATION OF BID FORM: The Bidder must submit his bid on the form furnished. The blank spaces for each item in the bid form shall be correctly filled in, by writing in words and numerals, in ink. The Bidder must submit a price for each item in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. The bid shall be executed with ink in the complete and correct name of the individual, firm or corporation making the bid and signed by the person or persons authorized to bind the individual, firm or corporation. The Bidder shall properly acknowledge all addenda in the spaces provided on the bid form. Persons desiring further information or interpretation of the specifications or drawings must make a written request for such information to the Engineer forty-eight (48) hours prior to the time set for the opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the drawings, specifications and contract documents will be made by addendum only and a copy of each addendum will be mailed or delivered to each person to whom a set of such documents has been provided.

4. REJECTION OF BIDS: Bids containing any omission, alteration of form, additions or conditions not called for, incomplete bids or bids otherwise irregular which are not accompanied by acceptable bid guaranty will be considered irregular and may be rejected. In any case of ambiguity or lack of clearness in stating the prices in the bid, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit bid prices will be cause to reject any bid.

5. BID FORM GUARANTY: Each bid must be accompanied by a cashier's or certified check, payable to the Owner or an acceptable bid bond in the amount of not less than five percent (5%) of the total amount bid, as a guarantee that Bidder will enter into a contract and furnish bonds, if required, on the forms provided within ten (10) days after notice of award of contract to him.

6. DELIVERY OF BIDS: Each completed bid shall be placed, together with the bid guaranty, in a sealed envelope clearly identified on the outside as a bid for the **2017-001 Sealcoat and Street Improvement Project**. When sent by mail, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. Bids will not be considered unless submitted on or before the time designated in the Invitation for Bids.

7. WITHDRAWAL OF BIDS: Any Bidder, upon his written request, will be given permission to withdraw his bid not later than the time set for the opening thereof. No Bidder may withdraw his bid within sixty (60) days after the date of the opening of bids.

8. QUALIFICATION OF BIDDER: In order to be awarded the contract, the Bidder shall have experience in the type of work in this project for the last five (5) years. This experience shall be demonstrated by listing similar projects with references over the past five (5) years in the Statement of Qualifications to be submitted with the Bid Form.

9. DISQUALIFICATION OF BIDDERS: The following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:

- a. More than one bid for the same work from an individual, firm, partnership or corporation.
- b. Evidence of collusion among Bidders.
- c. Poor performance in the execution of work under previous contracts.
- d. For being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract.

10. CONSIDERATION OF BIDS: For the purpose of award, after the bids are opened and read, the summation of the prices submitted on the Bid Form will be considered the amount of the bid. The bid prices will be tabulated and the results provided to each Bidder. The Owner reserve the right to award or to reject any and all bids and to waive any and all informalities and irregularities in bids received.

11. AWARD OF CONTRACT: If awarded, award of contract shall be for the lowest responsive and responsible Bid submitted as determined by Owner. In considering the award of contract, the Owner may also take into consideration the award of any of the Alternate Bid Items and Supplemental Bid Items.

12. EXECUTION OF CONTRACT AND BONDS: The contract will include the Invitation for Bids, Instructions to Bidders, Bid Form, Special Conditions, Technical Specifications, Drawings and any addenda issued. Within ten (10) days after award of the contract, the successful Bidder shall execute the contract and furnish the Owner with performance bond, labor and materials payment bond, each in the full amount of the contract price, and certificates of insurance. The bonds are to be furnished as a guarantee of the faithful performance of the work and for the protection of the Owner against defective workmanship or materials.

13. APPROVAL OF CONTRACT: The contracts will be approved and signed by the Owner. The contract will not be binding upon the Owner until it has been executed by the Owner and delivered to the contractor.

14. FAILURE TO EXECUTE CONTRACT AND BONDS: Should the Bidder to whom the contract is awarded refuse or neglect to execute the contract and furnish the required bonds and certificates of insurance within ten (10) days after notice of award of the contract to him, the bid guaranty shall become the property of the Owner, not as a penalty but as liquidated damages.

15. PURSUING THE WORK: The contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and shall substantially complete the work within the number of days set forth in the Bid Documents.

Bidding Requirements, Contract Forms and Conditions of the Contract
UNIT PRICE BID FORM
Section 00300U

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: **2017-001 Seal Coat and Street Improvements**.

(Bid# 2017-001) for the Village of Bear Creek, Texas, having examined the Contract Documents, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the following prices of:

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

BASE BID (PROJECT 1)

Bid Item	Quantity	UNIT	Item Description	Unit Price	Amount
500 2001	1	LS	Mobilization	\$	\$
502 2001	1	LS	Barricades, Signs, Traffic Handling and Temporary Signs/Markings	\$	\$
316 6024	20119	GAL	Asphalt CRS-2P or CHFRS-2P @ 0.40 GAL/SY	\$	\$
316 6193	457	CY	Aggregate (TY-D GR-5 SAC-B) @ 1CY/110SY	\$	\$
351 2002	150.00	SY	Flexible Pavement Structure Repair (6")	\$	\$
omitted				\$	\$
150 6003	4.29	MILE	Blading	\$	\$
TOTAL BASE BID 1				\$	

**ADDITIVE BID 1 - ADDITIONAL ITEMS -
CUL-DE-SAC (A, B, C)**

Bid Item	Quantity	UNIT	Item Description	Unit Price	Amount
316 6024	2333	GAL	Asphalt CRS-2P @ 0.40 GAL/SY	\$	\$
316 6193	53	CY	Aggregate (TY-D GR-5 SAC-B) @ 1CY/110SY	\$	\$
150 6003	0.50	MILE	Blading	\$	\$
TOTAL ADDITIVE BID 1				\$	

**ADDITIVE BID 2 - ADDITIONAL ITEMS -
Curb (D)**

Bid Item	Quantity	UNIT	Item Description	Unit Price	Amount
529	245	LF	Type I Curb	\$	\$
TOTAL ADDITIVE BID 2				\$	

BASE BID 1 + ADDITIVE BID 1 + ADDITIVE BID 2

\$

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of sixty (60) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00100, or any mutually agreed extension of that period;
- or Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within ten (10) Days after notice of award, or any mutually agreed extension of that period.

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **finally** complete construction of the improvements, as required by the Contract Documents, Drawings and Addenda for the Work within thirty(30) **Calendar** Days. The Bidder further agrees that should the Bidder fail to **finally** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting its bid, in consideration for the waiver of its right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the **Final Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of \$250.00 per **Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

The undersigned acknowledges receipt of the following addenda:

- Addendum No. 1 dated _____ Received _____
- Addendum No. 2 dated _____ Received _____
- Addendum No. 3 dated _____ Received _____
- Addendum No. 4 dated _____ Received _____
- Addendum No. 5 dated _____ Received _____

Secretary, *if Bidder is a Corporation

Bidder

(Seal)

Authorized Signature

Title

Date

Address

Telephone Number / FAX Number

Email Address for Person Signing Bid

Email Address for Bidder's Primary Contact Person

- Copy of Corporate Resolution and minutes with certificate of officer of Bidder as to authority of signatory to bind Bidder is to be signed and dated no earlier than one week before Bid date, and attached to this document.

End

STATEMENT OF QUALIFICATIONS

All questions must be answered. This statement must be notarized. Questions shall be answered on this form. Submit any additional information relative to this inquiry.

1. Name of Company.
2. Permanent mailing office address and phone number.
3. When organized?
4. If a corporation, when incorporated and names of officers.
5. How many years have you been engaged in contracting for business similar to this project?
6. Similar contracts on hand. (Show owner, amount of each contract and the engineer.)
7. Type of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. Provide a list of similar projects completed over the past five year period (minimum). State the name of the project, approximate dollar value, location, owner and name of a representative of the owner and/or the engineer familiar with the project with contact information (current telephone or other method).
11. List percentage of contract cost which you plan to subcontract.
12. List experience in construction work similar to this project with name of firm.

13. Background and experience of the principal members of your organizations which will be involved on project.
14. Is sufficient credit available for project?
15. Give Bank reference.
16. List equipment that you will place on the job site to perform work under this contract. Indicate if owned or leased.
17. Name principal suppliers of materials and equipment for this project.
18. The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by the Village of Bear Creek in verification of the recitals comprising this Statement of Qualifications.

Dated at _____ this _____ day of _____, 20____.

 By: _____
 Title _____

State of Texas §
 §
 County of _____ §

_____ being duly sworn deposes and says that he is
 _____ of _____ and that
 the answers to the foregoing questions and all statements therein contained are
 true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

 Notary
 Public

My commission expires _____.

Bidding Requirements, Contract Forms and Conditions of the Contract
AFFIDAVIT - PROHIBITED ACTIVITIES
Section 00440

VILLAGE OF BEAR CREEK
BIDDER'S AFFIDAVIT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR
Bid# 2017-001
2017 Seal Coat and Street Improvements Project

State of Texas

County of Hays

The undersigned "Affiant" is a duly authorized representative of the bidder for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Bidder**", as used herein, includes the individual or business entity submitting the bid and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Bidder, and anyone or any entity acting for or on behalf of the Bidder, including a subcontractor in connection with this bid.

The terms "**City**" and "**Owner**" are synonymous.

1. **Anti-Collusion Statement.** The Bidder has not and will not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, bidder or potential bidder to the amount of this bid or the terms or conditions of this bid.
 - b. paid or agreed to pay any other person, firm, corporation bidder or potential bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached bid or the bid of any other bidder.
2. **Preparation of Invitation for Bid and Contract Documents.** The Bidder has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying bid or contract documents., In addition, the Bidder has not otherwise participated in the preparation or development of the underlying bid or contract documents, except to the extent of any comments or questions and responses in the bidding process, which are available to all bidders, so as to have an unfair advantage over other bidders, provided that the Bidder may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Bidder has not participated in the evaluation of bids or proposals or other decision making process for this solicitation, and, if Bidder is awarded a contract hereunder, no individual, agent, representative, consultant or sub-contractor or consultant associated with Bidder, who may have been involved in the evaluation or other decision making process for this solicitation, will have any direct or indirect financial interest in the Contract, provided that the Bidder may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Bidder is not presently aware of any potential or actual conflicts of interest regarding this solicitation, which either enabled Bidder to obtain an advantage over other bidders or would prevent Bidder from advancing the best interests of OWNER in the course of the performance of the Contract.
5. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Bidder:
 - a. does not have an employment or other business relationship with any local government officer of OWNER or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of OWNER one or more gifts, other than gifts of food lodging transportation or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve-month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Bidder.

As required by Chapter 176, Bidder must have filed a Conflicts of Interest Questionnaire with the Purchasing Department no later than the seventh business day after the commencement of contract discussions or negotiations with the City or the submission of a Bid, response to a request for proposals, or other writing related to a potential contract with OWNER. The questionnaire must be updated not later than the seventh day after the date of an event that would make a statement in the questionnaire inaccurate or incomplete. There are statutory penalties for failure to comply with Chapter 176.

- 6. **Anti-Lobbying.** Between the date that the Invitation for Bid was issued and the date of full execution of the Contract, Bidder has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the authorized contact person for the solicitation.

If the Bidder cannot affirmatively swear and subscribe to the forgoing statements, the Bidder shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

Subscribed and sworn to before me this _____ day of _____, 20 .

Notary Public My Commission Expires _____

BIDDER'S EXPLANATION:

END

**Bidding Requirements, Contract Forms and Conditions of the Contract
NONRESIDENT BIDDER PROVISIONS**

Bidder Section 00475

Bid# 2017-001

Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code § 2252.002, as amended:

Is the bidder that is making and submitting this bid a "resident bidder" or a "non-resident bidder"?

Answer: _____

- (1) Texas Resident Bidder - A bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder - A bidder who is not a Texas Resident Bidder.

If the Bidder is a "Nonresident Bidder", does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the bid of a Resident Bidder of that state in order for the nonresident bidder of that state to be awarded a contract on his bid in such state?

Answer: Yes or No Which state? _____

If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a contract on such bid in said state?

Answer: _____

Signature

END

Bidding Requirements, Contract Forms and Conditions of the Contract
AGREEMENT SECTION
Section 00500

STATE OF TEXAS
COUNTY OF HAYS

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the Village of Bear Creek, Texas, an incorporated city, organized and existing under laws of State of Texas, acting through its Mayor or other duly authorized designee, hereinafter referred to as the "OWNER," and _____ of the city of _____, County of _____, and State of TEXAS, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments and agreements set forth herein CONTRACTOR hereby agrees to commence and complete the following Project:

2017 Seal Coat and Street Improvement Project. Bid# 2017-001

and all Work in accordance with the Contract Documents, Drawings and Addenda, which are incorporated herein by reference and made a part hereof and which have been prepared by the Village of Bear Creek and approved by OWNER, and OWNER agrees to pay the CONTRACTOR upon satisfactory completion of work and approval of OWNER in the total amount of:

(Figures)

(Words)

The CONTRACTOR hereby agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to finally complete construction of the improvements, as required by the Contract Documents, Drawings and Addenda for the Work within thirty (30) Calendar Days. Waiver of any breach of this Contract shall not constitute waiver of any subsequent breach.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the OWNER, the CONTRACTOR knowingly and intentionally waives its right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER

By: _____
Village of Bear Creek (Signature)

Date

Title of Signatory

§

§ CONTRACTOR

§

§ By: _____
(Signature)

§

§ _____
Date

§

§ _____
Printed Name of Signatory

§

§ _____

§ Title of Signatory, Authorized Representative

§ ATTEST (as applicable)

§

§

§ _____

**Secretary of Corporate Bidder or
Corporate General Partner ***

*Copy of Corporate Resolution and minutes with certificate of officer of CONTRACTOR as to authority of signatory to bind CONTRACTOR is to be signed, dated no earlier than one week before the date of award of Contract, and attached to this document.

END

Bidding Requirements, Contract Forms and Conditions of the Contract
PERFORMANCE BOND
Section 00610

STATE OF TEXAS
COUNTY OF HAYS

Bid# 2017-001

Project Name: **2017 Seal Coat and Street Improvements**

Know All Men By These Presents: That _____
of the City of _____, County of _____, and
State of _____, as Principal, and _____, a
solvent company authorized under laws of the State of Texas to act as surety on bonds for
principals, are held and firmly bound unto _____
(OWNER), in the penal sum of _____
_____ U.S. Dollars (\$_____ U.S.) for
payment whereof, well and truly to be made, said Principal and Surety bind themselves and their
heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract
with OWNER, dated the _____ day of _____, _____, which
Agreement is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

Now, therefore, the condition of this obligation is such, that if said Principal shall faithfully perform
said Agreement and shall in all respects duly and faithfully observe and perform all and singular
covenants, conditions and agreements in and by said contract agreed and covenanted by Principal
to be observed and performed, and according to true intent and meaning of said Agreement hereto
annexed, then this obligation shall be void; otherwise to remain in full force and effect. If OWNER
notifies Principal and Surety the OWNER is considering declaring Principal in default, Surety agrees
to meet with OWNER and Principal no later than fifteen days after receipt of such notice to discuss
methods of performing the Work of the Contract.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas
Government Code as amended and all liabilities on this bond shall be determined in accordance
with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract
Amount shall in anywise affect its obligation on this bond, and it does hereby waive notice of any
such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this
_____ day of _____, _____.

Principal
By _____
(Signature)
Title _____
Address _____

Surety
By _____
(Signature)
Title _____
Address _____

Telephone _____ Fax _____

E-Mail Address _____

Name and address of Resident Agent of Surety:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

END

Bidding Requirements, Contract Forms and Conditions of the Contract
PAYMENT BOND
Section 00620

PAYMENT BOND

Bond No. _____
Premium \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (Name of Contractor), City of _____, County of _____, and State of _____, (hereinafter referred to as the Principal), and _____ (Name of Surety Company), a corporation organized and existing under the laws of the State of _____ (hereinafter referred to as Surety) and authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and firmly bound unto the Village of Bear Creek, Hays County, Texas, (hereinafter referred to as Obligee), in the penal sum of _____ (\$ _____) DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made, the said Principal and Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee for the following project: 2017-001 Seal Coat and Street Improvements, dated the ____ day of _____, 2017, and said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the project in accordance with the terms of the Contract, then these obligation shall be void; otherwise to remain in full force and effect.

In the event that the Principal fails to promptly pay when due persons who have supplied labor, materials, or supplies used in the prosecution of the project, the Surety will, upon receipt of notice from the Obligee or a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability for the Surety for the Principal's failure to promptly pay for labor, materials, or supplies exceed the penalty of this bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that should any legal action be filed upon this bond, venue shall lie in the county where the project is to be constructed.

Bidding Requirements, Contract Forms and Conditions of the Contract
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PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code Chapter 2253, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. This bond is made and entered for the protection of all claimants supplying labor and material in the prosecution of the project, and all such claimants shall have a direct right of action under the bond as provided in Section 2253.021, Texas Government Code, as amended.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the Plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____, 2017.

Principal

Surety

By _____
Name _____
Title _____

By _____
Name _____
Title _____

Address

Address

Phone _____

The name and address of the Resident Agent of Surety is:

Bidding Requirements, Contract Forms and Conditions of the Contract
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(Seal)

END

SPECIAL CONDITIONS

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1. PRIORITY OF INTERPRETATION

The provisions of this section of the Specifications shall govern.

In the event of other conflicts between contract documents, the following order of interpretation shall govern 1) Agreement, 2) Special Conditions, 3) Performance and Payment Bonds, 4) Bid Form, 5) General Notes, 6) Specifications, and 7) Drawings.

2. TIME OF COMPLETION

All work is to be substantially completed within the number of consecutive calendar days in the Bid Form after written Notice to Proceed is issued.

3. SUPERINTENDENCE OF CONSTRUCTION

The Contractor shall be personally in charge of all construction work or shall have on the job a competent construction superintendent. In the absence of the superintendent from the job site, an acting superintendent shall be appointed to be in full charge of the work. The superintendent and acting superintendent shall be given full authority to follow any and all instructions given by the Engineer or his representative.

4. WATER FOR CONSTRUCTION

Water required for and in connection with the Work to be performed shall be furnished by and at the expense of the CONTRACTOR through meters installed on hydrants.

5. ADDENDA

Bidders desiring further information or clarification of the Specifications must make request for such information in writing to the Engineer more than forty-eight (48) hours before the bid opening. Answers to all such requests will be given in writing to all bidders in addendum form, and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omissions from the Specifications or other Contract Documents, or should be in doubt as to their meaning, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. No addendum will be issued unless it is possible to deliver same to each prospective bidder at least twenty-four (24) hours prior to the advertised time for bid opening. The bid, as submitted by the Contractor, must be so constructed as to be responsive to or take into account any addendum or addenda issued by the Engineer and received by the bidder at least twenty-four (24) hours prior to the opening of the bids either by facsimile, electronic mail or through the U.S. Postal Service.

6. SAFETY

The Contractor shall at all times conduct all phases of his operations in observance of the requirements of the Occupational Safety and Health Act of 1970, and the Texas Occupational Safety Law.

7. PAY REQUEST INFORMATION

With each pay request the Contractor shall furnish to the Engineer duplicate copies of all invoices for materials furnished to be incorporated into the work, which are stored on site. No materials costs shall be claimed on a pay request which are not securely stored at the location of work. This information is to be used to determine the value of materials used and on hand to be paid for periodic partial payments. If the Contractor fails to furnish this information, no materials shall be included on the monthly estimates until they are permanently incorporated into the work.

8. SPECIFICATIONS

The Specifications governing this project will be the 2014 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridge. Titles to sections and paragraphs in the Specifications are introduced merely for convenience and are not to be taken as a part of the Specifications and are, furthermore, not to be taken as a correct or complete segregation of the several units of materials and labor. No responsibility, either direct or implied, is assumed by the Engineer for omissions or duplications by the Contractor or his Subcontractors, due to real or alleged error in arrangement of matter in these.

9. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The Contractor agrees that time is of the essence in this contract and that the Owner will be damaged if there is a delay in completion of the work beyond the time established in the Bid Form. The parties agree that the amount of the damage which will be incurred by the Owner as a result of any such delay is difficult to estimate, and that from the viewpoint of the parties as of the date of the execution of this Contract, delay beyond the time specified in the Bid Form is a bonafide attempt by the parties to estimate as well as they are able the amount of the damages which the Owner will actually incur as a result of any such delay and that the requirements for payment of liquidated damages is not intended as a penalty. The parties further agree that it is in the best interest of both parties that the amount of liquidated damages be specified herein rather than that the parties should be faced with the problem of determining actual damages in the event of any day of delay beyond the number of calendar days in the Bid Form. The parties agree, therefore, that Contractor shall pay to Owner as liquidated damages and Owner shall accept from Contractor as liquidated damages, the sum of Two Hundred and Fifty and No/100 Dollars (\$250.00) per day, which sum may be permanently withheld by Owner from the Contractor's total compensation provided in this Contract.

10. EXAMINATION OF PROJECT SITE

Prospective bidders shall make a careful examination of the project site, including the ground conditions to be encountered, improvements to be protected, disposal sites available for surplus excavated materials and location of construction staging area.

11. REFERENCE SPECIFICATIONS

Where reference is made in the Specifications or Details to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization and such specifications referred to are hereby made a part of these Conditions.

12. USED MATERIALS

No material which has been used by the Contractor for any purpose whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

13. GUARANTY AGAINST DEFECTIVE WORK

The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the Contract arising from defective workmanship or materials used therein for a period of one (1) year from the date of substantial completion of the project.

14. MATERIAL STORAGE

The Contractor shall be responsible for all materials delivered in advance of their use and all materials shall be stored in a safe manner. Materials stored for extended periods subject to weather damage shall be appropriately protected.

Any materials stored in the project area are subject to approval by the City of Bear Creek prior to delivery to the site. Materials immediately incorporated into the project within the day of delivery are not considered stored materials. Any materials remaining at the end of the work day shall be removed from the site.

15. COPIES OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FURNISHED

Three (3) sets of Plans shall be furnished to the Contractor at no charge for construction purposes. Specifications can be obtained from TxDOT.gov. Additional copies may be obtained at cost of reproduction upon request to the Engineer.

16. TRADE NAMES AND MATERIALS

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal" are used, they shall be understood to mean that the thing referred to shall, in the opinion or judgement of the Engineer, be proper, the equivalent of, or equal to some other thing.

Unless otherwise specified, all materials shall be the best of their respective kinds and shall in all cases be fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the Specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer.

17. QUALIFICATION OF THE LOWBIDDER

Before being awarded a Contract, the low bidder shall submit such evidence as the Owner may require to establish his financial responsibility, experience and access to equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. In particular, Bidder shall demonstrate relevant experience for the past five (5) years. See Item 10 of the Statement of Qualifications.

18. INSPECTION

The word "inspection" or other forms of the word, as used in the Contract Documents for this project, shall be understood as having reference to the Engineer, his designated representative, or other Owner designated representative who may observe the construction on behalf of the Owner. The Engineer will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the Contract Documents, but he will not be a guarantor of the Contractor's performance.

19. SUBMITTALS

A catalogue specification sheet, or other information sheets prepared by the manufacturer shall be submitted in three (3) copies for approval to the Engineer for all items which the Contractor proposes to install or supply. The data supplied shall be sufficiently detailed to allow the Engineer to determine the suitability of the material and its adherence to the specifications.

Regardless of any information contained in the submittals, the requirements of the specifications must be followed and are not waived or superseded in any way by the submittal material review.

20. GENERAL SALES TAX

All materials are to be supplied to a sales tax-exempt organization as defined by Texas Tax Code §151.355(5) and the Owner hereby claims an exemption from the payment of sales taxes.

As stated in the Texas Tax Code, Chapter 151, when a Contractor purchases material for incorporation in this project without paying the Limited Sales and Use Tax at the time of purchase, the Contractor shall identify separately from all other charges the total agreed contract price for materials incorporated. The Contractor shall have a sales tax permit and shall issue a Certificate of Resale to the seller. The Owner will issue a Certificate of Exemption to the Contractor.

The total amount of the Contract bid shall not include sales tax on materials incorporated into this project unless the Contractor pays such sales tax.

21. IMPLIED WORK

Work specified in the Specifications but not shown on the Plans, and work drawn on the Plans but not specified are to be executed as if fully set out in both ways; and any work or material which is not directly or indirectly noted in the Specifications or Plans, but is necessary for the proper carrying out of the obvious intentions thereof, is to be understood as implied work and to be provided by the Contractor in his bid as fully as if specifically described or delineated. Any discrepancies between Plans and Specifications must be reported to the Engineer for correction and interpretation before the work is executed.

22. DAMAGE TO WORK (LOSSES FROM NATURAL CAUSES)

All loss or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from unforeseen circumstances in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

23. WAGE RATES

The Contractor and any Subcontractor shall pay wage rates not less than the general prevailing rate of per diem wages for work of a similar character in the locality of this project in accordance with State and Federal regulations.

The Contractor and any Subcontractor shall keep accurate records showing the names and occupations of all laborers, workmen and mechanics employed by him in connection with this project which shall be made available to the Owner for inspection if requested.

24. INSURANCE REQUIREMENTS

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance and bonds required under this Contract have been secured and such insurance and bonds have been approved by the Owner.

Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance with employer's liability coverage for all of his employees at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). Contractor shall assure compliance with this statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner for every person providing services on the project as acceptable proof of coverage. The Certificate of Insurance must be presented as evidence of coverage for Contractor. Worker's Compensation Insurance coverage written by the Texas Workers' Compensation Fund is required, unless Owner agrees otherwise in writing. Contractor's policy shall apply to the State of Texas and include these endorsements in favor of Owner: waiver of subrogation and 30-day Notice of Cancellation. The minimum policy limits for Employer's Liability Insurance coverage shall be \$500,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this contract, such public liability and property damages insurance as shall protect him and any subcontractor performing work covered by his contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise from operation under this contract, whether such operation be by himself or by one directly or indirectly employed by either of them, and the amount of such insurance shall have a combined bodily injury and property damage limit of not less than \$500,000 per occurrence. Contractor shall provide the following endorsements; Owner listed as an additional insured; 30-day Notice of Cancellation in favor of Owner and waiver of transfer of recovery against others in favor of Owner. Contractor shall maintain Builder's Risk Insurance or Installation Insurance on an all-risk physical loss form in 100 percent of the Contract Sum if available for the project. Owner shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored. Contractor shall provide Business Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of the Owner: Waiver of Subrogation Endorsement; 30-day Notice of Cancellation Endorsement; and Additional Insured Endorsement.

PART 1 - GENERAL

1.1 Related Documents:

Drawings and general provisions of Contract, including General Notes and Special Conditions, Section 00810.

1.2 General

1.2.1 Scope of Work

- A. This section describes the Project in general and provides an overview of the extent of the Work to be performed by the CONTRACTOR. The Work of this contract includes sweeping and debris removal as preparation work for providing seal coat application over approximately **56,131 (SY) square yards** of streets in the project area. Detailed requirements and extent of Work is stated in the applicable Specification Sections and shown on the Drawings. CONTRACTOR shall, except as otherwise specifically stated herein or in any applicable part of these Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the Work.
- B. Any part or item of the Work which is reasonably implied or normally required to make the installation satisfactorily operable shall be performed by the CONTRACTOR and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the Work. It is the intent of these Specifications to provide the OWNER with the complete system. All miscellaneous appurtenances and other items of Work that are incidental to meeting the intent of the Specifications shall be considered as having been included in the applicable unit prices or lump sum prices bid for the Work even though these appurtenances and items may not be specifically called for in the Bid Documents.
- C. Project areas are defined in the Plan documents. Similarly, Project construction limits shall be the public rights-of-way for the public streets listed in the above referenced sections.
- D. The placement of seal coating shall end on or before **August 31, 2017**. Time (Calendar Days charged) will not be suspended between completion of the prep work and application of the seal. Any proposed alternate work schedule including working weekend days and/or not working some normal weekdays is at the discretion of, and must be approved by, the Owner's Representative.
- E. Stop Bars be either taped or painted if temporary markings are required.
 - a. Proper Traffic Control is a critical component to all phases of this project. However, traffic control and detours for the arterial streets, while short in duration, will be especially critical. Three (3) to four (4) flaggers will be required on all through streets to detour and/or waive traffic through the freshly sealed areas until they can be

opened to all traffic. All flaggers must have a map of the detour area and be capable of giving adequate directions in the area.

- F. Contractor will be responsible for providing adequate and highly visible signs, flaggers, cones, drums, and barricades to clearly guide the traffic through and around the work zone.
- G. The seal coat shall utilize a mixture that will allow vehicular traffic within a maximum of 3 to 4 hours after the application.
- H. All valve and manhole covers shall be appropriately protected from the seal coat material and shall be uncovered and cleaned within two days of the application.
- I. Right-of-way permits for construction work within the Village of Bear Creek rights-of-way are not required.
- J. All Work performed and all operations of Contractor, his employees, or subcontractors, within the limits of railroad and highway rights-of-way, shall be in conformity with the requirements and be under the control (through Owner) of the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.
- K. In order to facilitate the Owner's timely and systematic distribution of 21 day advance notices to the concerned residents, Contractor is required to submit detailed schedule for initial work at least 30 days prior to the actual work start date. A Pre-Construction meeting will be scheduled during this period.

1.2.2 Contractor's Responsibilities

- A. Execute all Work specified in the Standard Specifications, Special Provisions and Special Specifications listed in the Table of Contents.
- B. Contractor shall confine his construction operations within the right of way limits and shall use care in placing construction tools, equipment, excavated materials, and supplies to cause the least possible damage to property and interference to traffic. It is the Contractor's responsibility to acquire stock pile and staging area sites and to pay for any restorations and other expenses related to use of that area. Contractor shall set stakes to mark the boundaries of any temporary construction easements on private property. The stakes shall be protected and maintained until completion of construction and final cleanup. No additional compensation will be provided by the Owner.

- C. Contractor shall schedule work so that it does not occur on or the day immediately before Garbage Pickup days, to minimize damage from garbage trucks to freshly sealed streets.
- D. Contractor shall be responsible for proper cleanup of all excess material, emulsion, and other construction related materials. Any concrete surfaces that are discolored as a result of construction activities and cannot be cleaned up to the Owner's satisfaction may require removal and replacement of the concrete.
- E. It is the Contractor's responsibility to notify all affected property owners of the Work at least two days prior to construction activities on their street.
- F. The Contractor shall coordinate with the Owner's Representative for the removal of parked cars and other obstacles to ensure 100% coverage of the street area.
- G. Contractor shall notify principals in the following agencies of their projected schedule of street closures at least two weeks before construction activities commence. These agencies and their services may be impacted by street closures. Contractor shall provide pertinent information about lane closures, detours, and any other construction related activities which may interfere with normal services.

Sheriff's Department..... 512-XXXX-XXX
 Fire Department..... 512-XXXX-XXX
 Emergency Medical Services (EMS)..... 512-XXXX-XXX
 United States Postal Service512-XXXX-XXX
 Waste Services (Garbage Pickup)..... 512-XXXX-XXX

- H. Traffic control plans, including any changes and modifications, must be sealed by a Registered Engineer as required by Texas State and/or Federal Laws. Contractor shall have a certified traffic control person available on site at all times during any construction activities which require placement of traffic control devices within the right-of-way. TxDOT Standard Details for Traffic Control should be used where possible and Traffic Control subcontractors need to be hired based on their qualification for this work.
- I. Use of law enforcement officers shall be coordinated through and approved by the Owner's Representative. Contractor will be responsible for scheduling the approved police officers after coordinating with the Owner's Representative.
- J. Upon completion of a project area, the Owner's Representative will issue a punch-list for that area. Contractor will have 10 Working days from the date the punch-list is issued to complete all punch-list items. After that 10 Working day period, Owner reserves the right to stop work on any other areas until all punch-list items are satisfactorily completed on that subdivision area.
- K. Provide adequate temporary sanitary facilities.

1.2.3 Contractor's Use of Construction Site

The construction site will be in use by public throughout the duration of contract. The CONTRACTOR shall make all efforts to minimize disturbance and hazards to

pedestrian as well as automobile traffic. CONTRACTOR shall not unreasonably encumber the construction site with materials or equipment. CONTRACTOR shall assume reasonable responsibility for protection of construction.

1.2.4 Unfavorable Construction Conditions

No portion of the Work shall be constructed under conditions which adversely affect the quality or efficiency thereof, unless special means or precautions are taken by CONTRACTOR to perform the Work in a proper and satisfactory manner.

End

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Documents related to this section will include the construction drawings and general provisions of the Contract, including the General Notes, and Special Conditions, Section 00810.

1.2 SUMMARY

- A. This section describes the preconstruction conference and other Project related meetings which may be held on a routine schedule throughout the duration of the Project.
- B. The CONTRACTOR, or his authorized representative(s), shall attend all Project related meetings as indicated herein. The CONTRACTOR's representatives, as a minimum, shall include his Project Manager and/or Superintendent. Other CONTRACTOR's representatives may attend Project related meetings.
- C. The CONTRACTOR shall provide all pertinent reports, copies of reports, etc., for each meeting as may be required by this or other sections of the Contract.

1.3 PRECONSTRUCTION CONFERENCE

A. Attendees

A preconstruction conference shall be held as soon after the award and execution of the Contract as possible and before any Work at the site is started. The conference will be held at a location selected by the Owner's Project Manager. The Owner's Project Manager shall prepare and distribute the meeting agenda, preside over the conference, and may distribute meeting minutes. The conference shall be attended by:

- 1. CONTRACTOR's Project Manager and/or Superintendent.
- 2. Any Subcontractors' and/or Suppliers' representatives whom the CONTRACTOR may desire to invite or whom the OWNER may request to attend.
- 3. OWNER's Project Manager.
- 4. OWNER's Sponsor Department Representative.

B. Meeting topics

The topics to be discussed may include, but will not be limited to, the following items:

- 1. Introduction of persons attending the meeting.
- 2. General project description, including length of contract and liquidated damages.
- 3. Key personnel associated with the construction (may include, but is not limited to the following):
 - CONTRACTOR's Project Manager
 - CONTRACTOR's Superintendent
 - OWNER's Project Manager
 - OWNER's Sponsor Department Representative.
 - Representatives of the various utilities.
- 4. Lines of communication and chains of command.

5. Wage and personnel records and reporting requirements.
6. Subcontractors and suppliers.
7. Submittal review and approval procedure. Submittals may include, but are not limited to the following:
 - Letter stating the name and qualifications of the CONTRACTOR's Superintendent
 - Letter(s) from the Subcontractor(s) listing their salaried specialists
 - If applicable, a letter designating the Safety Representative (for general project safety).
 - Schedule of Values
 - Schedule for submittals
 - Shop drawings
 - Construction schedule
 - Payroll reports
 - Appropriate safety training certificates for workers who will initially be on site
8. Job and traffic safety.
9. Permits.
10. Notification of property owners and others affected by the project.
11. Job meetings.
12. Use of the site for construction, storage, staging, etc.
13. Laboratory testing of material requirements.
14. Inventory of materials stored on site provisions.
15. Progress estimate and payment procedure.
16. Posting of signs.
17. Project safety.
18. Other.

1.4 JOB MEETINGS

A. General

Job meetings shall be held as deemed necessary by the OWNER or as requested by the CONTRACTOR throughout the duration of the Project. The meetings shall be held at a location selected by or approved by the Owner's Representative. The OWNER's REPRESENTATIVE or CONTRACTOR, as agreed to, shall preside over the meeting and issue meeting minutes.

B. Attendees

Job meetings will be attended by the following:

1. CONTRACTOR's Project Manager, when requested to attend.
2. CONTRACTOR's Construction Superintendent.
3. Any subcontractors' and/or suppliers' representatives whom the CONTRACTOR may desire to invite or whom the ENGINEER or OWNER requests to attend.

4. OWNER's PROJECT MANAGER.
5. OWNER's Sponsor Department representative(s).

C. Meeting topics

The topics will include, but not necessarily be limited to, the following subjects:

1. Review of previous meetings' notes and update of pertinent information and Project status.
2. Identification and discussion of new job related construction problems. Such discussion will be toward resolving identified problems.
3. Review work accomplished to date and establish proposed construction activities for the upcoming week(s).
4. Discuss the status of or need for change orders.
5. Check of required bonds and insurance certificates (including Workers' Compensation Insurance verification for CONTRACTOR's, Subcontractor's, and Sub-Subcontractor's employees.
6. Status of pay requests.
7. Work in progress.
8. Review and update construction schedule.
9. Review of submittals schedule and status of submittals.
10. Status of Safety Training certificates for all new workers on project.
11. Other.

1.5 OTHER MEETINGS

Other meetings shall be held from time to time as may be requested by the CONTRACTOR or the OWNER. The time and place of the meetings shall be as mutually agreed upon. The attendance at the meetings shall be as requested by the party requesting the meeting.

END

GENERAL NOTES

Perform work during good weather. If work is damaged by a weather event, the Contractor is responsible for all costs associated with replacing damaged work

All work will be performed in accordance to the standards and specifications found in the plans or as directed by the Engineer.

The specifications for the project include the TxDOT 2014 Standard Specifications fo Construction and Maintenance of Highways, Streets, and Bridges.

The Contractor is responsible for SW3P compliance per TCEQ.

Testing requirements noted in the specifications are to be performed by the contractor and delivered to the Engineer. The Engineer reserves the right to test materials incorporated into the project.

Provide an English speaking superintendent to be at the project site at all times during the work.

All construction equipment involved in the work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens.

Damage caused the the roadway of the project and/or any property damage, including driveway pavement, mailboxes, driveway culverts, ornamental decorations, landscaping, etc shall be repaired or replaced at the Contractor's expense.

Keep on site a universal spill kit adequate for the body of water and the work being performed. No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into a floodway must be removed at the end of each work week or prior to a rain event. This work is subsidiary to the various bid items.

The Contractor's responsibility toward preparing the pavement for seal coat on the project with be limited to normal sweeping with the usual rotary-broom equipment. After the placement of the Seal Coat, trash, dirt, and excess rock shall be removed from the project and disposed of off site. All roadway intersections shall be swept after each roadway is complete or as directed by the Engineer. These efforts shall be considered subsidiary to the various bid items selected for the project.

PROSECUTION AND PROGRESS

The Contractor will be given written notice to being work on this project. Work must begin within ten (10) calendar days after such notification.

The Contract time is 30 working days. The project must be completed by August 31, 2017.

A project schedule and work plan shall be provided by the contractor and approved by the City prior to starting work.

ITEM 150 BLADING

Contractor to perform blading in an effort to trim and/or build up the edges along the pavement prior to seal coat operations.

Use hand methods or other means to work around structures, trees, and other obstructions including drainage elements.

This item will be measured and paid by the mile along the centerline of the roadway and is inclusive of both sides of the roadway.

ITEM 316 SURFACE TREATMENTS

The project site is limited for delivery and storage of stockpiled materials. Before stockpiling aggregate, the contractor will be required to provide the Village of Bear creek with stockpile locations and/or delivery plans and a sequence of work for each reference. The contractor shall not deliver materials to the project without the written approval of the Village of Bear Creek.

Asphalt shall be applied on intersections with the asphalt distributor bar to the maximum extent possible

Protect all existing bridges, other exposed concrete surfaces and drainage features within the limits of this project as much as practicable, from asphalt materials by any means approved by the Engineer at the contractor's expense.

Use a medium pneumatic roller meeting the requirements of Item 210 as directed by the Engineer. This work will be subsidiary to the various bid items.

ITEM 351 FLEXIBLE PAVEMENT STRUCTURE REPAIR

Flexible pavement structure repair is limited to those areas identified and marked with paint by the Engineer and shall be confirmed by the contractor prior to beginning repair work.

All repair work is to be performed prior to seal coat operations.

Areas identified for flexible pavement structure repair shall be cut and removed to a depth of 6 and repaired using a Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity) material that shall be "Type B" placed in 3" lifts.

Finished repair area shall be level and even with surrounding traffic surface.

ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING

Work zone lengths will be limited to one (1) mile sections unless otherwise approved by the Engineer. Contractor shall submit work zone plan with schedule to the Engineer for approval.

One way traffic control shall be implemented to execute the work required for the project according to standard TCP (1-2) - 12. The Contractor may be required to furnish flaggers with two-way radios to handle one-way traffic safely and efficiently through the work zone.

In case of inclement weather during daylight hours while the Contractor is still on the project, it shall be the responsibility of the Contractor to handle traffic in a manner to minimize any damage to the seal coat.

Payment for barricades, signs and traffic handling will be lump sum payment for this project to be paid at project completion.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY