

Platinum paving

**CITY OF BRECKENRIDGE
REQUEST FOR PROPOSALS FOR 2023 STREET MAINTENANCE
BID PROPOSAL SHEET**

This Bid Proposal Sheet shall be completed in full. All blank spaces for proposal items shall be filled in, in ink or typewritten, and the Sheet shall be fully completed and executed when submitted.

As part of its Proposal document, the Respondent may offer alternate proposal items or terms that in its assessment may serve to benefit the Owner and facilitate the completion of the project as desired by the Owner. Such items are subject to the Owner's acceptance.

**BID PROPOSAL
FOR LABOR, MATERIAL, EQUIPMENT, AND INCIDENTALS:**

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	10,000 SY	Furnish and install Chip Seal, including all labor, equipment and materials to complete chip seal utilizing Asphalt (AC-20-5TR, or approved equal) and Aggregate (PB Grade 4). Typical application rate of 0.35-0.45 gal/sy asphalt and 110 SY/CY aggregate. Actual rates will depend upon pavement conditions. No adjustment to unit price will be considered. <u>Ten</u> _____ Dollars and _____ Cents per square yard.	\$ <u>10.00</u> /SY	\$ <u>100,000.00</u>
2	2,000 SY	Furnish and install Asphalt Pavement Level-Up (Pre-Lay), includes all labor, equipment and materials to complete asphalt level up (pre-lay) utilizing Type D Hot Mix and Tack Oil, cleaning of existing pavement surface, and compaction, for <u>Twenty-nine</u> _____ Dollars and <u>ten</u> _____ Cents per square yard.	\$ <u>29.10</u> /SY	\$ <u>58,200.00</u>
3	10,000 SY	Furnish and install Hot Mix Paving/Overlay (2" Type D), includes all labor, equipment and materials to complete 2" Type D hot mix overlay including cleaning of existing surface, tack oil, compaction and clean up, for <u>Twenty-one</u> _____ Dollars and <u>six</u> _____ Cents per square yard.	\$ <u>21.06</u> /SY	\$ <u>210,600.00</u>
4	2,000 SY	Removal of Existing Asphalt (1"-3"), includes all labor, equipment and materials to complete asphalt pavement removal including saw cutting (where appropriate), loading, hauling and disposal of removed material, for <u>Thirteen</u> _____ Dollars and <u>eighty-five</u> _____ Cents per square yard.	\$ <u>13.85</u> /SY	\$ <u>27,700.00</u>

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
5	5,000 SY	Furnish and install Roadway Base Repair (6"), includes all labor, equipment and materials to complete asphalt pavement repair including 6" scarification, moisture conditioning, and compaction, for <u>Twenty-one</u> _____ Dollars and <u>thirty-five</u> Cents per square yard.	\$ <u>21.35</u> /SY	\$ <u>106,750.00</u>
6	2,000 LF	Furnish and install Curb and Gutter Replacement, includes all labor, equipment and materials to complete removal and installation of new curb and gutter to include reinforcement and 6" curb (match existing), for <u>Sixty-eight</u> _____ Dollars and <u>fifty-three</u> Cents per linear foot.	\$ <u>68.53</u> /LF	\$ <u>137,060.00</u>
7	2,000 LF	Furnish and install Ditch Grading, includes all labor, equipment and materials to regrade ditches along existing roadways to include removal and disposal of removed material, for <u>Eighteen</u> _____ Dollars and <u>fifty-one</u> Cents per linear foot.	\$ <u>18.51</u> /LF	\$ <u>37,020.00</u>
8	3,000 SY	Furnish and install Cement Stabilization of Existing Roadway Base Materials (6"), includes all labor, equipment and materials to complete 6" cement stabilization of existing roadway base material to include 4%-8% cement, mixing, moisture conditioning, blading, compaction and miscellaneous work, for <u>Twenty</u> _____ Dollars and <u>twenty-nine</u> Cents per square yard.	\$ <u>20.29</u> /SY	\$ <u>60,870.00</u>

Respectfully Submitted (Proposer): KCh L CFO PLATINUM PAVING LLC

By: CHAD LINN CFO

In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

- A. Proposer has examined and carefully studied the Documents, the other related data identified in the Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Proposer certifies Proposer is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by stature, covenants to obtain such qualification prior to contract award.

- C. The Proposer shall provide values for specific performance parameters for the equipment being proposed. The Proposer understands and agrees that the values stated in this Section for the associated performance parameters will be compared to the performance standards required in the equipment specifications. Proposers understand and agree to guarantee the performance values stated herein for the equipment proposed in accordance with the guidelines specified herein.
- D. Proposer understands and agrees that this Proposal shall form the basis for an agreement with the Owner. Therefore, the Proposer agrees to enter into an agreement to perform and furnish all Work as specified for the amount indicated in this Proposal and in accordance with the other terms and conditions of these RFP Documents.
- E. Proposer accepts all of the terms and conditions of these RFP Documents. This Proposal shall remain subject to acceptance for a period of 90 days after the day of opening.
- F. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Documents, and the written resolution thereof by Engineer is acceptable to Proposer.
- G. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Platinum Paving, LLC

SURETY:
(Name, legal status and principal place of business)

817 E. Center Street
Sheridan, AR 72150

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

OWNER:
(Name, legal status and address)

City of Breckenridge
105 North Rose Avenue
Breckenridge, TX 76424

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

PROJECT:
(Name, location or address, and Project number, if any)
2023 Street Maintenance Program

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **23rd** day of **February**, **2023**
Platinum Paving, LLC

Mallory Nutt
(Witness)

[Signature]
(Principal)
CFO
(Title)

[Signature]
(Witness)

Great Midwest Insurance Company
(Surety)
[Signature]
(Title)
Thomas O. Chambers, Attorney-in-Fact



Init.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Thomas O. Chambers, Todd Schaap

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

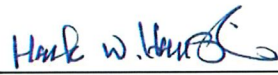
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

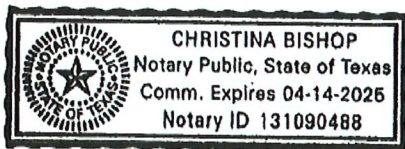



GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



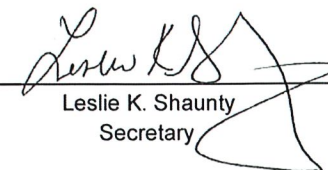
BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 23rd Day of February, 2023 .



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

STATE OF WISCONSIN)

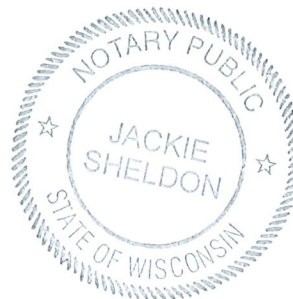
COUNTY OF **Racine**)

ON THIS 23rd day of February, 2023,

before me, a notary public, within and for said County and State, personally appeared ____
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Great Midwest Insurance Company, a corporation
of Texas, created, organized and existing under and
by virtue of the laws of the State of Texas; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2027**



CITY OF BRECKENRIDGE 2023 STREET MAINTENANCE PROGRAM

The City of Breckenridge (Owner) is accepting proposals for the 2023 Street Maintenance. Proposals for the maintenance of the Project will be received at the **Breckenridge City Hall** located at **105 North Rose Avenue, Breckenridge, Texas 76424**, until **Thursday, February 23, 2023** at **11:00 a.m.** local time, submissions should be given to the City Clerk for recording of date and time stamp. At that time the Proposals received will be **publicly** opened and read aloud.

The RFP may be obtained at City Hall and from Civcast at www.civcastusa.com. Proposer may examine the RFP at the Engineer's Office, located at 402 Cedar Street, Abilene, Texas 79601 on Monday through Thursday between the hours of 7:30 a.m. and 5:30 p.m.

SCOPE OF PROJECT:

The selected Respondent to this Request for Proposals (RFP) shall be responsible for various pavement maintenance activities to include, but not limited to, pothole repair, chip seal, pavement overlay, pavement replacement, mill and fill pavement replacement, curb and gutter replacement, and miscellaneous pavement maintenance activities.

All maintenance activities are in residential and commercial areas.

PROPOSAL PROCESS:

1. A pre-proposal conference will not be held for this RFP.
2. Requests for Proposal (RFP's) shall be submitted to the Engineer, in writing, no later than **11:00 A.M. on Wednesday, February 22, 2023**. The Engineer's contact information is:

Sage Diller, P.E.
Enprotec/Hibbs & Todd, Inc.
Sage.diller@e-ht.com
325-698-5560
402 Cedar, Abilene, TX 79601

3. Proposals will be opened and read aloud after the closing hour of the due date. Proposal contents and cost tabulations will not be disclosed until the evaluation process is completed.
4. Proposals shall be subject to acceptance for a period of 90 days from the proposal closing date.

EVALUATION OF PROPOSALS:

The City of Breckenridge intends to procure a contractor for a Project with an emphasis on the following goals:

- To provide high-quality surface maintenance for the intended sections of roadway.
- Ensure ease of access of affected residents and properties.
- To use sound construction principles to evaluate innovative approaches and cost saving measures to optimize the available resources.

If a proposal is selected by City and a Contract awarded, then the submitted unit prices will be valid for maintenance activities between March 1, 2023 and October 31, 2023.

PUBLIC INFORMATION:

The 2023 Street Maintenance Program is a continuation of the Street Maintenance Program that the City of Breckenridge has defined for the annual maintenance of the street network. The City Commission and citizen input have indicated significant desire to increase infrastructure maintenance and improvement as one of the top priorities and desires. To this point the Public Works Department will continue to refine the Street Maintenance Program to provide the best maintenance and repair value possible.

It will be critical for the selected contractor and City staff to communicate intended maintenance activities and repair timelines to the residents. The City feels that informing the effected property owners about project schedule and what to expect during construction helps to streamline the program.

1. The City will select the lowest qualified proposer for the 2023 Street Maintenance Program.
2. It is of utmost importance that the requested information be submitted with your Proposal. The approved contractor must be qualified to work in Stephens County, hold insurance and have bonding capacity for the scope. Failure to submit any of the required information may result in your firm being disqualified from the Selection Process.
3. The City reserves the right to reject all proposals, to waive minor defects or technicalities, or to solicit new proposals for the same project or a modified project that may include portions of the originally proposed project as the City may deem necessary.
4. The City reserves the right to negotiate with selected proposer on pricing and additional related work.
5. The City reserves the right to complete all of the work indicated, a portion of the work indicated, or none of the work indicated.
6. The contract between the City and the selected Contractor shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.
7. The City shall not be liable for any costs associated with design- or construction- related activities on this Project that have occurred prior to the issuance by the City of a Notice to Proceed.
8. Questions during the RFP period should be directed to:

Cynthia Northrop, City Manager
City of Breckenridge, Texas
105 North Rose Avenue
Breckenridge, Texas 76424
Phone: (254) 559-8287
cnorthrop@breckenridgetx.gov