

**COMPETITIVE SEALED BID
CITY OF SPRING VALLEY VILLAGE, TEXAS**



EST. 1955

SPRING VALLEY
V I L L A G E

**GREEN VALLEY DRIVE AND WINNINGHAM LANE
ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS
COMPETITIVE SEALED BID 2020-07-100**



GESSNER
ENGINEERING

Firm Registration Number: TBPE F-7451
2501 Ashford Drive, College Station, Tx
979-680-8840

**Gessner Engineering Job No. 19-1148
05/08/2020**

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BID SCHEDULE SUMMARY

**BID OPENING DATE:
 Friday, July 31, 2020**

Wednesday	July 8, 2020 Memorial Examiner and www.CivCastUSA.com	Bid Documents Released and 1 st Legal Advertising for Bid
Wednesday	July 15, 2020 Memorial Examiner and www.CivCastUSA.com	2 nd Legal Advertising for Bid
Wednesday	July 22, 2020 10:00 am Microsoft Teams Meeting With Link to be Provided Through www.CivCastUSA.com	Non-Mandatory Pre-Submittal Conference
Friday	July 24, 2020 4:00 pm	Last day for inquiries and clarifications <i>(Please submit all questions via www.CivCastUSA.com)</i>
Friday	July 31, 2020 10:00 am Spring Valley Village City Hall 10:05 am Spring Valley Village City Hall Council Chambers	Deadline for Submission of Bids Opening of Bids
Tuesday	August 25, 2020 Spring Valley Village City Hall Council Chambers	City Council Award of Bid and Consideration of Contract

Note: This schedule is preliminary and may be modified at the discretion of the owner.

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INVITATION TO BID

The City of Spring Valley Village is accepting Competitive Sealed Bids for all supervision, materials, labor and equipment necessary for the Green Valley Drive and Winningham Lane Roadway, Drainage, and Utility Improvements Project, located west of Voss Road and a quarter mile north of Interstate 10.

The Project includes Roadway, Drainage, and Utility improvements. Some of the necessary components of the project include roadway demolition and reconstruction, installation of storm sewer piping and curb inlets, replacement of existing waterline, rehabilitation of existing sanitary sewer, and landscaping. Additional details regarding the full extent of the scope of project can be found in the full Bidding Documents.

Digital versions of the Bidding Documents are available from the Purchasing Page of the City of Spring Valley Village's website at www.springvalleytx.com or at www.civcastusa.com at no charge. Interested parties must register for a free account in order to access them and be informed of any future bid phase documents. Hard copies of the Bidding Documents are available at the offices of the City of Spring Valley Village, 1025 Campbell Road, Houston, Texas 77055, upon receipt of a check made out to City of Spring Valley Village in the sum of \$100.00 for each set of documents. No cash will be accepted. Additionally, hard copies of the Bidding Documents may be examined by prospective Bidders or suppliers at Gessner Engineering, 2501 Ashford Drive, College Station, Texas, upon prior notification and coordination with Gessner Engineering technical staff, 979-680-8840. Historically Underutilized Businesses (HUBs), minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit a Bid.

All Bids submitted for consideration must include two (2) originals in hard copy and one (1) electronic version, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #2020-07-100 Green Valley Drive and Winningham Lane Roadway, Drainage and Utility Improvements Project," Attention: City Secretary, and must contain the name of the company submitting the Bid.

BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF SPRING VALLEY VILLAGE NO LATER THAN 10:00 AM ON FRIDAY, JULY 31, 2020. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO INSURE THAT HIS/HER BID IS ACTUALLY IN THE CITY SECRETARY'S OFFICE PRIOR TO THE BID SUBMISSION DEADLINE.

A NON-MANDATORY PRE-SUBMITTAL MEETING WILL BE HELD VIA MICROSOFT TEAMS ON WEDNESDAY, JULY 22, 2020 AT 10:00 AM. A LINK TO THE MICROSOFT TEAMS MEETING WILL BE PROVIDED THROUGH WWW.CIVCASTUSA.COM.

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BIDS WILL BE PUBLICLY OPENED AND READ AT THE SPRING VALLEY VILLAGE CITY HALL LOCATED AT 1025 CAMPBELL ROAD, SPRING VALLEY VILLAGE, TEXAS 77539 ON FRIDAY, JULY 31, 2020 AT 10:05 AM.

Bid security in the amount of not less than five percent (5%) of the total amount of the Bid must accompany each Bid as a guarantee that the Successful Bidder will enter into a proper Contract and execute Bonds and Guaranties on the forms provided within eight (8) calendar days after the date Contract Documents are received by the Contractor.

Upon consideration of the Bids, the City Council plans to award a Contract; however, the City reserves the right to reject any or all bids, to waive any or all irregularities, formalities or technicalities, and to accept any bid that it deems advantageous to the City. Bids shall be valid for a period of ninety (90) days from the date Bids are opened. Each bidder agrees to waive any claim it has or may have against the City, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid. The Successful Bidder will be required to furnish a performance bond and a payment bond each in an amount of 100% of the total contract price.

1st Advertisement: Memorial Examiner, July 8, 2020

2nd Advertisement: Memorial Examiner, July 15, 2020

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SCOPE OF WORK AND SPECIAL CONDITIONS

1. SCOPE OF WORK

The scope of work under this bid shall include Roadway, Drainage, and Utility improvements. Some of the necessary components of the project include roadway demolition and reconstruction, installation of storm sewer piping and curb inlets, replacement of existing waterline, rehabilitation of existing sanitary sewer, and landscaping. Additional details regarding the full extent of the scope of project can be found in the full Bidding Documents.

All work shall be performed in accordance with the Construction Plans developed for the project and Technical Specifications provided herein.

2. RESPONSIBILITIES OF THE CONTRACTOR

The bidder must be capable of performing all responsibilities normally associated with performing the scope of work in accordance with the Construction Plans developed for the Project and Technical Specifications provided herein. The successful bidder shall furnish all supervision, materials, labor, and equipment for work delineated above.

3. CONSTRUCTION SCHEDULE

Following award of bid, City and City's Engineer will meet with the successful bidder to develop and submit a construction schedule for the total scope of work. City may also request successful bidder to develop and submit a construction schedule for each street. The successful bidder will be required to complete the entire scope of work as outlined in Section 1 above within 220 calendar days after the date of the first written notice to proceed issued by the City. The work to be performed shall be commenced within ten (10) calendar days after the date a written notice to proceed has been issued to successful bidder by the City. Construction activity is allowed Monday through Friday, 7:00 a.m. to 7:00 p.m. Saturday and Sunday, 9:00 a.m. to 6:00 p.m., unless otherwise permitted by the Director of Public Works in compliance with the City's noise regulations.

4. USE OF SUBCONTRACTORS

With the bid, submit a list of subcontractors for major portions of the work and major suppliers. Give the names and addresses of the selected subcontractors and major suppliers listed in the bid proposal. Include on the list all "local" subcontractors and major suppliers. "Local" shall be defined as those subcontractors and major suppliers whose principal business location is in Harris County. The "Subcontractors and Major Suppliers Form" is provided at the conclusion of the "Instructions to Bidders" section, and shall be attached to the Bid. The Owner reserves the right to reject a proposed Subcontractor or Supplier for reasonable cause.

5. SAFETY REGULATIONS

The successful bidder's personnel shall wear orange safety vests on all job sites. Work gloves and other appropriate clothing/shoes shall be worn. The successful bidder's personnel must have received the appropriate safety training prior to start of work.

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6. TRAFFIC CONTROL PLANS

Contractor will be responsible for installing and maintaining Traffic Control Plans per the Construction Documents.

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INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.

1. BIDS, PREPARATION AND SUBMITTAL

Bidders must utilize the Bid Form and must submit two (2) originals in hard copy and one (1) electronic version of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the required number of bid documents may result in the bid being declared unresponsive to specification and may not be further evaluated.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time; but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters that can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents, or should there be any doubt as to a document's meaning and intent, the Bidder should notify the City's Engineer at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held at 10:00 am on Wednesday, July 22, 2020 via Microsoft Teams. A link for the meeting will be provided through www.civcastusa.com. Construction documents are available for review on www.civcastusa.com. Additionally, City representatives will answer any questions with regard to the scope and intent of this project. This is a non-mandatory meeting.

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4. DELIVERY OF BIDS

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered.

5. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of ninety (90) calendar days after opening of the bids.

7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified, and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.

8. BID OPENINGS

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

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The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Spring Valley Village Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

9. BASIS OF AWARD

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids.

The City of Spring Valley Village reserves the right to contact any bidder, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Spring Valley Village in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one bidder, or to reject any or all bids.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Spring Valley Village's website from www.springvalleytx.com/342/Purchasing.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

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GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Spring Valley Village to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. The successful bidder must begin work in accordance with the construction schedule to be developed by City and the successful bidder. This should be considered and reflected in the Bid.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements, contract bid quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Spring Valley Village, Houston, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DELIVERY PROMISE-PENALTIES:** Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
6. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.

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7. EXCEPTIONS/SUBSTITUTIONS: All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Spring Valley Village reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
8. PROPRIETARY INFORMATION: If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
9. CORRESPONDENCE: The bid number assigned to this Project must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
10. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda posted on www.civcastusa.com. Sole issuing authority of addenda shall be vested in the City of Spring Valley Village Engineer and/or Director of Public Works. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
11. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.
12. INQUIRIES: Any inquiries concerning the bid documents shall be submitted to the City's Engineer through www.civcastusa.com. Inquiries are permitted until the deadline as indicated in the Bid Schedule Summary. Necessary replies will be issued to bidders of record as addenda, which become a part of the bidding documents. Oral instructions do not form a part of the bidding documents. **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

PERFORMANCE

13. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

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14. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
15. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
16. **LABORATORY TESTING:**
 - 16.01 Contractor will provide for laboratory testing during construction, except that Contractor will provide for testing and/or laboratory certification of materials furnished for use in construction, if required elsewhere by these specifications.
 - 16.02 Retests of materials or installations found defective in initial tests will be at Contractor's expense. The final pay estimate will not be processed until the Contractor has paid his portion of the laboratory testing invoices.
 - 16.03 The Public Works Director, City's Engineer or representative of the City has the right to temporarily halt construction for the purpose of acquiring test samples.
 - 16.04 Copies of Contractor performed test results shall be submitted promptly to the City.
17. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
18. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
19. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
20. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
21. **ETHICS:** The Bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Spring Valley Village.

PURCHASE ORDERS AND PAYMENT

22. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract

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administrator for which a valid invoice has been received following review and approval by the City's Engineer.

23. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without required bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
24. **APPROPRIATION CLAUSE:** The City of Spring Valley Village is a Texas Type A municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
25. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the City Treasurer.
26. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice following review and approval by the City's Engineer, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Successful Bidder is required to pay subcontractors within ten (10) days of work performed. Specific Payment Terms shall be contained in Contract for Construction to be executed by Successful Bidder and the City.
27. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to Gessner Engineering, attention to Pedro Rico, P.E., 2501 Ashford Drive, College Station, Texas 77840, 979-680-8840, prico@gessnereng.com.

CONTRACT

28. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
29. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Harris County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
30. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

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31. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

32. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Spring Valley Village shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Bidder, default will be declared, and all the successful Bidder's rights shall terminate. Bidder, in submitting this bid, agrees that the City of Spring Valley Village shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Bidder.

33. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its sole expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.

34. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

35. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Harris County, Texas.

36. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS 2020**

37. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all bidders shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
38. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the bidder represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the bidder has not been found to be liable for such practices in such proceedings.
39. **FELONY CRIMINAL CONVICTIONS:** The bidder represents and warrants that neither the bidder nor the bidder's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the bidder has fully advised the City of Spring Valley Village as to the facts and circumstances surrounding the conviction.
40. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
41. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
42. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing

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body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

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CITY OF SPRING VALLEY VILLAGE CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Spring Valley Village shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage
Statutory Workers compensation insurance as required by state law
(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars
(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.
(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

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SCHEDULE OF DRAWINGS

<u>Sheet No.</u>	<u>Description</u>
-	COVER PAGE
C000	GENERAL NOTES
C001	GENERAL NOTES
C100	OVERALL EXISTING CONDITIONS & SURVEY CONTROL
C101	EXISTING CONDITIONS – WINNINGHAM LANE
C102	EXISTING CONDITIONS – GREEN VALLEY DRIVE
C200	OVERALL LAYOUT – WINNINGHAM LANE & GREEN VALLEY DRIVE
C300	OVERALL DEMOLITION PLAN
C301	DEMOLITION – WINNINGHAM LANE
C302	DEMOLITION – GREEN VALLEY DRIVE
C400	JOINT & DIMENSION CONTROL – WINNINGHAM LANE
C401	JOINT & DIMENSION CONTROL – GREEN VALLEY
C500	PAVING & GRADING PLAN – WINNINGHAM LANE STA 0+00 – 4+50
C501	PAVING & GRADING PLAN – WINNINGHAM LANE STA 4+50 – END
C502	PAVING & GRADING PLAN – GREEN VALLEY STA 0+00 – END
C600	DRAINAGE AREA MAPS
C700	STORM PLAN & PROFILE – ST-1, ST-1A
C701	STORM PLAN & PROFILE – ST-2 & ST-3 STA 0+00 – END
C800	SANITARY PLAN
C900	WATER PLAN & PROFILE – WA-1 STA 0+00 – 4+50
C901	WATER PLAN & PROFILE – WA-1 STA 4+50 – END
C902	WATER PLAN & PROFILE – WA-2 STA 0+00 – END
C1000	OVERALL PHASING PLAN
C1001	TRAFFIC CONTROL PLAN @ WINNINGHAM LANE
C1002	TRAFFIC CONTROL PLAN @ GREEN VALLEY DRIVE
C1100	EROSION CONTROL PLAN
C1200	DETAILS
C1201	DETAILS
C1202	DETAILS
C1203	DETAILS
C1204	DETAILS
C1205	DETAILS
L1.00	TREE PROTECTION PLAN
L1.01	LANDSCAPE PLAN
--	CENTERPOINT - ELECTRICAL REMOVAL
--	CENTERPOINT - ELECTRICAL INSTALL

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SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Spring Valley Village to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

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 BID FORM**



**Green Valley Drive and Winningham Lane
 Roadway, Utility, and Drainage Improvements 2020**

Gessner Engineering, LLC



GE Job #: 19-1148-01

General Items

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
100	Mobilization, Bonds, and Insurance	1	LS	\$	\$
101	Traffic Control for all Phases	1	LS	\$	\$
102	Sodding Up to R.O.W.	32,200	SF	\$	\$
103	Erosion Control (SWPPP)	1	LS	\$	\$
104	Tree Protection, Complete in Place	1	LS	\$	\$

Sub Total - General Items \$

Demolition

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
200	Demolition of Existing Roadway Pavement and Base Material, including haul off	3,851	SY	\$	\$
201	Demolition of Existing Driveways and Base material, including haul off	648	SY	\$	\$
202	Demolition of Existing Sidewalk, including haul off	70	SY	\$	\$
203	Existing Light Poles to be Transported to and from the City of Spring Valley Public Works Yard, After Removal from CenterPoint Energy	1	LS	\$	\$

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204	Existing Street/Stop Sign to be Salvaged and Reinstalled	3	EA	\$	\$
205	Existing 24" CMP Storm Sewer to be Completely Removed	69	LF	\$	\$
206	Existing Curb Inlet to be Removed	1	EA	\$	\$
207	Removal of Existing Trees (Size: 5-14")	11	EA	\$	\$
208	Removal of Existing Trees (Size: 15-25")	5	EA	\$	\$
209	Removal of Existing Trees (Size 25"+)	1	EA	\$	\$
210	Landscaped Areas in R.O.W to be Cleared	1	LS	\$	\$
211	Remove Existing 6"x2" Reducer	1	EA	\$	\$
212	Remove Existing 8"x6" Reducer	1	EA	\$	\$
213	Remove Existing Sanitary Sewer Manhole	2	EA	\$	\$
214	Remove Existing 8" PVC Sanitary Sewer	48	LF	\$	\$
215	Cap Existing 2" Waterline	2	EA	\$	\$
216	Remove Existing 6" Gate Valve & Box	1	EA	\$	\$

Sub Total - Demolition \$

Pavement and Earthwork

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
300	Earthwork - Cut to Fill, to Design Grades (In Place)	145	CY	\$	\$
301	Earthwork - Cut to Haul to Design Grades (In Place)	229	CY	\$	\$
302	Lime Stabilization of Subgrade w/ Compaction (Does Not Include Cost of Lime)	4,987	SY	\$	\$

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303	Lime for Stabilization of Subgrade w/ Compaction, (Assume 6% by weight)	108	TON	\$	\$
304	6" Crushed Limestone Base, TXDOT Item 247 Type A, Grades 1 or 2	4,142	SY	\$	\$
305	6" Concrete Pavement for Roadway and Driveways, Complete in Place	4,511	SY	\$	\$
306	4" Concrete Sidewalk, Complete in Place	76	SY	\$	\$
307	Standard Curb Outfall at 6" Curb, Complete in Place	31	EA	\$	\$
Sub Total - Pavement and Earth Work					\$
Storm and Drainage					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
400	24" RCP Type III (Structural Backfill), Complete in Place	468	LF	\$	\$
401	30" RCP Type III (Structural Backfill), Complete in Place	23	LF	\$	\$
402	5' Curb Inlet, TxDOT Type 2 - Inset (On Grade), Complete in Place	2	EA	\$	\$
403	10' Curb Inlet, TxDOT Type 2 - Inset (On Grade), Complete in Place	6	EA	\$	\$
404	Existing Private Storm Systems to Repaired if Necessary, up to R.O.W. (Pipe & Inlets)	31	EA	\$	\$
405	Connect to Existing 5'x5' RCBs, Core and Grout Connection	2	EA	\$	\$
406	Repair of Concrete Channel Wall for Relocation 24" RCP Outfall	1	EA	\$	\$
Sub Total - Storm and Drainage					\$
Water					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
500	Trench Safety	615	LF	\$	\$
501	6" PVC C-900 DR 18 Waterline, Complete in Place	265	LF	\$	\$

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502	6" PVC C-900 DR 18 Waterline, Structural Backfill, Complete in Place	224	LF	\$	\$
503	8" Proposed Waterline Crossing at Existing 8" Sanitary Sewer Line	1	EA	\$	\$
504	8" PVC C-900 DR 18 Waterline, Complete in Place	350	LF	\$	\$
505	8" PVC C-900 DR 18 Waterline, Structural Backfill, Complete in Place	309	LF	\$	\$
506	8" 45° Bend, complete in place	3	EA	\$	\$
507	8" 22.5° Bend, complete in place	2	EA	\$	\$
508	8" x 6" Tee, complete in place	1	EA	\$	\$
509	6" x 6" Tee, complete in place	1	EA	\$	\$
510	8" Gate Valve & Box, complete in place	3	EA	\$	\$
511	8" x 6" Reducer, complete in place	1	EA	\$	\$
512	6" Gate Valve & Box, complete in place	5	EA	\$	\$
513	6" 45° Bend, complete in place	5	EA	\$	\$
514	6" 22.5° Bend, complete in place	1	EA	\$	\$
515	6" 11.25° Bend, complete in place	2	EA	\$	\$
516	Standard Fire Hydrant Assembly, complete in place	1	EA	\$	\$
517	Waterline Short Service Reconnection to New Meter Vault (2 - 1" Taps), complete in place	9	EA	\$	\$
518	Waterline Long Service Reconnection to New Water Vault (1 - 2" Tap), complete in place	13	EA	\$	\$
519	New Water Meter Vault, sized for two meters	22	EA	\$	\$
520	Connect to Existing 8" PVC Waterline	1	EA	\$	\$

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521	Connect to Existing 6" PVC Waterline	1	EA	\$	\$
522	Relocate Existing Fire Hydrant	1	EA	\$	\$
Sub Total - Water					\$
Sanitary					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
600	8" PVC, SDR-26 Sanitary Sewer, Complete in Place by Open Cut	48	LF	\$	\$
601	8" HDPE DR-19 Sanitary Sewer by Pipe Bursting, Complete in Place	191	LF	\$	\$
602	Standard 4' Inside Diameter Sanitary Sewer Manhole, Complete in place	2	EA	\$	\$
603	Existing Manhole to be Rehabilitated, Line Interior w/ Raven 405 Lining System (125 mils thick, minimum) and Replace Ring and Cover	2	EA	\$	\$
604	4" Sanitary Short Service Connection, Provide Cleanout at R.O.W.	5	EA	\$	\$
605	8" Sanitary Sewer Access Chamber	1	EA	\$	\$
606	Post Construction CCTV Inspection	1	LS	\$	\$
607	Vacuum Test Sanitary Sewer Manhole	2	EA	\$	\$
608	Piper Bursting Mobilization	1	LS	\$	\$
Sub Total - Sanitary					\$

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Cash Allowance Items					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
700	Furnish Construction Materials Testing, In Accordance with the Plans and Specifications	1	LS	\$30,000.00	\$30,000.00
701	Payment to CenterPoint Energy for Decorative Street Lighting and Removal of Existing Street Lights	1	LS	\$13,194.00	\$13,194.00
Sub Total – Cash Allowance Items					\$43,194.00
<i>These items are extra work items and are to be used only if ordered by the Owner's Representative. No compensation will be received for any part of the quantities unless they are ordered and used on the job. The cost of these items should be included in the total construction bid.</i>					
Construction Cost					\$
10% City of Spring Valley Village Contingency					\$
TOTAL CONSTRUCTION COST					\$

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ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS 2020**

In submitting this Bid, Bidder represents the following:

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):

Addenda: _____

Date: _____ Signature: _____

- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. 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 titles 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. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for ninety (90) days after the day of Bid opening.
- g. Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- h. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered; and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.
- i. Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Spring Valley Village to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

(signature on next page)

BIDDER:

Company: _____ Date: _____

Signature: _____

Printed Name: _____ Title: _____

Address: _____

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ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS 2020**

City, State & Zip: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

Federal EID #/SSN #: _____

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ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS 2020**

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable commercial business references for which the Bidder has performed work.

1. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

2. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

3. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

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ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS 2020
SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship YES NO
- 2. Partnership YES NO
- 3. Corporation YES NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

NO YES If yes, specify () MBE () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO YES

If yes, specify governmental agency: _____

Date of certification: _____

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ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS 2020**

**Document 00101 SUBCONTRACTORS AND MAJOR SUPPLIERS FORM
SUBCONTRACTORS AND TYPE OF WORK TO BE PERFORMED**

LOCAL SUBCONTRACTORS (Principal Business Location in Harris County)

MAJOR SUPPLIERS

LOCAL MAJOR SUPPLIERS (Principal Business Location in Harris County)

END OF DOCUMENT

**CITY OF SPRING VALLEY VILLAGE
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ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS 2020**

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 FORM 1295**

CONFLICT OF INTERESTED PARTIES		FORM 1295	
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.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and county 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 goods or services to be provided under the contract.			
Nature of Interest (check applicable)			
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
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 AND 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.	

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GREEN VALLEY DRIVE AND WINNINGHAM LANE
ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS 2020
FORM CONTRACT FOR CONSTRUCTION**

TEXAS § CONTRACT BETWEEN THE
COUNTY OF HARRIS § CITY OF SPRING VALLEY VILLAGE,
STATE OF TEXAS § AND INSERT NAME OF COMPANY.
§ FOR
§ GREEN VALLEY DRIVE AND WINNINGHAM
LANE ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS 2020

This Contract made this _____, 20__, by and between Insert name of company, hereinafter referred to as "Contractor", and the City of Spring Valley Village, Texas, hereinafter referred to as "City", 1025 Campbell Road, Houston, Texas 77055.

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1.

SCOPE OF THE WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for the project identified as Green Valley and Winningham Lane Roadway, Drainage, and Utility Improvements 2020 Competitive Sealed Bid #2020-07-100 (hereinafter "Work"). Such Work shall be performed in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for the Work, (Exhibit "A");
- (c) The Contractor's Proposal dated Insert Month, Day, Year (Exhibit "B");
- (d) The Contractor's Payment Bond for the Work (Exhibit "C");
- (e) The Contractor's Performance Bond for the Work (Exhibit "D"); and
- (f) Construction Schedule (Exhibit "E")

In the event there exists a conflict between any of the terms, clauses, or phrases of the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

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**ARTICLE 2.
SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS**

- 2.01 SCHEDULE FOR COMPLETION.** Prior to starting Work, the Contractor and the City shall meet to develop a Construction Schedule for the Work pursuant to Scope of Work and Special Conditions contained in Exhibit "A." The Construction Schedule shall be signed by the Contractor and the City and become a part of this Contract as Exhibit "E." The City may request that Contractor develop and submit a Construction Schedule for each street. The Contractor shall submit any major revisions to the approved Construction Schedule as the Work progresses to the City for review. The approved Construction Schedule may only be modified upon the written approval of City.

A written notice to proceed will be issued to the Contractor by the City for the Work. The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date the written notice to proceed has been issued to Contractor by the City. Contractor shall sign off on the notice to proceed that acknowledges their agreement to the number of days established by the Construction Schedule. Contractor shall fully complete the entire Scope of Work to the satisfaction of the City within 220 calendar days after the date of the written notice to proceed has been issued by the City.

- 2.02 LIQUIDATED DAMAGES.** The parties acknowledge that adherence by Contractor to the approved Construction Schedule and times set forth herein for completion of the Project is essential to this Contract. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to timely complete the Work in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of **TWO THOUSAND DOLLARS (\$2,000.00)** for each day that completion of the Project or any portion of the Work is overdue according to the Construction Schedule would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach. Any liquidated damages shall be deducted from Contractor's final payment under this Contract.

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2.03 DELAYS. The Contractor shall be entitled to an extension of time specified in the Construction Schedule under this Contract only when claim for such extension is submitted to the City in writing by the Contractor within seven (7) calendar days from and after the time when any alleged cause of delay shall occur; and then only when such extension of time is approved by the City. In adjusting the Contract working time for the completion of the Work, unforeseeable causes defined herein shall be taken into consideration. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the Contractor. Unforeseeable Cause is defined as:

- (a) An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto; or
- (b) A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as identified to City.

No event shall be deemed an Unforeseeable Cause for the purposes of this Contract unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the Contractor could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

Notwithstanding any other term contained in the Contract Documents, no adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the Contractor, his agents, employees or subcontractors; and no adjustment shall be made to the Contract price and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the City. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the terms specified in the Contract Documents, and no act of the City shall be deemed a waiver or entitlement of such extension.

**ARTICLE 3.
CONTRACT PRICE**

Compensation for Work satisfactorily performed hereunder shall be in an amount not to exceed the sum of **ENTER AMOUNT OF CONTRACT PRICE (ENTER NUMERIC)** including Bid Items No. ____ . City shall issue progress payments in accordance with the terms of this Contract.

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ARTICLE 4.
PROGRESS PAYMENTS**

Progress payments for Work completed shall be paid in the following manner: Percentage of completion for materials and labor satisfactorily completed on a monthly basis: ninety (90%) percent of amount billed with ten (10%) percent retained until the entire Contract is completed. Contractor shall furnish City with appropriate documentation evidencing Contractor's payment for all work performed or materials provided by subcontractors. If Contractor is unable to produce such documentation evidencing payment, City may withhold that portion of the payment due to such subcontractor(s), without penalty, until Contractor provides documentation evidencing to City that Contractor has paid all such costs and that there is no existing claim by such subcontractors.

The final payment request from Contractor shall include the release of ten percent (10%) retainage and shall be submitted to the City upon final completion and acceptance of the Work.

Release of Liens. A partial release of liens must be provided with each payment application. A final release of liens must be provided to the City by the Contractor for the entire Work prior to release of the final ten percent (10%) retainage.

**ARTICLE 5.
GENERAL PROVISIONS**

- 5.1 QUALITY OF WORK.** All Work shall be completed in a workman-like manner to the satisfaction of City and in compliance with all codes, ordinances, and other applicable federal, state, and local laws. The Contractor shall be responsible for initial core testing of the Work. However, if any section of the Work fails such core testing, Contractor shall be required to tear out and replace such failing sections of the Work at its sole expense and shall reimburse City for any and all costs associated with retesting such failing sections of the Work. Upon satisfactory completion of all Work hereunder as determined by City and prior to payment of final invoice by City, Contractor shall provide City with a release of all liens and waiver of claims from subcontractors. Contractor's requirement to provide such release shall be a condition precedent to City's remittance of final payment under this Contract.
- 5.2 PLAN AND SCALE DRAWING.** The Contractor shall utilize the construction plans and drawings furnished by City to complete the Work.
- 5.3 LICENSES REQUIRED.** To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform such Work. The City specifically prohibits the use of subcontractors without written authorization. In the event Contractor receives written authorization from the City to engage subcontractors to perform Work hereunder, Contractor shall fully pay such subcontractor and in all instances remain responsible for the proper completion of the Work hereunder.

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- 5.4 CHANGE ORDERS.** All change orders shall be in writing and signed by the project Engineer, City and Contractor and shall be incorporated in and become part of the Contract Documents.
- 5.5. INSURANCE.** Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.
- 5.6 PERMITS.** Contractor shall at its own expense obtain all permits necessary for the Work to be performed.
- 5.7 REMOVAL OF DEBRIS.** Contractor agrees to remove all debris and leave the premises in a clean condition acceptable to the City.
- 5.8 DAMAGES.** Contractor shall make every reasonable effort to protect the work area from loss or damage. Any portion of the work area damaged by Contractor during the course of the Work must be repaired by Contractor at no additional cost to the City. Damages shall include, but not be limited to, any damage caused by the Contractor to fences, yards, shrubs, or open public spaces. Any repair work shall match the existing condition of the items and area damaged. The City's policy on items in the ROW is in effect for City projects.
- 5.9 WARRANTY.** Contractor warrants all Work for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
- 5.10 TERMINATION.** City may terminate this Contract upon ten (10) days prior written notice to Contractor.
- 5.11 TAXES.** The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.
- 5.12 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.13 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is

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performable in Harris County, Texas, and that exclusive venue shall lie in Harris County, Texas.

- 5.14 INDEPENDENT CONTRACTOR.** Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.
- 5.15 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.16 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.17 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.18 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.19 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

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IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

CITY OF SPRING VALLEY VILLAGE, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

INSERT NAME OF CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Corporate Secretary

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1 (insert Payment Bond)**

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2 (insert Payment Bond)

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1 (insert Performance Bond)**

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2 (insert Performance Bond)**

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BIDDER REMINDER LIST:**

REQUIRED DOCUMENTATION INCLUDED?

**TWO (2) ORIGINALS IN HARD COPY AND ONE (1)
ELECTRONIC VERSION INCLUDED?**

COMPLETED FORM 1295

**ALL BLANKS COMPLETED ON BID FORM AND OTHER
REQUIRED DOCUMENTS?**

COMPLETED COMPANY PROFILE/REFERENCES?

**LIST OF SUBCONTRACTORS AND MAJOR SUPPLIERS
FORM**

COMPLETED SIGNATURE?

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BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto _____ hereinafter called the "Owner", in the penal sum of _____ Dollars, (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, for _____

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Attest:

By: _____

(SEAL)
Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Countersigned

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By _____

* Attorney-in-Fact, State of _____
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for surety company must be attached to bond.

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ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

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**TECHNICAL SPECIFICATIONS
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 EXHIBIT "A"**

Governing Specifications

All construction included in this project shall be completed in accordance with the current City of Spring Valley Village Standard Details included in the construction documents, and subject to the following, but not limited to the specifications listed below:

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City of Houston

<u>SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
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