CITY OF HUNTSVILLE
WALKER COUNTY, TEXAS

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR THE CONSTRUCTION OF

Project No. 13-12-03.1 & 13.12.03.2
Project Name: Sam Houston Avenue Sidewalk &
University Avenue Sidewalk Construction

CITY OFFICIALS:

Mayor: Mac Woodward
Mayor Pro Tem: Keith D. Olson
Council Members: Joe Emmett
Tish Humphrey
Ronald Allen
Joe Rodriguez
Lydia Montgomery
Don H. Johnson
Andy Brauningar

City Manager: Matt Benoit
City Engineer: Y.S. Ramachandra, P.E.

Prepared By:
City of Huntsville
Engineering Department
448 Highway 75 North, Huntsville, Texas 77320
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PART I
NOTICE TO BIDDERS
NOTICE TO BIDDERS

SEALED BIDS addressed to the Mayor and Council of the City of Huntsville, Texas, will be received at the office of the City Secretary, City Hall, 1212 Avenue M, Huntsville, Texas, until 2:00 p.m. Central Time, Thursday, September 4, 2014 for the purpose of furnishing all supervision, labor, materials and equipment, insurance, and any other appurtenances in accordance with drawings and specifications for the performance of all work required for the construction of the Sam Houston Avenue Sidewalk and University Avenue Sidewalk Construction in accordance with the Project specifications and drawings.

And other improvements incidental thereto, at which time and place the proposals will be publicly opened and read aloud and retained for tabulation, checking and evaluation.

BIDS shall be submitted in sealed envelopes upon the blank form furnished herewith. Sealed envelopes shall be marked: “Bid for Project #13-12-03.1 & 13-12-03.2, Sam Houston Avenue Sidewalk & University Avenue Sidewalk Construction”. Do not open until 2:00 p.m. Central Time, Thursday, September 4, 2014.

PRE-BID CONFERENCE – A pre-bid conference (non-mandatory) will be held at 10 a.m., Wednesday, August 27, 2014 at the City of Huntsville Service Center, Public Works Conference Room (2nd Floor) at 448 State Highway 75 North, Huntsville, Texas 77320.

PLANS AND SPECIFICATIONS and contract documents may be examined without charge at the following locations:

City Engineer’s Office or the Purchasing Manager’s Office, City Service Center, 448 Hwy. 75 North, Huntsville, Texas 77320 Tel: (936) 294-5794.

A digital copy in PDF format of all contract Documents may be downloaded from the City of Huntsville website (http://www.huntsvilletx.gov).

In case of ambiguity or lack of clearness in stating proposal prices, or in the event of any informality in the bids, the Owner reserves the right to adopt the most advantageous construction thereof, or to reject any or all bids.

Time for beginning and completing the work shall be sixty (60) calendar days from the date given in the “NOTICE TO PROCEED”.

_________________________________  ____________________________________
Date       Lee Woodward
City Secretary

Legal Ad Dates:  Sunday, August 17, 2014
                Sunday, August 24, 2014
PART II
SPECIAL INSTRUCTIONS TO BIDDERS
SPECIAL INSTRUCTIONS TO BIDDERS

1. INTRODUCTION:

The City of Huntsville is accepting competitive sealed bids for construction of the Sam Houston Avenue Sidewalk and University Avenue Sidewalk Construction Project in accordance with Local Government Code Chapter 252. The City of Huntsville is aware of the time and effort you expend in preparing and submitting bids and proposals to the City. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the City's business. Information on which commodities and services we purchase or have for sale is available from the Purchasing Office. You may register on the City’s vendor management program at www.publicpurchase.com to receive notice of bid postings.

2. GENERAL INSTRUCTIONS:

Bid packets must be delivered to Attention of City Secretary, City of Huntsville 1212 Avenue M, Huntsville, TX 77340. Responders must include two (2) certified copies of bid sheet(s), Part I thru IV. All questions concerning the bid should be directed in writing to Billie F. Smith, Purchasing Manager 936-291-5495 or e-mail bsmith@huntsvilletx.gov. (See attached form) To obtain bid tabulation results, please log on to our website at http://www.huntsvilletx.gov/business/bids_and_rfps/bid_tabulations/. If you have any other questions, please contact the Purchasing Office, Billie F. Smith at (936) 291-5495 or e-mail bsmith@huntsvilletx.gov.

3. AWARD AND WITHDRAWAL:

The CITY may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids as shown in the "Notice to Bidders" or authorized postponement thereof. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. The award, if made, will be made to a responsible bidder as recommended by the City Engineer and the City Manager, subject to the decision of the City Council.

4. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and must be fully completed and executed when submitted. In the event words and figures do not agree, the words shall govern and the figures shall be disregarded. If the unit price and the total amount named for an item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

Unless otherwise instructed, each bid proposal package shall consist of the Notice to Bidders, Bid Proposal with Bid Sheet(s), Financial Statement, Experience Record, Equipment Schedule, Subcontract Information and any addenda issued for the project.
The bidder must sign his bid in the space provided on the bid form. If the bid is submitted by a partnership or corporation, the name and address of the partnership or corporation must be shown, together with the name and address of the partners or corporate officers. Bids submitted by a partnership must be signed by one of the partners. Bids submitted by a corporation must be signed by one of the corporate officials having, under the corporate structure, the power to act in this capacity and the corporate seal must be affixed onto the bid. Bids submitted by a sole proprietorship must be signed by the proprietor.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Bids submitted do so entirely at their expense. There is no expressed or implied obligation by the City of Huntsville to reimburse any individual or firm for any costs incurred in preparing or submitting a bid, for providing additional information when requested by the City of Huntsville, or for participating in any selection interviews.

5. TELEGRAPHIC MODIFICATION:

Any bidder may modify his bid by letter, telegraphic or other written communication at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the CITY prior to the closing time, and provided further, the CITY is satisfied that the written modification bears the signature of the bidder. The written communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the CITY until the sealed bid is opened.

6. BID SECURITY:

A CASHIER'S CHECK, certified check or acceptable bidder's bond made payable to the City of Huntsville, Texas in an amount of 5% of the bid submitted must accompany each bid as a guarantee that if awarded the contract, the bidder will enter into a contract and execute such bonds as are required within ten (10) days of award of contract of City Council.

All bid securities will be returned to the respective bidders within thirty (30) days after bids are opened, except those which the CITY elects to hold until the successful bidder has executed the contract. Thereafter all remaining securities, including security of the successful bidder, will be returned.

7. CONTRACT SECURITY:

If the total bid (including all alternates) is less than $50,000, the contract is not required to provide a payment or performance bond.
If the total bid (including all alternates) is more than $100,000, then a performance bond is required if the contract provides that payment is not due to the contractor until the work is completed and accepted by the City. The contractor must elect in writing whether the job is to be turnkey or bonded in the contract documents.

If the total bid (including all alternates) is more than $50,000, then a payment bond is required if the contract provides that payment is not due to the contractor until the work is completed and accepted by the City. The contractor must elect in writing whether the job is to be turnkey or bonded in the contract documents.

For all contracts over $50,000 where the contractor does not elect to do the work on a turnkey basis, and for all contracts over $100,000, the successful bidder shall furnish to the City performance and payment bonds in accordance with State law.


8. QUALIFICATION OF BIDDERS:

No prequalification of bidders is required. Before award of any contract can be approved, however, the City shall be satisfied that the bidder involved: (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record. Forms are included in the bid proposal for the purpose of supplying the City with such information.

9. WAGE RATES:

Attention is called to the fact that not less than the prevailing wage rates as hereinafter set forth in the CONTRACT DOCUMENTS, which are made a part hereof, must be paid on this project. Texas Government Code Chapter 2258.

10. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
Every request for such interpretation should be in writing addressed to the Purchasing Agent at 448 State Highway 75 North, Huntsville, Texas 77320 and to be given consideration must be received at least 72 hours prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, may be posted on the City of Huntsville website, e-mailed, faxed or made available in the Purchasing Agents office not later than three days prior to the date fixed for the opening of bids. Final interpretations will be made by the City Engineer. All addenda so issued shall become part of the contract documents, and receipt thereof shall be acknowledged in the space provided in the BID PROPOSAL. It is the responsibility of the bidder to verify all addendums and interpretations.

12. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

14. OBLIGATION OF BIDDER:

At the time of the opening of the bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

15. SAFETY STANDARDS AND ACCIDENT PREVENTION:

With respect to all work performed under this contract, the CONTRACTOR shall:

(1) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractor’s of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36 No. 75, Saturday, April 17, 1971.

(2) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
(3) Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

16. ALTERNATE ITEMS:

Bid prices for all Alternate Items included by the City in the itemized Bid Schedule shall be completed along with all other items, unless such Alternate Items are indicated as "optional" on the schedule.

17. REJECTION:

The City of Huntsville reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Huntsville. The City of Huntsville may reject bid for any omission of request forms not limited to the following: insurance, bid bond/or cashier’s check, payment and performance bonds, collusion affidavit, responder information, conflict of interest, and signed bid document. If less than three bids are received, the City of Huntsville reserves the right to extend the bid opening date as it deems to be in the best interest of the City. If the awarded vendor is unable to meet the requirements of the City, services/products may be purchased from the best available vendor.

18. REQUIRED FORMS

Each bidder will be required to complete the Conflict of Interest Form, Non-Collusion Affidavit, and Reference Forms attached. Where applicable the bidder may complete the No Bid Statement and the Question/Response Form.
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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

☐ 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.)

2. 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

Adopted 06/29/2007
Non-Collusion Affidavit

State of _______________________________________
County of _____________________________________

_______________________________________, being first duly sworn, deposes and says that:

1. He/she is ____________________________________of___________________________, the responder that has submitted the attached bid;

2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or a sham bid;

4. Neither the said responder not any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, of to fix an overhead, profit or cost element of the bid price of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage again the City of Huntsville or any per interest in the proposed contact.

5. In compliance with the specifications in the bid and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City of Huntsville within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid.

6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.

7. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

_________________________  
Signature

_________________________  
Printed Name

Subscribe and sworn to me this____________________, 20______

day of_________________________, 20______

By________________________________________

Notary Public

My commission expires____________________

SB-7
References:

Responders shall submit with the bid the name, address, telephone number, and point of contact of at least three (3) companies for which the responder has done business within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid.

Reference 1

COMPANY NAME ____________________________________________
CONTACT: ________________________________________________
ADDRESS: _______________________________________________
PHONE #: ________________________________________________

Reference 2

COMPANY NAME ____________________________________________
CONTACT: ________________________________________________
ADDRESS: _______________________________________________
PHONE #: ________________________________________________

Reference 3

COMPANY NAME ____________________________________________
CONTACT: ________________________________________________
ADDRESS: _______________________________________________
PHONE #: ________________________________________________
No Bid Statement

Bid Name: Sam Houston Avenue Sidewalk & University Avenue Sidewalk Construction
Bid Number: 13-12-03.1 & 13-12-03.2

Responders Name:______________________________________________________________

The City of Huntsville seeks to evaluate the level of competitiveness provided. Please complete this form only if you are not submitting a quote.

Please check the appropriate boxes indicating the factors considered for not bidding.

☐ Unable to respond to the request for bid or request for proposals by the specific deadline.

☐ Our company does not carry or cannot offer this type of product and service.

☐ Specifications are restrictive, unclear or incomplete. Please explain below

______________________________________________________________________________

______________________________________________________________________________

☐ Invitation is suitable, but engaged in other work.

☐ Do not wish to do business with the City.

The purpose of this form is to achieve a maximum participation in the bidding process. Vendor comments are not restrictive to the above described. Please make any statement that may have impacted your ability to bid.

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________
Question/Response Form

Responders are encouraged to ask questions to gain clarification. Only questions submitted in writing and addressed to the City of Huntsville Purchasing Department will be answered. Responders are asked to use this form for questions. The Purchasing Department will gain a response and reply via e-mail and all questions with responses may be posted on the City of Huntsville website. All responders are encouraged to check the website under FAQ prior to posting a question. Any question received after 72 hours from bid opening may not be answered.

Please only use one question per form. For additional questions please use another form.

Responders Name:__________________________________________________________

Responses will be sent either fax or e-mail:

Responders Fax #:_____________________________________________________________

Responders E-mail address:______________________________________________________

Question:____________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Response:_____________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

SB-10
PART III
BID PROPOSAL
& BID BOND
TO: The Honorable Mayor and City Council
of the City of Huntsville, Texas

FOR THE CONSTRUCTION OF: Sam Houston Avenue Sidewalk & University Avenue Sidewalk Construction

Pursuant to the foregoing "Notice to Bidders", the undersigned, as bidder declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Owner as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within sixty (60) calendar days from the date given in the "Notice to Proceed".

It is understood that this bid may not be withdrawn within sixty (60) days after the actual date of the opening thereof.

Accompanying this proposal is a certified or Cashier's check or Bidder's Bond payable to the OWNER for ____________________ Dollars ($__________________), (not less than five (5) percent of the total amount bid.)

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and a payment bond within ten days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder. It is understood that the OWNER reserves the right to reject any and all bids.

The undersigned bidder hereby proposes to do the following work at the following prices:
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit of Measure</th>
<th>Bid Price Total</th>
<th>Total Figures Written In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization. COMPLETE IN PLACE</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Barricades, Signs, Traffic Control, Plywood, Cones, Flagging, Tape, and Plastic Sheeting. COMPLETE IN PLACE</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Full Depth Concrete Sawing, Include Longitudinal and Transverse Cuts, and Sawing Residue Clean-Up Each Work Day. COMPLETE IN PLACE</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Remove Concrete to Include Lifting Concrete Panels Adjacent to Buildings and Breaking Concrete in Areas Clear of Buildings. COMPLETE IN PLACE</td>
<td>327</td>
<td>SY</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Raise Meter Boxes and Manhole Covers to Finished Grade Elevations Using 15 # Chipping Hammers (approx 11 ea.). COMPLETE IN PLACE</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Remove Existing Concrete Driveway and Install New Concrete Driveway. COMPLETE IN PLACE</td>
<td>2</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Install 5' Wide x 4.5&quot; Deep Concrete Sidewalk. COMPLETE IN PLACE</td>
<td>220</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
## Sam Houston Avenue Sidewalk & University Avenue Sidewalk Bid Sheet

**Project Number:** 13-12-03.1 & 13-12-03.2

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit of Measure</th>
<th>Unit Bid Price</th>
<th>Total Figured Bid Price</th>
<th>Written In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Install Brick Pavers to Include Sand Bedding, Compaction, 1/2 Inch Mortar Joint, Masonry Mix Type S Mortar, and Rapid Set Mortar Mix for Transition Slope, Concrete Retaining Curb and All Other Appurtenances. COMPLETE IN PLACE</td>
<td>2714</td>
<td>SF</td>
<td>$</td>
<td>$</td>
<td>and ____________/100ths Dollars</td>
</tr>
<tr>
<td></td>
<td><strong>Total Bid Price</strong></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PROJECT (figures)**

$ ________________________________

Total written in words: and _______/100ths Dollars

**OPEN AND READ ALOUD**

By: _______________________________

Dated: _______________________________
In the event of the award of a contract to the undersigned, the undersigned will furnish a performance bond and a payment bond, each for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications, to the satisfaction of the OWNER.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control. Should bid prices on any items be omitted, the right is reserved to apply the lowest prices submitted by any other bidders for the omitted items in payment for work done under this proposal.

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. _____ dated _____________ Received
Addendum No. _____ dated _____________ Received
Addendum No. _____ dated _____________ Received
Addendum No. _____ dated _____________ Received
Addendum No. _____ dated _____________ Received
Addendum No. _____ dated _____________ Received

Contractor Name: _____________________________
Signed______________________________________
By:_________________________________________
(Print Name)
____________________________________________
(Title)
____________________________________________
(Street Address)
____________________________________________
(City and State)

Telephone No: (        ) __________________________
E-mail address: ________________________________

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

__________________________________
Notary Public in and for the State of Texas
# FINANCIAL STATEMENT

Condition of Bidder at close of business month, __________, 20_____

## ASSETS

1. Cash on hand               $_____
   In Bank                    $_________
   Elsewhere                  $_________

2. Accounts receivable from completed contracts (exclusive of claims not approved for payment.) $_________

3. Accounts receivable from other sources than above. $_________

4. Amount earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.) $_________

5. Deposits for bids on other guarantees. $_________

6. Notes Receivable Past Due $_________
   Due 90 days                $_________
   Due later                  $_________ $_________

7. Interest earned            $_________

8. Real Estate Business Property, present value $_________
   Other property, present value $_________ $_________

9. Stocks and Bonds, listed on Exchange $_________
   Unlisted                   $_________ $_________

10. Equipment, machinery, Fixtures $_________
    Fixtures                   $_________ $_________
    Less depreciation          $(________) $_________

11. Other Assets              $_________

**TOTAL ASSETS** $_________
LIABILITIES AND NET WORTH

1. Notes Payable to Banks Regular $________
   (For Certified Checks) $________
   Equipment Obligations $________
   Others $________ $________

2. Accounts Payable Current $________ $________
   Past Due $________ $________

3. Real Estate Mortgages $________

4. Other Liabilities $________

5. Reserves $________

6. Capital Stock Paid Up
   Common $________
   Preferred $________ $________

7. Surplus $________

TOTAL LIABILITIES $________
## EXPERIENCE RECORD

**List of projects your organization has successfully completed (list at least three (3)).**

<table>
<thead>
<tr>
<th>Amount of Contract Award</th>
<th>Type of Work</th>
<th>Date Accepted</th>
<th>Name and Address of Owner</th>
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</table>

**List of projects your organization is now engaged in completing:**

<table>
<thead>
<tr>
<th>Amount of Contract Award</th>
<th>Type of Work</th>
<th>Anticipated Date of Completion</th>
<th>Name and Address of Owner</th>
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</table>

**List of Performance Bonds in force on above uncompleted work:**

<table>
<thead>
<tr>
<th>Amount of Contract Award</th>
<th>Type of Work</th>
<th>Amount of Bond</th>
<th>Name and Address of Owner</th>
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</table>
### EQUIPMENT SCHEDULE

List of equipment owned by bidder that is in serviceable condition and available for use:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Type of Equipment</th>
<th>Total</th>
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</table>

### SUBCONTRACT INFORMATION

Portions of work bidder proposes to sublet in case of Award of Contract including amount and type:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>Address</th>
<th>Type of Work to be Performed</th>
<th>% of Total</th>
<th>Contract</th>
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<tbody>
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BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:
Project (Brief Description Including Location):

BOND

Bond Number:
Date (Not later than Bid due date):
Penal Sum: ____________________ (Words) ____________________ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Bidder’s Name and Corporate Seal (Seal)
By: ____________________________
   Signature and Title
Attest: _________________________
   Signature and Title

SURETY

Surety’s Name and Corporate Seal (Seal)
By: ____________________________
   Signature and Title
   (Attach Power of Attorney)
Attest: _________________________
   Signature and Title

Note: Above addresses are to be used for giving required notice.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
PART IV
AGREEMENT AND BOND FORMS
This AGREEMENT, made by and between the CITY OF HUNTSVILLE, TEXAS a municipal corporation of the County of Walker and State of Texas, acting through its City Manager, Matt Benoit, thereunto duly authorized so to do, Party of the First Part, hereinafter termed “OWNER”, and ________________, (address) ________________, Texas _____, Party of the Second Part, hereinafter termed “CONTRACTOR”.

WITNESSETH:  That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Project No.  13-12-03-1 & 13-12-03.2
Project Name:  Sam Houston Avenue Sidewalk & University Avenue Sidewalk Construction

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, General and Special Conditions of Agreement, Technical Specifications, Plans and other drawings and printed or written explanatory matter hereof, and the Specifications and addenda therefor, as prepared by the City Engineer, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work on the date specified in the written "Notice to Proceed" from the City, and to substantially complete the same within sixty (60) calendar days from the date given in the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The Owner pursuant to this Contract will be represented by the City Engineer, herein sometimes referred to as the Owner’s representative, who has the authority to act for the Owner with regard to this Contract.

The Owner shall retain 5% of the total Contract price until all inspections, including TDLR/ADA inspections (if applicable) have been completed, approved, and accepted by the respective agencies to insure compliance by the contractor for Owner.
The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject of the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement. This Agreement will be effective as of the date last signed and dated by the parties below.

__________________________________________  ______________________________
Party of the First Part                          Party of the Second Part
(OWNER)                                        (CONTRACTOR)

By: ________________________________  By: ________________________________
Matt Benoit, City Manager                        

Date: ________________________________  Date: ________________________________

ATTEST: ________________________________  ATTEST: ________________________________
Lee Woodward, City Secretary                     

Date: ________________________________  Date: ________________________________

Approved by Council: ________________________________

Approved as to form:

__________________________________________
Leonard Schneider, City Attorney

SF-2
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):   SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:
Signature: ____________________________ (Seal)
Name and Title:
(Space is provided below for signatures of additional parties, if required.)

SURETY

Company:
Signature: ____________________________ (Seal)
Surety’s Name and Corporate Seal
By: _________________________________
Signature and Title
(Attach Power of Attorney)

Attest: ________________________________
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:
Signature: ____________________________ (Seal)
Name and Title:

SURETY

Company:
Signature: ____________________________ (Seal)
Surety’s Name and Corporate Seal
By: _________________________________
Signature and Title
(Attach Power of Attorney)

Attest: ________________________________
Signature and Title:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.
1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

   3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

   3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

   3.3. Owner has agreed to pay the Balance of the Contract Price to:

       1. Surety in accordance with the terms of the Contract;

       2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

   4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

   4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

   4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

       1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

       2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

   6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

   6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

   6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner’s Representative (engineer or other party)
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):   SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:
Signature: ____________________________ (Seal)
Name and Title: ________________________

SURETY
Company:
Signature: ____________________________ (Seal)
Surety’s Name and Corporate Seal
By: ________________________________
Signature and Title
(Attach Power of Attorney)

Attest: ______________________________
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:
Signature: ____________________________ (Seal)
Name and Title: ________________________

SURETY
Company:
Signature: ____________________________ (Seal)
Surety’s Name and Corporate Seal
By: ________________________________
Signature and Title
(Attach Power of Attorney)

Attest: ______________________________
Signature and Title

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.
1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
   2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:
   4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
   4.2. Claimants who do not have a direct contract with Contractor or to Surety, that is sufficient compliance.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance as of the date received at the address shown on the signature page.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
   6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2, (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent of this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):
PART V
GENERAL CONDITIONS (ASCE)

The General Conditions (ASCE) are made a part of Project # 13-12-03.1 & 12-12-03.2 to www.huntsvilletx.gov, and click on “BIDS” and “RFP’s” to review this document.
PART VI
SPECIAL CONDITIONS

The Special Conditions are made a part of Project # 13-12-03.1 & 13-12-03.2. Please go to www.huntsvilletx.gov, and click on “BIDS” and
PART VII
FEDERAL LABOR STANDARDS PROVISIONS
DAVIS BACON WAGE RATES

The Federal Labor Standards Provisions and Davis Bacon Wage Rates are made a part of Project #13-12-03.1 & 13-12-03.2. Please go to www.huntsvilletx.gov, and click on “BIDS” and “RFP’s” to review this document.
PART VIII
MATERIAL AND CONSTRUCTION SPECIFICATIONS

The Material and Construction Specifications are made a part of Project #13-12-03.1 & 13-12-03.2. Please go to www.huntsvilletx.gov, and click on “BIDS” and “RFP’s” to review this document.
PART IX
Federal Register- Trench Safety

The Federal Register – Trench Safety are made a part of Project #13-12-03.1 & 13-12-03.2 to www.huntsvilletx.gov, and click on “BIDS” and “RFP’s” to review this document.