

## Industrial Park Road Project

City Council has two options:

1. Choose one of the two non-compliant bids
2. Reject both non-compliant bids and advertise again for bid proposals

### Bids Received

Compliant?	Reason	Contractor Name	Base Bid	Add Alternate 1	Add Alternate 2
No	Contractor is not bonded	Bar Spur (Mark Osborn)	\$75,680.70	\$116,395.05	\$104,668.19
No	Bid received on 12/27/22 at 11:00 AM after the 10:00 AM deadline	Reece Albert Trucking, LLC	\$66,717.30	\$78,073.90	\$99,075.36



To Whom it May Concern,

#1. - I am not bonded,  
but surely we can work  
around this, being as we do  
what we say & City Council knows  
this.

#2 - This bid is good until  
the End of April as that is  
the soonest I could start. After  
that, a fuel adjustment may be  
made.

#3 I am currently working  
on an EHT Project at Melvin  
and have not failed a density test  
yet. We will do you a good  
job. I did not see a grade requirement  
but we guarantee the work to within  
1/10 of a foot Cor top of Roadway Surface.  
Thank you,

Mal

Bar-Spar Co, LLC





## BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City of Eden**  
**120 Paint Rock Road**  
**Eden, Texas 76837**

**Project Name:** Industrial Park Paving Improvements  
**Project Number:** 7885-6

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

#### BASE 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	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for <u>three thousand five hundred</u> Dollars and _____ Cents per lump sum.	3500	\$ 3500

## **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner is exempt from Texas state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
2	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for <u>Six thousand</u> _____ Dollars and _____ Cents per lump sum.	<u>6000</u>	<u>\$ 6000</u>
3	0.74 AC	Furnish preparation of Right-of-Way, for <u>Six thousand seven hundred fifty six</u> _____ Dollars and <u>seventy-six</u> Cents per acre.	<u>6756.76</u> /ACRE	<u>\$ 5000</u>
4	255 CY	Furnish and install Roadway Excavation, for <u>forty nine</u> _____ Dollars and <u>two</u> Cents per cubic yard.	<u>49.02</u> /CY	<u>\$ 12500.10</u>
5	220 CY	Furnish and install Roadway Embankment, for <u>sixty-two</u> _____ Dollars and <u>sixty-two</u> Cents per cubic yard.	<u>62.72</u> /CY	<u>\$ 13,798.40</u>
6	1,260 SY	Furnish and install Subgrade Preparation, for <u>Three</u> _____ Dollars and _____ Cents per square yard.	<u>3</u> /SY	<u>\$ 3780</u>
7	1,260 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for <u>thirteen dollars</u> _____ Dollars and <u>ninety-seven</u> Cents per square yard.	<u>13.97</u> /SY	<u>\$ 17602.20</u>
8	1 LS	Furnish and install 2-18" Diameter Corrugated Steel Culverts, 34.5 linear foot in length, including end treatment, as shown and as specified, for <u>thirteen thousand four hundred</u> _____ Dollars and _____ Cents per each.	<u>13,500</u>	<u>\$ 13,500</u>
TOTAL BASE BID (Items 1 thru 8)			<u>\$ 75,680.20</u>	

**ADDITIVE ALTERNATE 1 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
1A	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for _____ _____ Dollars and _____ Cents per lump sum.	<u>3500</u>	<u>\$ 3500</u>
2A	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for _____ _____ Dollars and _____ Cents per lump sum.	<u>6000</u>	<u>\$ 6000</u>

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
3A	0.91 AC	Furnish preparation of Right-of-Way, for _____ _____ Dollars and Cents per acre.	6756.76 \$/ACRE	6148.65
4A	500 CY	Furnish and install Roadway Excavation, for _____ _____ Dollars and Cents per cubic yard.	49.02 \$/CY	24510
5A	880 CY	Furnish and install Roadway Embankment, for _____ _____ Dollars and Cents per cubic yard.	62.72 \$/CY	55,193.6
6A	1,240 SY	Furnish and install Subgrade Preparation, for _____ _____ Dollars and Cents per square yard.	3 \$/SY	3720
7A	1,240 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for _____ _____ Dollars and Cents per square yard.	13.97 \$/SY	17,322.80
TOTAL ADD ALT 1(Items 1A thru 7A)			116,395.05	

**ADDITIVE ALTERNATE 2 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
1B	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for _____ _____ Dollars and Cents per lump sum.	3500	3500
2B	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for _____ _____ Dollars and Cents per lump sum.	6000	6000
3B	0.65 AC	Furnish preparation of Right-of-Way, for _____ _____ Dollars and Cents per acre.	6756.76 \$/ACRE	4391.89
4B	200 CY	Furnish and install Roadway Excavation, for _____ _____ Dollars and Cents per cubic yard.	49.02 \$/CY	9804

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
5B	735 CY	Furnish and install Roadway Embankment, for _____ _____ _____ Dollars and _____ Cents per cubic yard.	\$ 62.72 /CY	\$ 46,099.20
6B	1,230 SY	Furnish and install Subgrade Preparation, for _____ _____ _____ Dollars and _____ Cents per square yard.	\$ 3 /SY	\$ 3690
7B	1,230 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per square yard.	\$ 13.97 /SY	\$ 17,183.10
8B	1 LS	Furnish and install 3-24" Diameter Corrugated Steel Culverts, 34.5 linear foot in length, including end treatment, as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per each.	\$ 14,000	\$ 14,000
TOTAL ADD ALT 2 (Items 1B thru 8B)			\$ 104,668.19	

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

##### 5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Bar Spur Co, LLC

(typed or printed name of organization)

By:

Mark Osburn

(individual's signature)

Name:

President / Owner

(typed or printed)

Title:

Mark

(typed or printed)

Date:

12-22-22

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

Mark Osburn

(typed or printed)

Title:

Pres / Owner

(typed or printed)

Phone:

(325) 456-2646

Email:

Mark @ bar-spur.net

Address:

5643 CR 3326

Edin, TX 76837

Bidder's Contractor License No.: (if applicable)

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



**ADVERTISEMENT FOR BIDS**  
**CITY OF EDEN**  
**INDUSTRIAL PARK PAVING IMPROVEMENTS**  
**EDEN, TEXAS**

**General Notice**

City of Eden (Owner) is requesting Bids for the construction of the following Project:

**Industrial Park Paving Improvements**

Bids for the construction of the Project will be received at the City Hall located at 120 Paint Rock Road, Eden, Texas 76837, until Thursday, December 1, 2022 at 10:00 a.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Construction of "all-weather" roadway; including subgrade preparation, grading, drainage structures, and installation of all-weather surface material.

Bids are requested for the following Contract: **Industrial Park Paving Improvements**

Owner anticipates that the Project's total base bid price will be approximately \$70,000.00.

The Project has an expected duration of 90 days.

**Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found at the following designated website:

**www.civcastusa.com**

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**Enprotec / Hibbs & Todd, Inc.**  
**402 Cedar Street**  
**Abilene, Texas 79601**

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Thursday between the hours of 7:30 am until 5:30 pm. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

**Pre-bid Conference**

A pre-bid conference for the Project will not be held.

## BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City of Eden**  
**120 Paint Rock Road**  
**Eden, Texas 76837**

**Project Name:** Industrial Park Paving Improvements  
**Project Number:** 7885-6

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

#### BASE 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	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for <u>Two thousand, one hundred Forty-Five</u> Dollars and _____ Cents per lump sum.		\$ <u>2,145</u>

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
2	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for <u>one thousand eight hundred and Fifty-nine</u> Dollars and _____ Cents per lump sum.		\$ <u>1859</u>
3	0.74 AC	Furnish preparation of Right-of-Way, for <u>one Thousand six hundred ninety</u> Dollars and _____ Cents per acre.	\$ <u>1,690</u> /ACRE	\$ <u>1,250.60</u>
4	255 CY	Furnish and install Roadway Excavation, for <del>eleven</del> <u>seventy-four</u> Dollars and _____ Cents per cubic yard.	\$ <u>11.74</u> /CY	\$ <u>2,993.70</u>
5	220 CY	Furnish and install Roadway Embankment, for <u>Thirty-Three</u> Dollars and <u>Fifty-Five</u> Cents per cubic yard.	\$ <u>33.55</u> /CY	\$ <u>7,381</u>
6	1,260 SY	Furnish and install Subgrade Preparation, for <u>eleven</u> Dollars and <u>Twenty-five</u> Cents per square yard.	\$ <u>11.25</u> /SY	\$ <u>14,175</u>
7	1,260 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for <u>eighteen</u> Dollars and <u>Seventy</u> Cents per square yard.	\$ <u>18.70</u> /SY	\$ <u>23,562</u>
8	1 LS	Furnish and install 2-18" Diameter Corrugated Steel Culverts, 34.5 linear foot in length, including end treatment, as shown and as specified, for <u>Thirteen thousand Three hundred Fifty-one</u> Dollars and _____ Cents per each.		\$ <u>13,351</u>
TOTAL BASE BID (Items 1 thru 8)			\$ <u>66,717.30</u>	

**ADDITIVE ALTERNATE 1 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
1A	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for <u>Two thousand one hundred Forty-two Five</u> Dollars and _____ Cents per lump sum.		\$ <u>2,145</u>
2A	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for <u>one thousand eight hundred Fifty-nine</u> Dollars and _____ Cents per lump sum.		\$ <u>1,859</u>

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
3A	0.91 AC	Furnish preparation of Right-of-Way, for <u>One thousand six hundred ninety</u> Dollars and Cents per acre.	\$ <u>1,690</u> /ACRE	\$ <u>1,532.90</u>
4A	500 CY	Furnish and install Roadway Excavation, for <u>eleven</u> Dollars and <u>seventy-four</u> Cents per cubic yard.	\$ <u>11.74</u> /CY	\$ <u>5,870</u>
5A	880 CY	Furnish and install Roadway Embankment, for <u>Thirty-three</u> Dollars and <u>Fifty-five</u> Cents per cubic yard.	\$ <u>33.55</u> /CY	\$ <u>29,524</u>
6A	1,240 SY	Furnish and install Subgrade Preparation, for <u>eleven</u> Dollars and <u>Twenty-five</u> Cents per square yard.	\$ <u>11.25</u> /SY	\$ <u>13,950</u>
7A	1,240 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for <u>eighteen</u> Dollars and <u>seventy</u> Cents per square yard.	\$ <u>18.70</u> /SY	\$ <u>23,188</u>
TOTAL ADD ALT 1(Items 1A thru 7A)			\$ <u>78,073.90</u>	

**ADDITIVE ALTERNATE 2 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
1B	1 LS	Mobilization, bonds and insurance (not to exceed 5 percent of bid), for <u>Two thousand one hundred Forty-five</u> Dollars and Cents per lump sum.		\$ <u>2,145</u>
2B	1 LS	Furnish and implement a Stormwater Pollution Prevention Plan, for <u>Two thousand, Two hundred</u> Dollars and Cents per lump sum.		\$ <u>2,200</u>
3B	0.65 AC	Furnish preparation of Right-of-Way, for <u>one Thousand, six hundred ninety</u> Dollars and Cents per acre.	\$ <u>1,690</u> /ACRE	\$ <u>1,098.50</u>
4B	200 CY	Furnish and install Roadway Excavation, for <u>eleven</u> Dollars and <u>seventy-four</u> Cents per cubic yard.	\$ <u>11.74</u> /CY	\$ <u>2,348</u>

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
5B	735 CY	Furnish and install Roadway Embankment, for <u>Thirty-three</u> <u>Fifty-five</u> Dollars and Cents per cubic yard.	\$ <u>33.55</u> /CY	\$ <u>24,659.25</u>
6B	1,230 SY	Furnish and install Subgrade Preparation, for <u>eleven</u> <u>Twenty-five</u> Dollars and Cents per square yard.	\$ <u>11.25</u> /SY	\$ <u>13,837.50</u>
7B	1,230 SY	Furnish and install Flexible Base Material, Type A, Grade 2 or better, as shown and as specified, for <u>eighteen</u> <u>seventy</u> Dollars and Cents per square yard.	\$ <u>18.90</u> /SY	\$ <u>23,001</u>
8B	1 LS	Furnish and install 3-24" Diameter Corrugated Steel Culverts, 34.5 linear foot in length, including end treatment, as shown and as specified, for <u>Twenty-nine</u> <u>Thousand, seven hundred and eighty-five</u> Dollars and Cents per each. <u>eleven</u>		\$ <u>24,786.11</u>
TOTAL ADD ALT 2 (Items 1B thru 8B)			\$ <u>94,095.36</u>	

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

- Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	11-29-22

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Reece Albert Trucking LLC.  
(typed or printed name of organization)

By:

[Signature]  
(individual's signature)

Name:

Reece Albert  
(typed or printed)

Title:

Owner  
(typed or printed)

Date:

11-29-22  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

\_\_\_\_\_  
(individual's signature)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Date:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: Reece Albert  
(typed or printed)

Title:

Owner  
(typed or printed)

Phone:

(325) 716-8737

Email:

ReeceAlbertTrucking@gmail.com

Address:

729 Knickerbocker Rd  
San Angelo TX 76903

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_



## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: _____ Address (principal place of business): _____	<b>Surety</b> Name: _____ Address (principal place of business): _____
<b>Owner</b> Name: <b>City of Eden</b> Address (principal place of business): <b>120 Paint Rock Road</b> <b>Eden, Texas 76837</b>	<b>Bid</b> Project (name and location): <b>Industrial Park Paving Improvements, Eden, Texas</b>  Bid Due Date: _____
<b>Bond</b> Penal Sum: _____ Date of Bond: _____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b>	<b>Surety</b>
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 of 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## QUALIFICATIONS STATEMENT

### ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Reece Albert Trucking LLC	
Corporate Office			
Name:	Reece Albert	Phone number:	325-716-8733
Title:	owner	Email address:	ReeceAlbertTrucking@gmail.com
Business address of corporate office:		729 Knickerbocker Rd San Angelo, TX 76903	
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2013	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	<i>Reece Albert</i>	Title:	<i>owner</i>
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	<i>\$ Unlimited</i>
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

## ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

#### ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	eagle safety.		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
N/A			

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

#### ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Herald Shelbourn CPA		
Business address:	3177 executive Dr San Angelo, TX 76904		
Date of Business's most recent financial statement:		<input checked="" type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

#### ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	surety Bonds
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Surety is a corporation organized and existing under the laws of the state of:		GA	
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):		534 1/2 Peachtree Rd SW Atlanta, GA 30331	
Phone (main):	415 787-0439	Phone (claims):	

#### ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Farmers Insurance		CLE, auto	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):		2401 W AVE N SAN ANGELO, TX 76904	
Physical Address (principal place of business):			
Phone (main):		(385) 617-4845	
		Phone (claims):	

#### ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	4
Estimate of revenue for the current year:	1.5 mill
Estimate of revenue for the previous year:	250,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: <u>10 years</u>	
As a general contractor: <input checked="" type="checkbox"/>	As a joint venturer: <input type="checkbox"/>
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Provide full details in a separate attachment if the response to any of these questions is Yes.	

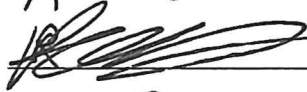
- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

#### ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
  - B. Diverse Business Certifications if required by Paragraph 3.01.
  - C. Certification of Business's safety performance if required by Paragraph 4.02.
  - D. Financial statements as required by Paragraph 5.01.
  - E. Attachments providing additional information as required by Paragraph 8.02.
  - F. Schedule A (Current Projects) as required by Paragraph 8.03.
  - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
  - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
  - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Reece Albert Trucking LLC.  
(typed or printed name of organization)

By:   
(individual's signature)

Name: Reece Albert  
(typed or printed)

Title: owner  
(typed or printed)

Date: 11-29-2022  
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:  
749 Knickerbocker Rd  
San Angelo, TX 76903

Designated Representative:  
Name: Reece Albert  
(typed or printed)

Title: owner  
(typed or printed)

Address: 749 Knickerbocker Rd  
San Angelo, TX 76903

Phone: 325 716-8737

Email: ReeceAlbertTrucking@gmail.com