

CONTRACTOR'S BID

FOR

2023A STREET REHAB: OVERLAY

RFP 2023-003

PID: CIPTR-2023A

BIDDER'S NAME

(PLEASE PRINT CLEARLY)

CHECKLIST OF ITEMS TO BE RETURNED

The following items shall be returned in order for the bid submittal to be considered acceptable:

- | | |
|--|--|
| <input type="checkbox"/> Completed Bid Summary Sheet | <input type="checkbox"/> Bid Security |
| <input type="checkbox"/> Completed Unit Price Schedule | <input type="checkbox"/> Acknowledgment of Addenda |
| <input type="checkbox"/> Completed Bid Form | <input type="checkbox"/> Completed Bidder's Qualification Form |

PREPARED FOR:



1001 Buchanan Dr. Ste 4
Burnet, Tx 78611

**ADVERTISEMENT FOR COMPETITIVE SEALED BIDS
RFP 2023-003**

Sealed competitive bids, in envelopes addressed to the City of Burnet, 1001 Buchanan Drive Suite 4, Burnet, Texas 78611, for the **2023A Street Rehab: Overlay Project, PID: CIPTR-2023A**, in the City of Burnet, Texas, will be received at the above-mentioned address until **10:00 A.M., May 16, 2023**, and then publicly opened and read aloud. Bids will be opened in-person and made available via web through Teams Meeting ID: 255 318 808 443 Passcode: ozjDvh;

Submittals will be submitted in sealed envelopes and marked "2023A Street Rehab: Overlay."

The Contract Documents and Specifications are available at the City of Burnet. Questions and requests for additional information shall be sent by email to: ebelaj@cityofburnet.com, or via CIVCAST. For this project, all bidders will be **required** to accept Addenda and other pertinent information by email, as well as provide written acknowledgement of Addenda as prescribed in the Instructions to Bidders. **No questions or requests for additional information will be accepted later than 5:00 p.m., May 14, 2023.**

Bid packages will be available on CivCast under ID: CIPTR-2023A, and at the City of Burnet City Hall, located at 1001 Buchanan Drive Suite 4, Burnet, Texas 78611, Monday through Friday, 8:00 a.m. to 5:00 p.m. for viewing only. Project general conditions and standard specifications manual can be found on the City's website at www.cityofburnet.com

An optional pre-bid conference will be held on **May 11, 2023**, at 11:00 AM. However, due to COVID-19, the meeting will be held via web. Details will be made available on the web via CivCast-Teams Meeting ID: 225 265 695 280 Passcode: QNXhJM

A bid security of 5% of the bid amount must accompany each bid or proposal. A certified check or bank draft payable to the City of Burnet may be submitted in lieu of the Bid Bond.

After contract is awarded, the contractor will be required to furnish insurance, performance, and payment bonds.

The City of reserves the right to waive any informality that is not detrimental to any other bidder or potential bidder or to reject all bids or to accept the lowest responsible bidder that in the judgment of the City Council will be in the best interest of the City.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

City of Burnet, Texas
Eric Belaj, City Engineer

Newspaper ad published twice:

Wednesday May 3rd, 2023
Wednesday May 10th, 2023

CITY HAS COPY OF AFFIDAVIT OF PUBLICATION.

If you have any questions, please e-mail Eric Belaj at: ebelaj@cityofburnet.com.

SECTION 003

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PROPOSAL INSTRUCTIONS

Project supplements to general conditions and standard specifications manual can be found on the City's website at www.cityofburnet.com.

1. PROJECT

Objective of Request for Competitive Sealed Bids process is to competitively procure services with a qualified contractor whose Proposal provides best value for Owner for the project description below:

*2023A Street Rehab: Overlay Project, PID: CIPTR-2023A, in the City of Burnet, Texas
Base Bid: 2" Overlay & tac coat of approx. 36,331 SY, and thermoplastic striping of several streets. Project consists of, milling approx. 1.5" by 3' wide strip of existing asphalt along curb line and tie in with new HMA, implement traffic control as approved by the city, apply tac coat, 2" overlay, tie-in to existing roads, and mill and proof roll approx. 535 SY. The contractor is required to provide a 1-year 10% maintenance bond. The successful bidder shall furnish all materials, labor, tools, public safety equipment, and incidentals necessary to install a high-performance pavement to City locations as set forth in these specifications.*

Added Bid Alt1: Overlay of Post Mountain Road approximately 1,164 SY, associated traffic control, and intersection tie-ins. All other items as applicable to Base Bid.

2. PROPOSAL EVALUATION

Proposals will be received, publicly opened, and names and monetary Proposals of each Offeror read aloud. Subsequently, Proposals will be ranked according to criteria described in this Document. Both cost and non-cost factors will be evaluated according to section 252 of the local government code.

Complete sets of Bid Documents must be used in preparing Proposals; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bid Documents. Dates, locations, and times of the proposal submittal are outlined in the Advertisement for Proposal.

Owner and Engineer, in making copies of Bid Documents available on above noted terms, do so only for purpose of obtaining Proposals for Work and do not confer a license or grant for any other use.

3. SELECTION CRITERIA

Owner will consider several factors in selecting a winning bidder as noted in the section 252.043 of the of State of Texas Government Code, and other applicable state codes which allow and will provide best value to Owner. Bids will be evaluated using the following criteria and weighting:

1. Proposed Project Cost: Offeror's Proposed Cost of Performing Work shall be indicated in the Bid or Proposal Form.
2. The reputation of the bidder and of the bidder's goods or services: Provide general information about Organization and a Statement of Qualifications. Include information on Projects on similar which Offeror has had significant involvement in the last five (5) years, or that demonstrate experience with similar Projects. This list is to include name and a current telephone number of references for each of these Project assignments. Offerors are to include a list of current Project assignments for each of individuals proposed, anticipated completion date for this assignment and percentage of time they will have available to devote to this Project.
3. Experience/Qualifications of Sub-Contractor(s): Provide information on Sub-Contractor(s) who are to complete 25% or more of the project in terms of cost, qualifications including information on Projects of similar which Sub-Contractor(s) has been in charge of in the last five (5) years, or that demonstrate experience with similar Projects. This list is to include name and a current telephone number of references for each of these

assignments. Subcontractor shall name a Superintendent who must be dedicated to this Project full time for duration of Project and may not be changed without written approval by Engineer. In the event that Contractor does not intend to outsource any work over 25%, then the evaluations criteria for the Contractor will be utilized to complete this portion of the evaluation.

4. Other Factors: Owner will consider other factors in evaluating Bids, including but not limited to the following:
 - a. The bidder's past relationship with the municipality.
 - b. Any relevant criteria specifically listed in the request for bids as noted herein.
 - c. Ability to Meet Proposed Time for Construction: Provide information to demonstrate ability of Organization to complete Projects within budget and on time.
 - d. Quality of Work: Demonstrated quality of Work on completed Projects as determined by site visits or discussions with references for Projects. Quality considerations may include appearance of completed Work, amount of warranty or rework required, durability and maintainability of completed Project, and quality of documentation provided.
 - e. Safety: Demonstrated success in implementation of a site safety program.
 - f. Claims Experience and Litigation History: Provide a list all claims or litigation involving construction Projects that have been filed by Offeror or Owner within last five (5) years, or that are currently outstanding.
 - g. Other factors submitted such as Financial Standing, Superintendent Experience, proposals for changes to reduce cost, or any other factors the Contractor submits for consideration.
 - h. For projects over \$1.5MM the municipality will attempt to award project to lowest responsible bidder.

The criteria and weighting for the ranking of Offeror's Proposals is as outlined Below:

Item No.	Evaluation Criteria	Points
1.	Project Cost	40
2.	Contractor Experience	20
3.	Sub-Contractor Experience	20
4.	Other Factors	20
TOTAL		100

In order to determine the Contractors ability to perform the work, the Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of Work as to which identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in General Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in Work when such data is required to be submitted prior to recommendation of award.

Owner may consider qualifications (Statement of Qualifications) of Offerors and Offeror's subcontractors and consultants, in addition to proposed cost(s) (Proposal Form) when evaluating Proposals to determine which Proposal offers best value to Owner. Owner will rank each of Offeror's Proposals based on criteria and criteria weighting described herein.

Evaluation and ranking of Proposals will be completed no later than 45th calendar day from date of Proposal opening. Offerors are requested not to withdraw their Proposals within 60 calendar days from date on which Proposals are opened. Proposal Security of highest-ranking firms will be held by Owner until contract negotiations are finalized.

4. OTHER PROCEDURES

Owner may conduct such investigations as Owner deems necessary to assist in evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish Work in accordance with Contract Documents to Owner's satisfaction within prescribed time.

Owner, at its discretion, may also choose to conduct interviews with top ranking Offerors to provide offerors a better opportunity to demonstrate they can provide best value to Owner for this Project. After bid opening, City staff, or representing committee, will contact the bidder appearing to offer best value for the City, and discuss any possible changes proposed. City staff, or representing committee, will then make recommendation to council for approval.

Failure to participate in the interview may result in disqualification from consideration for project. Should Owner choose to conduct interviews with top ranking Offerors, they will be notified of:

1. Time and place for interview.
2. Interview format and agenda.
3. Individuals that are expected to participate in the interview.

Owner reserves right to adopt most advantageous interpretation of Proposals submitted in case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities.

003 ACKNOWLEDGMENT OF ADDENDA

Acknowledgement of Addenda:

All Addenda must be acknowledged below in the space provided. Alternatively, Addenda may be acknowledged on the outside of the sealed envelope submitted for bid next to the project name. Inclusion of the full text of any Addendum in this bid packet will also constitute the bidder's acknowledgement of that Addendum.

Bidder's Name: _____

(Fill in Bidder's Name exactly as it appears on pages 2 and 3 of the Bid Form)

I have received, acknowledge, and accept all of the following Addenda:

ADDENDUM NO.	SIGNATURE

Total Bid Amount in numbers:

Total bid in numbers (as tabulated on the Unit Price Schedule): \$ _____

The total bid in numbers above will be used to determine the apparent low bidder. The contract award will be based on bid amounts tabulated and verified by the Engineer.

004 CONFLICT OF INTEREST QUESTIONNAIRE

004.1 INSTRUCTIONS

CONFLICT OF INTEREST
DISCLOSURE

IMPORTANT NOTICE TO VENDORS AND BIDDERS- NEW STATE LAW

Beginning January 1, 2006 a new state law (Chapter 176 of the Local Government Code) requires the filing of Conflict of Interest Questionnaires (CIQ) by certain individuals and businesses.

The questionnaires require disclosures describing certain business and gift giving relationships, if any, the filers may have with Local Government Officers or a member of a governing body of a local government entity.

The new law applies to:

- Businesses and individuals who contract with the city,
- Businesses and individuals who seek to contract with the City (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealing with the City

A copy of the required reporting form is attached. Form CIQ

As part of the contracting process with governmental entities, Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file it with the City's Secretary at 1001 Buchanan Dr. Suite 4, Burnet, Tx 78611.

004.2 CIQ FORM SAMPLE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Signature of person doing business with the governmental entity

Date

004.3 FORM TGC 2270

Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Contract identifier: _____

Department: _____

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name of Person: _____
Signing, Title, and Company _____

Date signed: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public on this day personally appeared _____ (Name), on behalf of _____ (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct..

SWORN AND SUBSCRIBED TO before me, this _____ day of _____, 20 ____.

NOTARY OF PUBLIC,
FOR THE STATE OF TEXAS

My Commission Expires:

Government Code § 2270.002. Provision Required in Contract
Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

The following definitions apply:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

005 BID FORM

BID FORM

PROJECT IDENTIFICATION: 2023A STREET REHAB: Overlay

PROJECT IDENTIFICATION NUMBER (PID): CIPTR-2023A

THIS BID IS SUBMITTED TO: Mr. Eric Belaj, City Engineer, City of Burnet, Texas

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined and carefully studied the Bidding Documents; including (but not limited to) the following:

BID PACKET - All portions of the Contractor's Bid Packet including the Instructions to Bidders, General Conditions, and any Special and /or Supplementary Conditions

DRAWINGS - Most current set of drawings

SPECIFICATIONS - Most current City of Burnet Technical Construction Standards, Specifications Manual, and any other as stated in the construction drawings.

ADDENDA - Acknowledged on the Bid Summary Sheet or on the sealed bid envelope

- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. BIDDER accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereof. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the limes, price and other terms and conditions of the Contract Documents.
- (e) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawing identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for

performing and furnishing the Work for which this Bid is submitted.

- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 4. Measurement shall be based solely on Plan Quantities as listed in the Unit Price Schedule; no quantities shall be measured in the field for payment purposes. BIDDER will complete the Work in accordance with the Contract Documents for the Unit Prices and Quantities listed on the Unit Price Schedule for the total bid in numbers as entered on the Bid Summary Sheet.
- 5. BIDDER agrees that the Work will be substantially complete, and completed and ready for final payment in accordance with the lines specified in Article 3 of the Standard Form of Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the lines specified in the Agreement.
- 6. The following documents are required to be attached to be made a condition of this Bid:
 - (a) Required Bid Security in the form of certified check, cashier's check or corporate surety bond.
- 7. Communications concerning this Bid shall be addressed to:

Mr. Eric Belaj, PE, CFM
City Engineer
City of Burnet
1001 Buchanan Drive Suite 4
Burnet, Texas 78611
(512) 756-609
ebelaj@CityofBurnet.com

The address of BIDDER indicated below:

- 8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.
- 9. SUBMITTED on _____, 20____.
- State Contractor License No. _____

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

Email Address: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____ *(General Partner)*

Business address: _____

Phone No.: _____

Email Address: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____ (SEAL)
(name of person authorized to sign)

(Corporate Seal) (Title)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

Email Address: _____

Date of Qualification to do business is _____

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

Phone No.: _____

Email Address: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

006 BID BOND

KNOW ALL BY THESE PRESENTS: that the undersigned Principal and Surety are firmly bound to the City of Burnet ("City") in the penal sum of _____ Dollars (\$_____).

Now the condition of this bond is this: that, whereas the undersigned principal has submitted to the City a bid to enter into a certain contract whereupon principal undertakes to perform the following-described work of construction, alteration or repair:

Project Title: 2023A Street Rehab: Overlay

NOW, THEREFORE, if the principal shall, within 30 days following acceptance by the City Council of the City of Burnet of such bid and award by said Council to said principal of said contract, execute and return such further contract documents, together with such bonds and insurance documents as may be required by the terms of the bids accepted, then this obligation shall be null and void, otherwise it shall remain in full force and the amount hereof shall be paid to and retained by the City as liquidated damages for principal's failure to do so.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this the ___ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and by these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: _____

By: _____

Title: _____ Date: _____

Surety: _____

By: _____

Title: _____ Date: _____

(Attach Power of Attorney)

007 BIDDER QUALIFICATION FORM

Bidder Qualification Form - Construction

(Firm must prepare this statement in the form shown)

The undersigned bidder certifies that the information herein is true, correct, complete and accurate. Elaboration on the following information or additional information deemed to be useful for evaluation of bidder's capabilities or to prevent misleading representations may be attached to this form. With exception to material and equipment suppliers, any subcontractor completing 25% or more of the project in terms of cost, is required to fill out this form.

Date: _____ Texas License Number: _____ Federal ID No.: _____

Bidder (Legal Name of Firm): _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

City: _____ State: _____ Zip Code: _____ Email: _____

President (or Managing Partner, etc.): _____

Dun and Bradstreet Number (if any): _____

Years in Business Under Present Name: _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract (\$): _____

Work in place last year (\$): _____

Total Bonding Capacity (\$): _____

(Attach a letter from Bonding Co. evidencing bonding capacity)

Value of Work Presently Bonded (\$): _____

Bonding Company: _____

Bonding Agent: _____

Insurance Company: _____

Insurance Agent: _____ Phone: _____

Total Staff Employed by Firm (Break down by Managers and Trades on separate sheet): _____

Contracting Specialty (Indicate trades in which bidder performs): _____

Union Affiliations: Local National

Years Performing Work Specialty: _____ Percentage of Work Performed by Firm's Own Forces: _____

Is the Bidder in compliance with all applicable EEO requirements? Yes No
(If the answer is no, please attach summary of details on a separate sheet)

Bank References

Address: _____ Contact Name: _____

City: _____ State: _____ Zip Code: _____ Phone Number: _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If the answer is yes, please attach summary of details on a separate sheet)

Relevant Experience

Bidder should have successfully completed (substantially on-schedule, on-budget) at least three projects of similar size and nature for which they are submitting qualifications. List projects on a separate sheet with the following information on each and attach hereto:

- Project (Name, Location and Contact)
- Architect (N/A if not applicable)
- Engineer
- Contract Amount
- Date Completed (Month/Year)
- Scope of Work

List below any/all Contract(s) awarded to Bidder which it has failed to complete (If applicable, attach a separate sheet):

Project (Name and Location): _____

Contract with: _____

Brief Explanation of Cause and Resolution: _____

List on a sheet attached hereto all judgments, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach to this form Bidder's current Financial Statement (assets/Liabilities), preferably audited.

Signature: _____

Name (Officer or Partner): _____

Title: _____

Date: _____

AFFIDAVIT OF AUTHENTICITY
Must be included with Bidder's Qualifications

STATE OF TEXAS :

COUNTY OF :

ON THIS, the _____ day of _____, _____, before me, a Notary Public, the undersigned officer,
personally appeared _____, who acknowledged her/himself to be the
_____ of _____
[title] *[Contractor's full name]*

being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the
name of the said contractor by her/himself as such _____, executed the
[title]
foregoing instrument for the purposes therein contained by signing her/his name.

STATE OF TEXAS :

COUNTY OF :

Sworn to and subscribed before me on the _____ day of _____, _____ (year), by _____.
(name of signer)

Notary Public's Signature

008 CONTRACT

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTIES OF BURNET

THIS CONTRACT is made and entered into on this the _____ day of _____, 20__ by and between the CITY OF BURNET (hereinafter referred to as “**OWNER**”) and _____ (hereinafter referred to as “**CONTRACTOR**”). In consideration of the mutual covenants set forth, the **OWNER** and **CONTRACTOR** agree as follows:

Article I. Work

The **CONTRACTOR** shall perform all of the work as specified in the Contract Documents pertaining to this project. The work is generally described as follows:

2023A STREET REHAB: OVERLAY

ATTACHED ADDENDUM

Addenda numbers **0** to **0** , inclusive.

Plans and Specification prepared by: The City of Burnet

CITY OF BURNET

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the **CONTRACTOR**’s own cost and expense, the **CONTRACTOR** shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the **OWNER**.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance and payment bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Burnet, as amended, and, any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items or work listed and referred to in the Contract Documents within 60 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

Article V. Debts

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications aforementioned, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER reserves the right to select to build the project herein in whole or in part as needed to meet budget constraints, coordination with other project, or to better align with the needs of the OWNER. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR: NAME

CITY OF BURNET

Signature By: _____

David Vaughn

Name: _____

ATTEST:

ATTEST:

Name:

City Secretary, Kelly Dix

Address for giving notices:

Address for giving notices:

1001 Buchanan Dr. Suite 4
Burnet, Tx 78611

009 REQUEST FOR INFORMATION

Communications concerning this Bid shall be addressed to:

Eric Belaj, PE, CFM
City Engineer
CITY OF BURNET
1001 Buchanan Dr. Ste 4
Burnet, Tx 78611
ebelaj@cityofburnet.com

010 PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

Performance Bond

STATE OF TEXAS

COUNTY OF _____

Bond No. _____

Project No. _____

Project Name _____

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.

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 any change in Contract Time or Contract Sum shall not in anywise affect its obligation
on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum.

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

Principal
By _____
Title _____
Address _____

Surety
By _____
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.

Payment Bond

STATE OF TEXAS
COUNTY OF _____

Bond No.
Project No.
Project Name

Know All Men By These Presents: That _____
of the City of _____, County of _____ and State of Texas, as
Principal, and _____ a solvent corporation authorized
under laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto
_____ (Owner), and all Subcontractors,
workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to
sue upon this bond 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 _____, _____ to which Agreement
is hereby referred to and made a part hereof as fully and to the same extent as if copied in length herein.

Now, therefore, condition of this obligation is such, that if the said Principal shall well and truly pay all
Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals
for subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction
of improvement of said Agreement, then this obligation shall be and become null and void; otherwise to
remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government
Code as amended and all liabilities on 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 any change in Contract Time or Contract Sum shall
not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in
Contract Time or Contract Sum.

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

Principal
By _____
Title _____
Address _____
Telephone _____
Fax _____
E-Mail Address _____

Surety
By _____
Title _____
Address _____
Telephone _____
Fax _____
E-Mail Address _____

Name and address of the 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.

Maintenance Bond

STATE OF TEXAS
COUNTY OF _____

Bond No. _____
Project No. _____
Project Name _____

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, is licensed and have an office in Texas are
held and firmly bound unto City of Burnet (Owner or Obligee), 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.

Whereas, the penal sum above is intended to represent ten percent (10%) of the total sum of the contractual obligation to the Owner.

Whereas, the said Principal has completed and the Owner has accepted as being complete in accordance with applicable construction
documents (this bond shall become effective only after such completion and acceptance) infrastructure improvements (Described as "Work")
project contractually known as: _____

Whereas, the Owner requires that the principal furnish a bond conditioned to guarantee for the period of One (1) years after Owner has
accepted as being complete in accordance with applicable construction documents, against any defects in workmanship and materials which
are the responsibility of the Principal.

**Now, therefore, the condition of this obligation is such, that said Principal shall indemnify the Obligee for all loss that the Obligee
may sustain by reason of defective materials or workmanship which may become apparent before the expiration of the period of One
(1) year after Owner has accepted as being complete in accordance with applicable construction documents. In the event that
Principal does not make necessary repairs in a timely manner, then this bond to remain in full effect.**

This obligation does not cover normal wear and tear of materials, misuse by Obligee or third party, failure of Owner to perform owner
required maintenance, not any defects not addressed and known to Obligee prior to acceptance, nor any defects discovered or occurring after
the expiration period set above.

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.

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

Principal
By _____
Title _____
Address _____

Surety
By _____
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.

CONSTRUCTION COST FOR: **BURNET 2023 STREET REHAB PH-1 OVERLAY**

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in *the Standard Form of Agreement*, unless otherwise noted.

Contractor responsible for the validity, format, and formulas in file.
PDF documents are official

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING					
1	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ -	\$ -
2	TRAFFIC CONTROL	1	LS	\$ -	\$ -
HARVEY (C03)					
3	TYPE D HMAC	5,170	SY	\$ -	\$ -
5	MILL, PROOF ROLL, AND OVERLAY	306	SY	\$ -	\$ -
6	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	180	LF	\$ -	\$ -
LEWIS (C04)					
7	TYPE D HMAC	1,899	SY	\$ -	\$ -
9	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	80	LF	\$ -	\$ -
TATE (C05)					
10	TYPE D HMAC	874	SY	\$ -	\$ -
11	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	39	LF	\$ -	\$ -
PIERCE (C06-C07)					
13	TYPE D HMAC	7,722	SY	\$ -	\$ -
14	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	478	LF	\$ -	\$ -
MAIN (C08-C10)					
16	TYPE D HMAC	10,948	SY	\$ -	\$ -
17	MILL, PROOF ROLL, AND OVERLAY	229	SY	\$ -	\$ -
18	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	440	LF	\$ -	\$ -
WEST (C11)					
20	TYPE D HMAC	1,760	SY	\$ -	\$ -
22	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	43	LF	\$ -	\$ -
LEAGUE ST (C12-C13)					
23	TYPE D HMAC	6,279	SY	\$ -	\$ -
24	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	254	LF	\$ -	\$ -
MCNEIL (C14)					
26	TYPE D HMAC	480	SY	\$ -	\$ -
LEAGUE CT (C15)					
28	TYPE D HMAC	1,199	SY	\$ -	\$ -

CONSTRUCTION COST FOR: **BURNET 2023 STREET REHAB PH-1 OVERLAY**

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PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
PAVEMENT MARKINGS					
HARVEY (C03)					
30	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ -	\$ -
31	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	1	LF	\$ -	\$ -
LEWIS (C04)					
32	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ -	\$ -
33	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ -	\$ -
TATE (C05)					
34	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ -	\$ -
PIERCE (C06-C07)					
35	BLUE TRAFFIC BUTTON REFLECTORS	4	EA	\$ -	\$ -
36	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	7	EA	\$ -	\$ -
MAIN (C08-C10)					
37	BLUE TRAFFIC BUTTON REFLECTORS	5	EA	\$ -	\$ -
38	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	10	EA	\$ -	\$ -
WEST (C11)					
39	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ -	\$ -
LEAGUE STREET (C12-C13)					
40	BLUE TRAFFIC BUTTON REFLECTORS	3	EA	\$ -	\$ -
41	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ -	\$ -
MCNEIL (C14)					
42	BLUE TRAFFIC BUTTON REFLECTORS	0	EA	\$ -	\$ -
LEAGUE COURT (C15)					
43	BLUE TRAFFIC BUTTON REFLECTORS	0	EA	\$ -	\$ -

CONSTRUCTION COST FOR: **BURNET 2023 STREET REHAB PH-1 OVERLAY**

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in *the Standard Form of Agreement*, unless otherwise noted.

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PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
TOTAL BASE BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	-

ADDED BID ALTERNATE NO. 1

GENERAL CONDITION & PAVING					
44	MOBILIZATION, BONDS & INSURANCE	0	LS	\$ -	\$ -
46	TRAFFIC CONTROL	0	LS	\$ -	\$ -
POST MOUNTAIN (C16)					
47	TYPE D HMAC	1,164	SY	\$ -	\$ -
49	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"X3' WIDE PVMT.)	126	LF	\$ -	\$ -
TOTAL BID ALT. NO. 1				\$	-

TOTAL BASE BID INCLUDING ADDITIONAL BID ITEMS (TOTAL OF ITEMS IN THE COLUMNS ABOVE)	\$	-
The total bid shall be entered in the space provided above, and shall also be entered in the space provided in the Bid Summary Sheet. All construction shall be completed per the City of Burnet's Technical Construction Standard Manual. Contractor will be required to provide insurance certificate and performance bonds per the specs.	Payment for all Items shall be base on Plans Quantity , as described in <i>Measurement and Payment</i> , unless otherwise noted.	

BIDDER: _____

BY: _____

TITLE: _____

The Base Bid of the undersigned bidder based upon the quantities shown and the unit prices bid:

_____ Dollars, and _____ Cents

(\$ _____). All work bid will be substantially completed within 45 calendar days after the issuance of the notice to proceed. All work bid will be totally completed within 60 calendar days.