

PROJECT IDENTIFICATION:

**2018 Chip Seal Program, Bid No. B2018-01**  
for the  
**City of Palestine**

THIS BID IS SUBMITTED TO:

**City of Palestine**  
Attn: Public Works Department  
**504 North Queen Street**  
**Palestine, Texas 75801**

(hereinafter called OWNER)

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 Official Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for the period of time specified in the //Official Notice to Bidders// after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 15 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 all the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

<u>Addendum</u> <u>Date</u>	<u>Addendum</u> <u>Number</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. Bidder has visited the site and become familiar with and satisfied itself 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 has satisfied itself as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and finishing of the Work.
- d. Bidder acknowledges that OWNER does 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 examinations, investigation, explorations, test, 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

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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 thereto. 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 time, price, and other items 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 from information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - g. Bidder has given Public Works Director or his designee written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Public Works Director or his designee 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 the Bid is submitted.
  - h. This Bid is genuine and not made in the interest 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 a 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. Bidder will complete the Work in accordance with the Contract Documents for the following prices:

**UNIT PRICE SCHEDULE**

As provided in Paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 9.08 of the General Conditions. Bidder has computed unit prices as provided in Paragraph 11.03 of the General Conditions.

**BASE BID A – CHIP SEAL**

Item No.	Quantity	Unit	Item Description and Total Written Unit Price	Unit Price	Amount
1	45,004	SY	<u>A.C. 20-5TR Asphalt Cement, Complete-in-Place (0.36 gal/sy)</u> for _____ dollars and _____ cents per Square Yard (SY)		
2	45,004	SY	<u>Type B, Grade 4 PC Aggregate (1 cy/110 sy) Complete-in-Place</u> for _____ dollars and _____ cents per Square Yard (SY)		

**BASE BID SUMMARY**

**TOTAL Base Bid (Schedules A and B) \$** \_\_\_\_\_

**Total Base Bid (Written in words)** \_\_\_\_\_

**Total Material Bid:** \$ \_\_\_\_\_

**Total Labor Bid:** \$ \_\_\_\_\_

**By:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**                      **Title**

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5. Bidder agrees that the Work will be substantially completed and completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
  6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
  7. The following documents are attached to and made a condition of this Bid:
    - a. Required Bid Security in the form of \_\_\_\_\_  
(Certified Check or Bid Bond)  
in the amount of \_\_\_\_\_  
(Dollars or Percent).
    - b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
    - c. Required Bidder's Qualification Statement with supporting data.
  8. Communications concerning this Bid shall be addressed to the Bidder as indicated below:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
State: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_
  9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions and terms defined in the Instructions to Bidders are used with the same meaning in this Bid.

I hereby certify that as Bidder I/we have examined and carefully prepared this Bid from the Bidding Documents and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

**An Individual:** By (Written)  
(Typed) \_\_\_\_\_ (Individual's Name)  
doing business as \_\_\_\_\_ (Firm Name)  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_

**A Partnership:** By \_\_\_\_\_ (Firm Name)  
By (Written)  
(Typed) \_\_\_\_\_ (General Partner)  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_

**A Corporation:** By \_\_\_\_\_ (Corporation Name)  
\_\_\_\_\_  
(State of Incorporation)  
By (Written)  
(Typed) \_\_\_\_\_ (Name of Person Authorized to Sign)  
(Title) \_\_\_\_\_ (Corporate Seal)  
Attest (Written)  
(Typed) \_\_\_\_\_ (Secretary)  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_

**A Joint Venture:** By (Written)  
(Typed) \_\_\_\_\_ (Name)  
\_\_\_\_\_  
(Address)  
By (Written)  
(Typed) \_\_\_\_\_ (Name)  
\_\_\_\_\_  
(Address)  
Phone number and address for receipt of official communications:  
\_\_\_\_\_  
\_\_\_\_\_

(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).

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(BIDDERS SHALL NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID AS OTHERWISE THE BID MAY BE DECLARED IRREGULAR AS BEING NOT RESPONSIVE TO THE ADVERTISEMENT.)

(BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.)

\*\*\* END OF SECTION \*\*\*

**OWNER:** The City of Palestine hereby gives notice that sealed unit price bids will be received for the construction of the 2018 Chip Seal Program which includes approximately 45,004 S.Y. of chip seal.

**TIME AND PLACE:** Seal Bids will be received until 300 p.m. local time on the 14<sup>th</sup> of May, 2018 in the office of Teresa Herrera, City Secretary for the City of Palestine, 504 N. Queen Street, Palestine, Texas 75801. Seal bids must be clearly marked, **2018 Chip Seal Program Bid No. B2018-01**. After the official bid closing time, the bids will be publicly opened and read aloud on the same day at the City of Palestine Council Meeting scheduled for 5:30 p.m.

**BIDDING DOCUMENTS:** The bidding documents are on file for inspection at the City of Palestine, 504 N. Queen Street, Palestine, Texas, 75801. Copies of the bidding documents may be secured by contacting the Public Works Department Administrative Assistant Judith Cantrell.

**BIDDERS** may contact the City of Palestine's Deputy Public Works Director Rob Thames or the City's Public Works Director Tim Perry for information on project locations and limits to familiarize the bidders with the goals for this project.

**CONTRACT SECURITY:** The bidder to whom a contract is awarded shall furnish a Performance Bond and a Payment Bond each in an amount equal to the contract price.

**BID REJECTION/ACCEPTANCE:** OWNER reserves the right to reject any and all bids, waive informalities in bidding or to accept the bid or bids, which best serve the interests of the OWNER.

**BID WITHDRAWAL:** No bid shall be withdrawn for a period of 35 days after the opening of the bids without the consent of the OWNER

Published by authority of the City of Palestine.

## PART 1 GENERAL

### 1.01 PROJECT DESCRIPTION

- A. Work of this Contract comprises construction of approximately of, 45,004 square yards of chip seal streets improvements.
- B. The project is located on various streets throughout the City of Palestine.

### 1.02 FORM OF SPECIFICATIONS

- A. These Specifications are written in imperative and abbreviated form. Imperative language of Specification sections is directed at CONTRACTOR, unless specifically noted otherwise. Incomplete sentences in Specifications shall be completed by inserting "shall," "CONTRACTOR shall," "shall be," and similar mandatory phrases by inference in same manner as they are applied to notes on Drawings. Words "shall be" shall be supplied by inference where colon (:) used within sentences or phrases. Except as worded to contrary, fulfill (perform) indicated requirements whether stated imperatively or otherwise.
- B. Term "provide" shall mean "furnish, install, test and make operable as specified.
- C. Measurement and payment provisions are not included in individual technical specifications. One or more specification sections may apply to a given bid item in a unit price contract. All sections apply to a lump sum contract.
- D. Two or more Specification sections may be related. However, related sections are not identified in individual sections. Use the Project Manual Table of Contents to find related sections.

### 1.03 CONTRACTS

- A. Perform Work under single Contract with OWNER.

### 1.04 WORK BY OTHERS

- A. There will be no concurrent work by others on this project.

### 1.05 CONTRACTOR'S USE OF PREMISES

- A. Maintain driveways so that property owners along right of way can always enter or leave their property.

### 1.06 LICENSES AND PERMITS

No city permit will be required.

### 1.07 STAKING

- A. Construction staking is the responsibility of the CONTRACTOR.
- B. Use the surveying controls set by the Public Works Director in setting construction staking.
- C. It is the CONTRACTOR'S responsibility to protect and maintain the benchmarks and baseline set by the Public Works Director or his designee. Restaking will be at the CONTRACTOR'S expense.



PART 2 PRODUCTS  
(Not Used)

PART 3 EXECUTION  
(Not Used)

\* \* \* END OF SECTION \* \* \*

## Chip Seal Proposed Schedule

Distress Point Total	Street	From
169	VARIAF	LOOP 256
131	OLD ELKHART RD	OLD PALESTINE RD
129	MC NEIL ROAD	SALT WORKS
114	VICTORY	COURT DRIVE
95	WESTBROOK STREET	STERNE
174	BEN MILAN	LOOP 256
83	WOODGATE DR	CROCKETT
79	EVERGREEN	W. OAK
65	PANTHER BLV.	W OAK
56	STEWART ST	WESTBROOK
47	COLUMBIA STREET	WESTBROOK

To	DIST.	Length	Width	Sq. Ft.	Sq. Yd.s	Chip Seal Cost
HARCROW	2	1590	20	31800	3533.33	
LOOP 256	6	2087	31	64697	7188.56	
W. OAK	3	932	18	16776	1864.00	
SALT WORKS	3	1040	20	20800	2311.11	
STEWART	3	520	31	16120	1791.11	
CITY LIMITS	6	2306	31	71486	7943.00	
DEAD END	6	688	33	22704	2522.67	
W. POINT TAF	4	2552	20	51040	5671.11	
W POINT TAF	4	1666	31	51646	5738.44	
DEAD END	3	900	31	27900	3100.00	
DEAD END	3	970	31	30070	3341.11	
		15,251		405039	45004.44	



Bid No. B2018-01

**NOTICE OF INTENT TO BID**

To: Palestine Herald Press

Please publish the following in the legal section on April 7, 2018 and April 14, 2018. The following information is in boilerplate form. All text should be published without paragraph breaks. Thank you.

B2018-01: The City of Palestine 504 North Queen Street Palestine Texas 75801 (903) 731-8423 is seeking bids for the 2018 Chip Seal Program.

Sealed bids must be submitted to Teresa Herrera, City Secretary, by May 14, 2018 at 3:00 P.M. Bids opened on May 14, 2018, at 5:30 P.M. Specifications must be obtained from Purchasing Agent at the above address or on the City of Palestine's webpage: [www.cityofpalestinetx.com](http://www.cityofpalestinetx.com). Rights reserved to accept or reject any or all bids and to waive any or all formalities.