PROJECT MANUAL FOR
CITY OF HIGHLAND VILLAGE

HIGHLAND SHORES BOULEVARD
RECONSTRUCTION PROJECT

From Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove

Prepared for:

City of Highland Village
1000 Highland Village Road
Highland Village, Texas 75077

Prepared by:

Schaumburg & Polk, Inc.
2201 N. Central Expressway
Suite 205
Richardson, Texas 75080

September 2026

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SECTION AB

ADVERTISEMENT FOR BIDS

SECTION AB

ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the City of Highland Village, Texas for the Highland Shores Boulevard Reconstruction Project for the City of Highland Village, Texas, hereinafter called the "City" in accordance with the plans, specifications and contract documents prepared by Schaumburg & Polk, Inc. (SPI) will be received at the office of the City Secretary of the City of Highland Village, Texas, at 1000 Highland Village Road, Highland Village, Texas 75077, until 2:00 PM on November 12, 2026. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.

2. The Contractor shall identify his bid on the outside of the envelope by writing the words:

   City of Highland Village, Texas
   Highland Shores Boulevard Reconstruction Project
   From Twin Cove Drive/Hillside Drive to 200'± West of Lake Cove

3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Highland Village, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.

4. The Contractor's Certificate of Insurance, which will be submitted with the Contractor's payment bond and performance bond, shall include the following provisions: (A) the Contractor's Certificate of Insurance shall bind the insurance to add the City as an additional insured, (B) the certificate shall state "All policies shall be endorsed to read 'This policy will not be cancelled or non-renewed without thirty (30) days advanced written notice to the Owner and City' and ten (10) days notice for nonpayment of premiums", (C) The insurance shall be written by carriers licensed to do business in Texas and with companies with A: VIII or better rating in accordance with the current Best Key Rating Guide, and (D) the insurance shall include workers' compensation.

5. Plans, specifications, and bidding documents may be secured either online at www.civcastusa.com at no cost or from the office of SPI, where hard copies can be obtained for a non-refundable fee of one-hundred dollars ($100.00) per set, payable to Schaumburg & Polk, Inc. SPI is located at 2201 N. Central Expressway, Suite 205, Richardson, Texas, 75080, (972) 864-8200.

6. The right is reserved by the Mayor and the City Council as the interest of the City may require to reject any and all bids and to waive any informality in bids received. The right is reserved by the Mayor and the City Council to select any bid that will best serve the interests of the City.

7. The Bidder (Proposer) must supply all the information required by the Proposal Form.

8. A Performance Bond, Labor and Material Payment Bond and Maintenance Bond will be required by the Owner; each bond shall be in the amount of 100% of the total contract amount.

9. No officer or employee of the City of Highland Village shall have a financial interest, direct or indirect, in any contract with the City of Highland Village.

THE CITY OF HIGHLAND VILLAGE

SECTION IB

INSTRUCTIONS TO BIDDERS

SECTION IB

INSTRUCTIONS TO BIDDERS

A. PROJECT: City of Highland Village, Texas
Highland Shores Boulevard Reconstruction Project
From Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove

B. PROJECT DESCRIPTION: This project generally consists of a road reconstruction on Highland Shores Boulevard from Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove.

C. PROPOSALS: Proposals must be in accordance with these instructions in order to receive consideration.

D. DOCUMENTS: Documents include the Bidding Requirements, General Provisions, Special Provisions, Technical Specifications, and Drawings plus Addenda which may be issued by the Engineer during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.

E. EXAMINATION OF DOCUMENTS AND SITE: Bidders shall carefully examine the Bidding Documents and the construction site (including soils conditions) to obtain first-hand knowledge of the scope and conditions of the Work. Each Contractor and Subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the City for the failure of such Contractor or Subcontractor to inform himself as to conditions affecting the Work. Bidders may gain access to site of the Work by contacting the City's Utilities Division at 972-317-2989.

F. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings or Specifications (Project Manual) he may submit to the Engineer, not later than seven (7) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No verbal interpretation or ruling will be held binding upon the City.

G. SUBSTITUTIONS: Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions.

H. ADDENDA: Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of each Addenda will be mailed, faxed, emailed, or delivered to each person who has been issued a set of the Bidding Documents and the Contract Documents, and receipt of addenda shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be mailed, faxed, emailed, or delivered to all prospective bidders (at the respective addresses furnished for such purposes) not later than twenty-four (24) hours prior to the date and time fixed for the opening bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.

I. COMPLETION TIME: A reasonable completion time has been established by the City and is indicated in the Proposal Form.

J. PREPARATION FOR BIDS: Prices quoted shall include all items of costs, expenses, taxes, fees and charges incurred, or arising out of, the performance of the work to be performed under the Contract. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in figures, the price in writing will be considered as the bid. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a general partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

K. SUBMITTAL OF BIDS: Sealed proposals will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the City. Submit proposal in an opaque, sealed envelope addressed to the City and plainly mark on the outside of the envelope the project name and the name and address of the bidder. A Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City.

L. MODIFICATIONS AND WITHDRAWAL OF BIDS: Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for fifty (50) calendar days after the receipt and opening of the bids.

M. DISQUALIFICATIONS: The City reserves the right to disqualify proposals before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal on the part of the bidder.

N. SUBMISSION OF POST-BID INFORMATION: Upon notification of acceptance, if requested by the City, the selected bidder shall submit the following within five (5) calendar days:

1. A designation of the portions of the Work proposed to be performed by the bidder with his own forces.

2. A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Engineer. The bidder will be required to establish to the satisfaction of the City and the Engineer the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the work. The bidder must accomplish a substantial portion of the project with his own forces and cannot subcontract all the work to other parties. The City reserves the right to determine if work being performed by the bidder's own forces is substantial enough to be awarded the bid for the project.

O. AWARD: The City reserves the right to (i) accept any or to reject any bids without compensation to bidders and (ii) waive irregularities and informalities. The City will consider the low bid to be the base bid that will best serve the interests of the City.

The Engineer will make a recommendation, and in making his recommendation, the Engineer will consider the following elements:

1. Whether the bidder is a contractor with experience in the type of work involved.

2. Whether the bidder has adequate plant, equipment, and personnel to perform the work properly and expeditiously.

3. Whether the bidder has a suitable financial status and reputation for meeting obligations incident to work of the kind specified.

P. EXECUTION OF TO THE CONTRACT: The successful bidder will be required to enter into a contract with the City within ten (10) calendar days of notice by the City that his bid has been accepted. Failure to enter into contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.

Q. CONSTRUCTION SCHEDULE: It is the City's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate smooth construction of the project. The Contractor shall begin construction within ten (10) calendar days of the issuance of the Notice to Proceed. The Contractor shall complete construction within four hundred and eighty (480) calendar days from the date of beginning specified in the Notice to Proceed.

R. LIQUIDATED DAMAGES: The time of completion is the essence of this contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the City, as equitably increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule shall be deducted from the monies due the Contractor:

$500.00 per Calendar Day

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amounts are fixed and agreed upon by and between the City and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall immediately pay any additional amounts due. If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the contract time as specified, the Contractor may make a written request for an extension of time in accordance with the General Provisions.

S. FORM OF CONTRACT: The contract for the construction of the project will be drawn up by the City. A sample form of agreement is included in the Contract Agreement Section.

T. BONDS: A Performance Bond, a Payment Bond and a Maintenance Bond will be required by the City. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections.

U. BID SECURITY: Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Highland Village, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) calendar days after notice or award of contract to him. Such checks or bid bonds will be returned not later than ninety (90) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of this bid.

V. RESOLUTIONS: If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.

W. CONSTRUCTION STAKING: Construction staking will not be provided by the City.

X. FINAL PAYMENT: The general provisions for Final Payment shall be as stated in the North Central Texas Council of Governments Standard Specifications for Public Works Construction (current edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the City with the following items:

1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.

2. A Consent of Surety Company to Final Payment.

3. A complete set of as-built notes which indicate all construction variations from the original construction documents in accordance with the Special Provisions.

4. A two (2) year Maintenance Bond in accordance with Section MB.

Y. WORKERS COMPENSATION: The Contractor shall meet all the conditions regarding Workers' Compensation Insurance Coverage as set forth in the Special Provisions.

Z. EXPIRATION OF BIDS. Bids submitted shall remain in full force and effect until (i) the City has expressly rejected the bid in writing, (ii) a contract between the City and a bidder has been signed by such parties, all required payment, performance, and maintenance bonds and required certificate of insurance have been executed, delivered to, and accepted by the City, and (iii) a notice to proceed has been issued pursuant to the signed contract; provided, however, no bid received for those not initially selected as the successful bidder shall remain in effect after the 90th day after date of the bid opening unless agreed in writing by such bidder. The City reserves to right to award a bid to the bidder determined to be the second lowest most responsible bidder after initially awarding the bid to another bidder who fails to timely sign a contract and deliver all required bonds and certificates of insurance to the City.

END OF SECTION

SECTION PF

PROPOSAL FORM

BID FORM

_____ , 2026

TO: The Honorable Mayor and City Council
City of Highland Village, Texas

RE: City of Highland Village, Texas
Highland Shores Boulevard Reconstruction Project
From Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract Documents for the following prices, to wit:

Signed by: _____

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

NOTES:

1. All items, labor, materials, equipment, facilities, additional mobilizations, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.

2. Prices must be shown in words and figures for each item listed per unit in this proposal. In the event of a discrepancy, the words shall control.

3. Materials, which are "tax exempt," are those items, that are physically incorporated into the facilities constructed for the CITY, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as paint, etc.

4. Services, which are "not tax exempt," are those items, which are used by the Contractor but are not physically incorporated into the CITY's facility and/or items, which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

5. Contractor shall provide CITY with breakdown of materials and services upon request by CITY, for pay estimate purposes.

6. Bid items in each instance shall include all items required to provide a facility that will operate safely, properly, and efficiently.

7. Contractor will be paid for the quantities actually furnished and installed and for the work actually completed.

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
SCHEDULE 'A' - CONTROLS/DEMOLITION/PREPARATION					
1	1	L.S.	Mobilization, Bonds, Insurance and all Permitting (entire project), complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
2	1	L.S.	All Traffic Control Measures, including, but not limited to, construction sequencing, barricading, traffic control design, panels, signs, and temporary pavement markings, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
3	1	L.S.	Temporary Erosion Control, including providing SWPPP, NOI, and filing with TCEQ, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
4	2	EA.	Project Sign, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
5	21,800	S.Y.	Sawcut, Remove and Dispose of Existing Concrete Street/Driveway Pavement, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
6	2,000	S.Y.	Sawcut, Remove and Dispose of Existing Concrete Sidewalk Pavement, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
7	3,100	S.Y.	Sawcut, Remove and Dispose of Existing Asphalt Pavement, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
8	15	L.F.	Sawcut, Remove and Dispose of Existing Concrete Curb and Gutter, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
9	1,200	S.F.	Remove and Dispose of Existing Brick Pavers, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
10	35	S.Y.	Remove and Dispose of Existing Cinder Block Trail Pavers, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
11	18	EA.	Remove and Dispose of Existing Crape Myrtle, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
12	24	EA.	Remove and Dispose of Existing Trees (Over 6" dia.), complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
13	350	L.F.	Remove and Dispose of Existing CPP (Corrugated Plastic Pipe), complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
14	50	L.F.	Remove and Dispose of Existing CMP, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
15	140	L.F.	Remove and Dispose of Existing RCP, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
16	8	EA.	Remove and Dispose of Existing Headwall, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
17	30	S.Y.	Remove and Dispose of Existing Concrete Riprap, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
18	2	EA.	Remove and Dispose of Existing Curb Inlet, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
19	4	EA.	Remove and Dispose of Existing Grate Inlet, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
20	110	L.F.	Remove and Dispose of Existing Guard Rail, including post, rail, etc., complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
21	1	L.S.	Remove Existing Enhanced LED Crosswalk Signage, including crosswalk pole, foundation, ped. button, cabinet, and all appurtenances, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
22	39	EA.	Remove Existing Road Sign, Foundation, Post, and Panel, and return sign to City, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
23	3	EA.	Remove and Dispose of Existing Upright Reflectors, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
24	650	L.F.	Remove and Dispose of Existing Free Standing Stone Wall, including foundation, stones, etc., complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
25	50	L.F.	Remove and Dispose of Existing Retaining Sack Wall, including foundations, etc., complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
26	40	L.F.	Remove and Dispose of Existing Landscape Edger, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
27	25	L.F.	Remove and Dispose of Existing Landscape Stone Wall, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
28	78	EA.	Remove and Relocated Existing Irrigation Valve, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
29	6	EA.	Remove and Relocated Existing Fire Hydrant, including installation, close existing valve and remove riser, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
30	2	EA.	Remove and Relocated Existing Water Meter, including installation, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
31	4	EA.	Remove and Relocated Existing Underground Utility Sign, including installation, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
			SCHEDULE "A" TOTAL:	$_____	
SCHEDULE 'B' - PAVING					
32	17,400	C.Y.	Unclassified Street Excavation, complete per unit _____ _____Dollars & _____Cents	$_____	$_____
33	13,250	C.Y.	Borrow, including compaction, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
34	24,500	S.Y.	Furnish and Place 8" Thick (4000 PSI) Reinforced Concrete Street Pavement with 6" Curb, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
35	30	S.Y.	Furnish and Place 6" Thick (4000 PSI) Reinforced Concrete Driveways, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
36	700	S.Y.	Furnish and Place 4" Thick (3000 PSI) Reinforced Stamped and Colored Concrete Median Pavement, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

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BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
37	820	S.Y.	Furnish and Place 6" Thick (3000 PSI) Reinforced Concrete Sidewalk Pavement, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
38	60	S.Y.	Furnish and Place 5" Thick (3000 PSI) Reinforced Concrete Sidewalk Pavement, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
39	3,800	S.Y.	Furnish and Place 4" Thick (3000 PSI) Reinforced Concrete Sidewalk Pavement, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
40	10	S.Y.	Furnish and Place 6" Thick (3000 PSI) Reinforced Concrete Flume Pavement, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
41	765	L.F.	Longitudinal Butt Joint, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
42	90	L.F.	Construct Asphalt Street Header, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
43	9,950	L.F.	Furnish and Place 6" Tall Integral Curb, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
44	425	L.F.	Furnish and Place 12" Tall Sidewalk Curb, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

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BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
45	125	L.F.	Furnish and Place 6" Tall Sidewalk Curb, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
46	1,100	L.F.	Furnish and Place Sidewalk Toe Wall, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
47	100	L.F.	Furnish and Place Sidewalk Fill Wall, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
48	27,150	S.Y.	Construct 8" Thick Cement Treated Base, including placement, mixing, and compaction, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
49	490	Ton	Furnish Cement (@ 6% Cement by Dry Weight), complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
50	10	EA.	Furnish and Install Flume Crossing, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
51	32	EA.	Furnish and Place Barrier Free Ramp, including detectable warning surface, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
52	365	L.F.	Furnish and Install 42" Hand Rail, including foundation, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
53	210	L.F.	Furnish and Install 8" SCH-80 PVC Sleeves, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
54	10	EA.	Adjust Existing Manhole Frame and Cover to Final Grade, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
55	22	EA.	Adjust Existing Water Valve to Final Grade, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
			SCHEDULE "B" TOTAL:	$_____	

SCHEDULE 'C' - DRAINAGE

56	1,100	L.F.	Trench Safety, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
57	10	EA.	Construct C.O.H. STD. 8' Curb Inlet, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
58	2	EA.	Construct C.O.H. STD. 2'x2' Wye Inlet with 2' Concrete Apron, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
59	1	EA.	Construct C.O.H. STD. 3'x3' Wye Inlet, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
60	6	EA.	Construct C.O.H. STD. 3'x3' Wye Inlet with 2' Concrete Apron, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
61	4	EA.	Furnish and Install 8" Landscape Grate Inlet, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
62	1	EA.	Furnish and Install NDS FLO-WELL, including embedment, filter fabric, drain rock, etc., complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
63	70	L.F.	Furnish and Install 18" RCP CL. IV, including embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
64	130	L.F.	Furnish and Install 24" RCP CL. IV, including embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
65	500	L.F.	Furnish and Install 18" RCP CL. III, including embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
66	20	L.F.	Furnish and Install 21" RCP CL. III, including embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
67	110	L.F.	Furnish and Install 24" RCP CL. III, including embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
68	45	L.F.	Furnish and Install 8" HDPE, including embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
69	25	L.F.	Furnish and Install 15" HDPE, including embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
70	5	L.F.	Furnish and Install 6" PVC SDR 35, including embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
71	45	L.F.	Furnish and Install 8" PVC SDR 35, including embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
72	170	L.F.	Furnish and Install 8" Perforated PVC SDR 35, including embedment, filter fabric, drain rock, etc., complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
73	2	EA.	Furnish and Install 15" HDPE Concrete Collar, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
74	12	EA.	Furnish and Install Concrete Collar, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
75	1	EA.	Furnish and Install 8" HDPE to 36" RCP Concrete Collar, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
76	4	EA.	Furnish and Install Wye Connection, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
77	1	EA.	Furnish and Install TxDOT 2-15" PSET (@ 7.5 degree Skew), complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
78	6	EA.	Furnish and Install TxDOT 18" PSET, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
79	1	EA.	Furnish and Install TxDOT 21" PSET, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
80	3	EA.	Furnish and Install TxDOT 24" PSET, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
81	2	EA.	Furnish and Install 18" RCP Plug, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
82	1	EA.	Furnish and Install 8" PVC 22.5 Degree Bend, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
83	4	EA.	Furnish and Install 18" RCP 30 Degree Bend, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
84	1	EA.	Furnish and Install 18" RCP 60 Degree Bend, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
85	10	L.F.	Furnish and Install TxDOT Extended Curb on Existing Headwall, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
86	40	S.Y.	Furnish and Install Concrete Flume, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
87	1	EA.	Connect to Existing Wye Inlet, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
88	2	EA.	Connect to Existing Curb Inlet, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
89	20	S.Y.	Construct 12" Grouted Rip Rap with Toewall, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
90	1,600	L.F.	Grade-to-Drain Proposed Swale, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
			SCHEDULE "C" TOTAL:	$_____	
SCHEDULE 'D' - WATER					
91	1	L.S.	12" Water Line Lowering, including all appurtenances, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
92	210	L.F.	Trench Safety, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
93	2	EA.	Cut and Plug 16" Water Line, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
94	3	EA.	Close Existing Valve and Remove Stack, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
95	3	EA.	Connect to Existing 6" Water Line at Existing Valve Location and Install Relocated Fire Hydrant, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
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(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
96	1	EA.	Cut Out and Remove Existing 16" Water Line to Install 16" 45 Degree Bend, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
97	1	EA.	Cut Out and Remove Existing 16" Water Line to Connect 16" Water Line, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
98	3	EA.	Cut Out and Remove Existing 16" Water Line to Install 16"x6" Tee, 6" Valve, and Relocated Fire Hydrant, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
99	45	L.F.	Furnish and Install 6" AWWA C900 (DR-18) PVC with B-1 Embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
100	140	L.F.	Furnish and Install 16" AWWA C905 (DR-18) PVC with B-1 Embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
101	60	L.F.	Furnish and Install 16" AWWA C905 (DR-18) PVC with G Embedment, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
102	1	EA.	Furnish and Install 16" 45 Degree Bend, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

SCHEDULE "D" TOTAL: $_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
SCHEDULE 'E' - STRIPING					
103	1	L.S.	Remove Existing Pavement Markings and Striping, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
104	520	L.F.	Furnish and Place 4" White Thermoplastic Solid Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
105	300	L.F.	Furnish and Place 4" Yellow Solid Thermoplastic Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
106	120	L.F.	Furnish and Place 4" Double Yellow Solid Thermoplastic Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
107	740	L.F.	Furnish and Place 18" White Thermoplastic Stop Bar, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
108	210	L.F.	Furnish and Place 4" White Thermoplastic Dash Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
109	150	L.F.	Furnish and Place 4" White Thermoplastic Broken Lane Line Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
110	320	L.F.	Furnish and Place 4" Yellow Thermoplastic Dash Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
111	160	L.F.	Furnish and Place 4" Double Yellow Thermoplastic Dash Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
112	1,930	L.F.	Furnish and Place 8" White Solid Thermoplastic Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
113	11,450	L.F.	Furnish and Place Bike Lane Line (Stripe/Button), complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
114	250	L.F.	Furnish and Place Broken Bike Lane Line, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
115	25	L.F.	Furnish and Place 12" White Solid Thermoplastic Diagonal Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
116	130	L.F.	Furnish and Place 12" Yellow Solid Thermoplastic Diagonal Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
117	3,000	S.F.	Furnish and Place Green Thermoplastic Bike Lane, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
118	1,370	L.F.	Furnish and Place 12" White Solid Thermoplastic Crosswalk Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
119	38	EA.	Furnish and Install Pavement Directional Marking, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
120	48	EA.	Furnish and Install Bicycle Pavement Marker W/Directional Marker, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
121	45	EA.	Furnish and Install Traffic Sign, including foundation, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
122	1	L.S.	Furnish and Install LED Pedestrian warning system, including signs, posts, solar panels, sensors and all appurtenances, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
			SCHEDULE "E" TOTAL:	$_____	

SCHEDULE 'F' - MISCELLANEOUS

123	1	L.S.	Furnish and Construct Block Retaining Wall, including all appurtenances, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
124	10,000	S.Y.	Furnish and Place Hydromulch, including watering and fertilizer until established, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
125	15,000	S.Y.	Furnish and Place Block Sodding, including 4" topsoil, watering and fertilizer until established, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

SCHEDULE "F" TOTAL: $_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

BASE BID SCHEDULE

SCHEDULE "A" TOTAL: $_____

SCHEDULE "B" TOTAL: $_____

SCHEDULE "C" TOTAL: $_____

SCHEDULE "D" TOTAL: $_____

SCHEDULE "E" TOTAL: $_____

SCHEDULE "F" TOTAL: $_____

TOTAL AMOUNT BID, ITEMS 1 THROUGH 125 INCLUSIVE: $_____

TOTAL AMOUNT BID, ITEMS 1 THROUGH 125 INCLUSIVE (IN WORDS):

_____

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BREAKDOWN OF TOTAL AMOUNT BID IN MATERIAL AND LABOR:

TOTAL MATERIAL AMOUNT BID, ITEMS 1 THROUGH 125, INCLUSIVE: $_____

TOTAL LABOR AMOUNT BID, ITEMS 1 THROUGH 125, INCLUSIVE: $_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 1 BID SCHEDULE

Items A1-1 through A1-16 represent an Add Alternate 1 Bid
The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
A1-1	60	S.Y.	Sawcut, Remove and Dispose of Existing Concrete Sidewalk Pavement, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-2	30	S.Y.	Sawcut, Remove and Dispose of Existing Asphalt Pavement, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-3	2	EA.	Remove and Dispose Bollards, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-4	35	L.F.	Remove and Dispose Wood Fence, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-5	1	EA.	Remove Existing Road Sign, Foundation and Post, and return sign to City, complete, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-6	45	S.Y.	Furnish and Place 8" Thick (4000 PSI) Reinforced Concrete Street Pavement with 6" Curb, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-7	15	S.Y.	Furnish and Place 6" Thick (4000 PSI) Reinforced Concrete Driveways, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 1 BID SCHEDULE

Items A1-1 through A1-16 represent an Add Alternate 1 Bid
The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
A1-8	180	S.Y.	Furnish and Place 2" Type 'D' HMAC Surface Course, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-9	180	S.Y.	Furnish and Place 2" Type 'B' HMAC Binder Course, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-10	33	L.F.	Furnish and Place 6" Tall integral Curb, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-11	20	GAL.	Furnish and Place Tack Coat (@ 0.05 Gal/S.Y.), complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-12	55	GAL.	Furnish and Place Prime Coat (@ 0.30 Gal/S.Y.), complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-13	270	S.Y.	Construct 8" Thick Cement Treated Base, including placement, mixing, and compaction, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-14	15	L.F.	Construct Asphalt Street Header, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 1 BID SCHEDULE

Items A1-1 through A1-16 represent an Add Alternate 1 Bid
The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
A1-15	1	EA.	Furnish and Install Traffic Sign, including foundation, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A1-16	100	L.F.	Furnish and Place 4" White Thermoplastic Solid Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
			ADD ALTERANTE 1 TOTAL:		$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 1 BID SCHEDULE

TOTAL AMOUNT BID, ITEMS A1-1 THROUGH A1-16 INCLUSIVE: $_____

TOTAL AMOUNT BID, ITEMS A1-1 THROUGH A1-16 INCLUSIVE (IN WORDS):

_____

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BREAKDOWN OF TOTAL AMOUNT BID IN MATERIAL AND LABOR:

TOTAL MATERIAL AMOUNT BID, ITEMS A1-1 THROUGH A1-16, INCLUSIVE: $_____

TOTAL LABOR AMOUNT BID, ITEMS A1-1 THROUGH A1-16, INCLUSIVE: $_____

The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 2 BID SCHEDULE

Items A2-1 through A2-9 represent an Add Alternate 2 Bid
The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
A2-1	640	L.F.	Furnish and Place 4" White Thermoplastic Solid Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A2-2	35	L.F.	Furnish and Place 12" White Thermoplastic Stop Bar, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A2-3	240	L.F.	Furnish and Place 8" White Solid Thermoplastic Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A2-4	20	L.F.	Furnish and Place 12" White Solid Thermoplastic Diagonal Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A2-5	75	L.F.	Furnish and Place 12" Yellow Solid Thermoplastic Diagonal Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A2-6	80	L.F.	Furnish and Place 12" White Solid Thermoplastic Crosswalk Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A2-7	8	EA.	Furnish and Install Pavement Directional Marking, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 2 BID SCHEDULE

Items A2-1 through A2-9 represent an Add Alternate 2 Bid
The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
A2-8	6	EA.	Furnish and Install Pavement Words, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A2-9	450	L.F.	Furnish and Place 4" Double Yellow Thermoplastic Solid Stripe, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

ADD ALTERANTE 2 TOTAL: $_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 2 BID SCHEDULE

TOTAL AMOUNT BID, ITEMS A2-1 THROUGH A2-9 INCLUSIVE: $_____

TOTAL AMOUNT BID, ITEMS A2-1 THROUGH A2-9 INCLUSIVE (IN WORDS):

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BREAKDOWN OF TOTAL AMOUNT BID IN MATERIAL AND LABOR:

TOTAL MATERIAL AMOUNT BID, ITEMS A2-1 THROUGH A2-9, INCLUSIVE: $_____

TOTAL LABOR AMOUNT BID, ITEMS A2-1 THROUGH A2-9, INCLUSIVE: $_____

The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 3 BID SCHEDULE

Items A3-1 through A3-2 represent an Add Alternate 3 Bid
The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
A3-1	26	EA.	Furnish and Install Street Signs, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A3-2	33	EA.	Furnish and Install Decorative Sign Post, including all appurtenances, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

ADD ALTERANTE 3 TOTAL: $_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 3 BID SCHEDULE

TOTAL AMOUNT BID, ITEMS A3-1 THROUGH A3-2 INCLUSIVE: $_____

TOTAL AMOUNT BID, ITEMS A3-1 THROUGH A3-2 INCLUSIVE (IN WORDS):

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BREAKDOWN OF TOTAL AMOUNT BID IN MATERIAL AND LABOR:

TOTAL MATERIAL AMOUNT BID, ITEMS A3-1 THROUGH A3-2, INCLUSIVE: $_____

TOTAL LABOR AMOUNT BID, ITEMS A3-1 THROUGH A3-2, INCLUSIVE: $_____

The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 4 BID SCHEDULE

Items A4-1 represent an Add Alternate 4 Bid
The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
A4-1	40	EA.	Furnish and Install Decorative Sign Post, including all appurtenances, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

ADD ALTERANTE 4 TOTAL: $_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 4 BID SCHEDULE

TOTAL AMOUNT BID, ITEM A4-1 INCLUSIVE: $_____

TOTAL AMOUNT BID, ITEM A4-1 INCLUSIVE (IN WORDS):

_____

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BREAKDOWN OF TOTAL AMOUNT BID IN MATERIAL AND LABOR:

TOTAL MATERIAL AMOUNT BID, ITEM A4-1 INCLUSIVE: $_____

TOTAL LABOR AMOUNT BID, ITEM A4-1 INCLUSIVE: $_____

The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

CITY OF HIGHLAND VILLAGE
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(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 5 BID SCHEDULE

Items A5-1 through A5-3 represent an Add Alternate 5 Bid
The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

Item No.	Est. Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Extended Amount
A5-1	-1	L.S.	Furnish and Construct Block Retaining Wall, including all appurtenances, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A5-2	-10	L.F.	Furnish and Install TxDOT Extended Curb on Existing Headwall, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____
A5-3	1	L.S.	Furnish and Construct Reinforced Concrete Retaining Wall (TxDOT Type C), including all appurtenances, complete in place, per unit _____ _____Dollars & _____Cents	$_____	$_____

ADD ALTERANTE 5 TOTAL: $_____

CITY OF HIGHLAND VILLAGE
HIGHLAND SHORES BLVD RECONSTRUCTION PROJECT
(Twin Cove Drive/Hillside Drive To 200' West of Lake Cove)

ADD ALTERNATE 5 BID SCHEDULE

TOTAL AMOUNT BID, ITEMS A5-1 THROUGH A5-3 INCLUSIVE: $_____

TOTAL AMOUNT BID, ITEMS A5-1 THROUGH A5-3 INCLUSIVE (IN WORDS):

_____

_____

_____

BREAKDOWN OF TOTAL AMOUNT BID IN MATERIAL AND LABOR:

TOTAL MATERIAL AMOUNT BID, ITEMS A5-1 THROUGH A5-3, INCLUSIVE: $_____

TOTAL LABOR AMOUNT BID, ITEMS A5-1 THROUGH A5-3, INCLUSIVE: $_____

The Owner reserves the right to select this Add Alternate Bid at the Owner's discretion.

BIDDER is:

An Individual

By _____(Seal)
(Individual's Name)

doing business as_____

Business address:_____

_____

_____

Phone No._____

A Partnership

By _____(Seal)
(Firm Name)

_____
(General Partner)

doing business as_____

Business address:_____

_____

_____

Phone No._____

A Corporation

By_____
(Corporation Name)

_____
(State of Incorporation)

By_____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest_____
(Secretary)

Business address:_____

_____

_____

Phone No._____

A Joint Venture

By_____
(Name)

_____
(Address)

By_____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

SECTION CA

CONTRACT AGREEMENT

SECTION CA

AGREEMENT

STATE OF TEXAS §
§
COUNTY OF DENTON §

THIS AGREEMENT is made and entered into this _____, by and between the City of Highland Village, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the CITY, and _____City of _____, County of _____, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the CITY, the said CONTRACTOR, hereby agrees with the said CITY to commence and complete construction of certain improvements as follows:

City of Highland Village
Highland Shores Boulevard Reconstruction Project
From Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of this AGREEMENT; and at CONTRACTOR′S 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 Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the CITY, each of which has been identified by the endorsement of the CONTRACTOR and the CITY thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work by the date specified in the written notice to proceed, and to complete the work within four hundred and eighty (480) calendar days after the specified date in the written notice to proceed, subject to such extensions of time as are provided by the General Provisions.

The CITY agrees to pay the CONTRACTOR $_____ in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS HEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF HIGHLAND VILLAGE

By: _____
Paul Stevens
City Manager

ATTEST:

_____
Angela Miller
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Kevin B. Laughlin
City Attorney

_____
(CONTRACTOR)

By: _____
Contractor

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

The following to be executed if the CONTRACTOR is a corporation:

I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____ , who signed this Contract on behalf of the CONTRACTOR is the _____ of said corporation; that said Contract
(official title)

was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

END OF SECTION

SECTION PrB

PERFORMANCE BOND

SECTION PrB

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF DENTON § KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, of the City of _____, County of _____, State of Texas, hereinafter called Principal, and _____, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called surety (whether one or more), are held and firmly bound unto the City of Highland Village, a Texas home rule municipality, in the amount of _____($_____), for the payment whereof we do hereby bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Highland Village, dated the _____, to furnish all materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements, to wit:

City of Highland Village
Highland Shores Boulevard Reconstruction Project
From Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove

in the City of Highland Village, Texas and as more particularly described and designated in said contract which is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein:

NOW THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract, agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said contract and the plans and specifications therein referred to, and as well during any period of extension of said contract that may be granted on the part of the City of Highland Village, Texas, as during the original terms of same, then this obligation shall be and become null and void, otherwise, to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

AND, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993.

IN WITNESS WHEREOF, the Principal and Surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto at the City of Highland Village, County of Denton, State of Texas, on this the _____ day of _____ , 20____ .

* * * * * DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT * * * * *

ATTEST:

By:_____

Name (print):_____

Title:_____

PRINCIPAL:

By:_____

Name (print):_____

Title:_____

SURETY:

By:_____

Name (print):_____

Title:_____

END OF SECTION

SECTION PyB

PAYMENT BOND

SECTION PyB

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF DENTON § KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, of the City of _____, County of _____, State of Texas, hereinafter called Principal, and _____, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called surety (whether one or more), are held and firmly bound unto the City of Highland Village, a Texas home rule municipality, workmen, laborers, mechanics, furnishers of materials, and claimants supplying labor and materials as defined in Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993, as their interest may appear, all of whom shall have the right to sue upon this bond, in the penal sum of _____($_____), for the payment whereof we do hereby bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Highland Village, dated the _____, to furnish all materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements, to wit:

City of Highland Village
Highland Shores Boulevard Reconstruction Project
From Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove

in the City of Highland Village, Texas and as more particularly described and designated in said contract which is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein:

NOW THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants (as defined in Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993) supplying labor and material to him or sub-contractor in the prosecution of the work provided for in said contract, all monies to them owing by Principal for sub-contracts, work, labor, and materials done and furnished for the construction of such improvements for the City of Highland Village, then this obligation shall be and become null and void, otherwise, to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

AND, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993.

IN WITNESS WHEREOF, the Principal and Surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto at the City of Highland Village, County of Denton, State of Texas, on this the _____ day of _____ , 20____ .

* * * * * DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT * * * * *

ATTEST:

By:_____

Name (print):_____

Title:_____

PRINCIPAL:

By:_____

Name (print):_____

Title:_____

SURETY:

By:_____

Name (print):_____

Title:_____

END OF SECTION

SECTION MB

MAINTENANCE BOND

SECTION MB

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DENTON

That _____ as principal and _____, a corporation organized under the laws of _____ and _____ as sureties, and sureties being authorized to do business in the State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Highland Village, a Texas home rule municipality, chartered by virtue of a Special Act of Legislature of the State of Texas, as Highland Village, Denton County, Texas, the sum of

_____

_____

_____

($ _____) for the payment of which sum will and truly be made unto said City of Highland Village and its successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said

_____

has this day entered into a written contract with the said City of Highland Village to build and construct the

City of Highland Village
Highland Shores Boulevard Reconstruction Project
From Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove

which contract and the Plans and Specifications therein mentioned adopted by the City of Highland Village, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do and perform all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all work and repair any defective condition growing out of or arising from the improper joining of same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do so, it is agreed that the City may do said work and supply such materials, and charge same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract;

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Highland Village shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by_____ and the said _____ has hereunto set his hand this the _____ day of _____, 20____ .

SURETY

_____

_____

By:_____
Attorney in Fact

By:_____
Surety

_____

_____
Agency and Address

PRINCIPAL

_____

By:_____

ATTEST

_____
Secretary

Note: Date of Maintenance Bond must not be prior to the date of Contract.

END OF SECTION

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DENTON

Personally, before me the undersigned authority, on this day appeared _____, who, being duly sworn on oath, says that he is a legal representative of_____, (full name of Contractor as in contract) and that the contract for the construction of the project, designated as

City of Highland Village, Texas
Highland Shores Boulevard Reconstruction Project
From Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and labor used in connection with the construction of this project have, to the best of my knowledge and belief, been fully paid.

_____
Signature

_____
Title

Sworn to and subscribed before me this _____ day of _____, 20___.

_____
Notary Public in and for

_____ County, Texas

Instructions:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of the partnership. If the Contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

END OF SECTION

SECTION GP

GENERAL PROVISIONS

SECTION GP

GENERAL PROVISIONS

1. The General Provisions of the Contract shall be as stated in the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (current edition) (**SEPARATE DOCUMENT NOT INCLUDED**) under Part I, "General Provisions", Items 1.0 through 1.63 inclusive, as amended or supplemented and except as modified by the Special Provisions.

END OF SECTION

SECTION SP

SPECIAL PROVISIONS

SECTION SP

SPECIAL PROVISIONS

1. CITY

The City of Highland Village, herein referred to as City, party of the First Part of these Contract Documents.

2. ENGINEER

Schaumburg & Polk, Inc. (SPI), Engineer of the City, or other representative as may be authorized by said City to act in any particular position.

3. FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract, Bonds, Plans and Specifications may be obtained by the Contractor from the Richardson office of Schaumburg & Polk, Inc. (SPI), 2201 N. Central Expressway, Suite 205, Richardson, Texas, 75080, (972) 864-8200, after award of the contract.

4. COPIES OF PLANS FURNISHED

Three (3) sets of Plans shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

5. PRODUCT RECORDS DOCUMENTS

Maintenance of Documents. The Contractor shall maintain at the job site one record copy of the Contract Drawings, Specifications, Shop Drawings, Change Orders, other modifications to the Contract, field test reports and other documents submitted by Contractor in compliance with specification requirements. These documents shall be maintained at the job site apart from documents used for construction. These documents are not to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the City.

Recording. Each document shall be labeled Project Record Copy in 2-inch high printed letters. The record documents shall be kept current. No work shall be covered until required information has been recorded.

Contract Drawings. The appropriate drawing shall be legibly marked to record, where applicable:

Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

Field changes of dimension and detail made during the construction process.

Changes made by Change Order or Supplemental Agreements.

Details not on original Contract Drawings.

Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

Other matters not originally specified.

Shop Drawings. The Contractor shall maintain the Shop Drawings as record drawings and legibly annotate shop drawings to record changes made after the review. A red felt-tip marking pen shall be used for all recordings.

Submittal. At the completion of the project, the Contractor shall deliver record drawings to the City. The transmittal letter shall be accompanied, in duplicate, with:

Date, project title and number.

Contractor's name and address.

Title and number of each record document.

Certification that each document as submitted is complete and accurate.

Signature of Contractor or his authorized representative.

6. HORIZONTAL AND VERTICAL CONTROL

Horizontal and vertical survey control is not required for this project.

7. PERMITS, LICENSES, AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. If the Contractor observes that the Drawings and Specifications are at a variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in Work. The Contractor shall comply with all federal, state and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder, and shall hold the City harmless therefrom.

8. REFERENCE SPECIFICATIONS

Where reference is made to specifications compiled by others, such are hereby made a part of these Specifications.

9. REVIEW OF WORK

The City shall have the right to review the Work while such Work is in progress to ascertain that the work is being accomplished in compliance with the standards and requirements set forth in the Contract Documents. Notwithstanding such review, the Contractor will be held responsible for the finished Work, and any acceptance of the Work by the City will not relieve the Contractor from responsibility for the Work. The City reserves the right to place full-time construction observers at the site of the Work.

The City and his representatives shall at all times have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilitates for such access, and for review.

If the Specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall give the City timely notice of its readiness for testing, and, if the testing is by an authority other than the City, of the date fixed for such testing. Tests by the City shall be made promptly, and where practicable at the source of supply.

Re-examination of any Work may be ordered by the City, and, if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the City shall pay the cost of the re-examination and replacement. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10. SCOPE OF WORK

The Work for this proposed project consists of furnishing all materials, labor, equipment, tools and incidentals necessary to construct, in accordance with the plans and specifications, the Highland Shores Boulevard Road Reconstruction Project in the City of Highland Village. from Twin Coves Drive/Hillside Drive to 200'± West of Lake Cove This project generally consists of removal of existing concrete and asphalt pavement and construction of approximately 4,100 linear feet of concrete street pavement, approximately 8,350 linear feet of concrete sidewalk, drainage facilities, culverts, driveway approaches, and miscellaneous appurtenances.

11. PROPERTY LINES AND MONUMENTS

All property corners, control monuments, construction and survey stakes and marks shall be carefully preserved by the Contractor, and in case of careless destruction or removal by Contractor or his employees, such stakes or marks shall be replaced at the Contractor's expense as required by the City.

12. DISCREPANCIES

If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by surety points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may be not in compliance with any building code or other requirement of any governmental body, he shall immediately inform the City in writing, and the City shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

13. TIME ALLOTTED FOR COMPLETION

All items of Work included under these contracts shall be completed within the time stipulated in the Proposal. The time shall commence on the date stated in the Notice to Proceed. The Notice to Proceed shall consist of a written request by the City for the Contractor to proceed with construction of the Project.

14. EXISTING STRUCTURES

The Plans show the location of all known surface and subsurface structures. However, the City assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation or extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in the Plans or Proposal, in which case the provisions in these Specifications for extra work shall apply.

15. EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operation. Where existing utilities service lines are cut, broken or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. All replacement, backfill and compaction shall be accomplished in strict accordance with the requirements of the owner of the utility or service line.

16. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by the City. The right is reserved to the owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs of this contract.

17. LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper execution of the Work.

18. PERMITS AND RIGHTS-OF-WAY

The City will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately-owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work.

19. PRECONSTRUCTION CONFERENCE

The successful Contractor and City shall meet at the call of the City on this Project. Prior to the meeting, the Contractor shall prepare schedules showing the sequencing and progress of their work and its effect on others. These schedules shall be delivered to the City in advance of the meeting for review. The general nature of the work, materials used, and methods of construction as well as the schedules will be discussed at the meeting. A final composite schedule will be prepared during this conference to allow an orderly sequence of project construction.

20. ADDENDA

Bidders desiring further information, or interpretation of the Contract Documents (Project Manual) must make written request for such information to the Engineer (prior to seven (7) days hours before the Bid opening). Answers to all such requests will be given in writing to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.

21. WATER FOR CONSTRUCTION

The Contractor shall make the necessary arrangements with the City of Highland Village for securing and transporting water required in the construction. Water required for construction will be provided to the Contractor at no charge, with the exception of water required for any disinfection testing after the initial testing. Water required for subsequent disinfection testing shall be paid for by the Contractor. The water utilized by the Contractor shall be metered. Any cost associated with transporting and utilizing the water will be the Contractor's responsibility.

22. EXCAVATION

The Contractor shall exercise precautions to insure that drainage from adjacent properties is not blocked by his excavations.

23. CONTRACTOR'S BID

The Contractor's Bid shall be on a Unit Price basis for construction of the Project as shown and described in the Contract Documents (Project Manual).

24. CITY'S STATUS

The City shall perform technical review of the Work. He shall also have authority to reject all Work and materials which do not conform to the Contract and to decide questions which arise in the execution of the Work.

25. CITYS' DECISIONS

The City shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents.

26. LANDS FOR WORK

The City shall provide as indicated on the Plans for this Project, the lands upon which the Work under this Contract is to be done, right-of-way for access to same, and such other lands which are designated on the Plans or in the Specifications for the use of the Contractor. Such lands and rights-of-way shall be adequate for the performance of the Contract. Should the Contractor be delayed as a result of lack of access, this shall be cause for an extension of time but not for additional cost.

The Contractor shall provide at his own expense and without liability to the City any additional land and access thereto that may be required for temporary construction facilities.

27. CLEAN UP

The Contractor shall remove at his own expense all temporary structures, rubbish and waste materials resulting from his operations. These requirements shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the property owner thereof. Such permission shall be obtained in writing with a copy submitted to the City prior to disposal operations taking place.

28. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The time of completion is of the essence in this contract. For each calendar day that any Work shall remain uncompleted after the time specified in paragraph 38, liquidated damages shall be deducted from the monies due the Contractor in the amount of $500.00 per day.

29. USE OF EXPLOSIVES

Use of explosives will not be allowed.

30. PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these Plans and Specifications during the life of his contract.

31. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All excavated material or other debris removed from the site as preliminary to the construction shall be removed from the property. Any required disposal permits shall be the sole responsibility of the Contractor.

32. REMOVALS, ADJUSTMENTS AND REPLACEMENTS

Existing concrete to be removed to facilitate the construction of the improvements shall be broken up and disposed of by the Contractor. Care shall be exercised to leave a neat, uniform edge or joint at the excavation limits or sections removed where only portions are to be removed. The Engineer will designate the limits to be removed. Where concrete or facilities are to be replaced, then said replacements shall be to the standard of the previously removed portion or better.

Any existing structures which are not the property of a private firm or company, or an individual required to move their own property, shall be adjusted, altered or reset to the required elevation and alignment. New materials and workmanship necessary shall conform to the requirements of these Specifications covering the particular Work. Salvaged materials in good condition may be used in rebuilding such structures, provided the materials are thoroughly cleaned before their use.

All private obstructions which are indicated on the Plans to be moved, will be removed and replaced, or moved to new permanent locations by the Contractor, without additional payment to the Contractor. Any such additional item which the Contractor moves or causes to be moved for his own convenience shall be at his own expense.

33. CITY OF HIGHLAND VILLAGE APPROVAL

This project is subject to the final approval and acceptance by the City of Highland Village.

34. TRAFFIC CONTROL

The Contractor shall be responsible for providing traffic control during the construction of this Project consistent with the provisions set forth in the "1980 Texas Manual on Uniform Traffic Control Devices for Streets and Highways" and any subsequent amendments, issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 27, 29, 30, and 31. The Contractor will not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the Contractor shall contact the City of Highland Village to remove the sign. In the case of regulatory signs, the Contractor must replace the permanent sign with a temporary sign meeting the requirements of the above-referenced manual, and such a temporary sign must be installed prior to the removal of the existing sign. If applicable to the project, the Contractor must submit a Traffic Control Plan for the construction at least five (5) days prior to commencing work for review and approval by the City of Highland Village.

35. CERTIFICATION

The Contractor shall submit a manufacturer's certification that the material was manufactured and tested in accordance with the referenced Specifications. A report of test results and the certification shall be submitted prior to material shipment.

36. FINAL ACCEPTANCE OF WORK

Final acceptance of the Work is subject to final testing and approval of the Work by the City of Highland Village.

37. WORK AREA

Contractor shall restrict his construction activity to the project site.

38. CONTRACT TIME

It is the City's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Contractor shall complete construction within four hundred and eighty (480) calendar days from the date of beginning specified in the Notice to Proceed.

39. CONTRACTOR'S AFFIDAVIT OF BILLS PAID

The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the project.

40. PAY ITEMS

Bid items provided are intended to be all-inclusive of the work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work.

41. SAMPLES AND TEST OF MATERIALS

Modify the General Provisions, Section 1.42.3, Samples and Tests of Materials.

"The Contractor shall designate and pay a recognized testing laboratory to perform all testing for this project. Such designation shall be subject to the approval of the City. All testing services that the Contractor is required to provide will not be paid for separately, but shall be considered subsidiary to other items of work."

"All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (1983) as amended or supplemented."

42. CONSTRUCTION STAKING

Construction staking will not be provided by the City.

43. COMPLIANCE WITH GENERAL RULES AND LAWS

"Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and comply with all federal, state and local laws, ordinances, rules and regulations. Contractor shall determine how compliance with requirements, laws, rules, and regulations will affect his cost, progress or performance of the Work."

44. RESOLUTION OF DISPUTES

The parties hereby covenant and agree that in the event of any controversy, dispute, of claim, of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute, before filing a lawsuit, the parties agree to submit the matter to alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutral on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of Texas.

45. COMPLIANCE WITH IMMIGRATION LAWS

"Contractor shall take all steps necessary to ensure that all of the Contractor's employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986."

46. APPLICABLE LAWS

Contractor shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

47. CONTRACTOR'S INSURANCE

A. Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of contractor's employees involved in the provision of services under this Agreement with policy limit of not less than $500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00 per claim and $1,000,000.00 in the aggregate.

B. The Contractor's Certificate of Insurance, which will be submitted with the Contractor's payment bond and performance bond, shall include the following provisions: (A) the Contractor's Certificate of Insurance shall bind the insurance to add the City as an additional insured, (B) the certificate shall state "All policies shall be endorsed to read 'This policy will not be cancelled or non-renewed without thirty (30) days advanced notice to the City' and ten (10) days notice for nonpayment of premiums", (C) The insurance shall be written by carriers licensed to do business in Texas and with companies with A: VIII or better rating in accordance with the current Best Key Rating Guide, and (D) the insurance shall include workers' compensation.

48. INDEMIFICATION

City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of contractor pursuant to this agreement. Contractor hereby waives all claims against City, its officers, agents and employees (collectively referred to in this section as "City") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of City or breach of City's obligations hereunder. Contractor agrees to indemnify and save harmless City from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by contractor's negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of contractor, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of City, in whole or in part, in which case contractor shall indemnify City only to the extent or proportion of negligence attributed to Contractor as determined by a court or other forum of competent jurisdiction). Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by contractor under this Agreement. This provision shall survive the termination of this Agreement.

49. WORKERS COMPENSATION

Workers' Compensation Insurance Coverage For All Building Or Construction Contracts

(A) **Definitions**

Certificate of coverage - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096 of the Texas Labor Code)-includes all person or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless or whether that person contracted directly with the Contractor and regardless or whether that person has employees. This includes, without limitation, **independent contractors, subcontractors, leasing companies, motor carriers, and owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project.**

"Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(B) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

(C) The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

(D) If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City, showing that the coverage has been extended.

(E) The Contractor shall obtain from each person providing services on the project, and provide to the City:

(1) a certificate of coverage, prior to that person beginning work on the project, so that the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F)The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(H) The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.

(I) The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011(44) for all its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificate or coverage to be provided to the person for whom they are providing services.

(J) By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes any payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(K) The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

The following is the form of notice of worker's compensation coverage prescribed by the TWCC. Pursuant to Section 110.110(d)(7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must by covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at (512)440-3789 to receive further information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

This required notice should not be attached to the contract. Instead, upon request, the Contractor should be provided with a copy of Section 110.110 and Figure 2 thereto.

Please note that Section 110.110 of Chapter 28 of the Texas Administration Code requires that the governmental entity retain the certificates of coverage provided by the Contractor for the duration of the project and for three years thereafter.

50. DISCLOSURE OF INTERESTED PARTIES

The Contractor shall be required to comply with the rule regarding disclosure of interested parties per the requirements included in the Appendix.

51. PROHIBITION ON BOYCOTTING ISRAEL AND ENERGY COMPANIES; PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

(a) The Contractor verifies that it does not Boycott Israel and agrees that during the term of the Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) The Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Contract will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) The Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

This Section 52 does not apply if the Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Contractor has ten (10) or more fulltime employees and (ii) this Contract has a value of $100,000.00 or more to be paid under the terms of this Contract.

END OF SECTION

SECTION T

TECHNICAL SPECIFICATIONS

SECTION T

TECHNICAL SPECIFICATIONS

1. GENERAL

Materials furnished and construction methods utilized for this project shall be in conformance with the North Central Texas Council of Governments (NCTCOG) "Standard Specifications for Public Works Construction" (Current Edition), as amended or supplemented (**SEPARATE DOCUMENT NOT INCLUDED**) and the City of Highland Village standards and specifications (current version), including the current specifications for and rules governing improvements upon subdivisions of land within the jurisdiction of the City of Highland Village, Texas (copy of City of Highland Village TCSS Manual and Control Monument Data on the City's website). The Texas Department of Transportation "Standard Specifications for Construction of Highways, Streets and Bridges" (current version) (**SEPARATE DOCUMENT NOT INCLUDED**), are applicable where specifically referenced in the Plans or Specifications.

Where conflicts exist, the following documents shall govern in the following order: (1) City of Highland Village standards and specifications; (2) Construction Plans; (3) Project Manual; and (4) NCTCOG's "Standard Specifications for Public Works Construction",

APPENDIX

CITY OF HIGHLAND VILLAGE

VENDOR FORM
AND
VENDOR REQUIREMENTS

City of Highland Village Finance Department
Vendor Form

___ Add Vendor ___ Update Vendor ___ Contractual Employee

Submit Form To: Audrey Junkin, Accounts Payable Telephone #972.899.S089; Fax #972.899.S100
If Vendor requires payment sent to a P.O. Box, we still require the physical address of their place of business.

VENDOR NAME: _____

STREET: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME & TITLE: _____

PHONE: _____ **FAX:** _____

EMAIL: _____ **WEBSITE:** _____

REMIT TO ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

IRS WITHOLDING REQUIRED INFORMATION: Mark one of the following that applies to the type of payment that will be made to the Vendor.

___ Rents ___ Medical/Healthcare Payment (Svcs.) ___ Attorney Proceeds

___ Non-Employee Compensation ___ Goods ___ Services

Initial Here ___ Vendor has not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal or state assistance programs.

To Search Vendor Status: https://www.sam.gov/portal/public/SAM

DEPARTMENTAL APPROVAL: _____ **DATE:** _____
Department Director Signature

Please Note: Incomplete forms will be returned to the requester.

Revised 8.26.2015

Title: **Debarred or Suspended Vendors**

Prepared by: Heather Miller

Effective:

Policy: The City shall not award vendors who have been debarred, suspended or otherwise excluded from or ineligible for participation in federal or state assistance programs.

Purpose: To establish procedures whereby the review of all potential vendors for suspension or debarment is completed prior to the award of a contract or vendor selection.

Scope: The procedure applies to all vendors selected for procurement.

Responsibilities: The Department performing the purchasing is responsible for reviewing the potential vendor against the Excluded Parties List System {EPLS) maintained by the General Services Administration {GSA) and documenting that the selected vendor is not certified as an excluded party.

The Finance Department is responsible for ensuring that this review was performed and documented on the New Vendor Form {Form 1) prior to adding the vendor to Incode.

Definitions: Excluded Parties List System (EPLS) is a list maintained by the General Services Administration (GSA) through the SAM website identifying parties who have been debarred, suspended or otherwise excluded from or ineligible for participation in federal or state assistance programs.

General Services Administration (GSA) is a federal agency providing procurement support for the federal government. This agency is responsible for administrating the contractor suspension proceedings.

Incode is accounting software used by the Finance Department, including the Accounts Payable and Purchasing function.

System for Award Management (SAM) is a website maintained by the GSA in which the EPLS review can be performed.

Procedure:

1.0 Vendors Selected Through the Formal Competitive Bidding Process

1.1 Contacts over $25,000 are subject to the formal competitive bidding process. A criteria of evaluating the contractor's qualifications and specifications of the work perform shall

include a review of the EPLS to ensure that contractor has not been debarred or suspected from federal or state contracts.

1.2 Confirmations of this review shall be documented and retained with the winning contractor's agreement and request for proposal or qualifications.

1.3 Additionally, if the contractor is a new vendor with the City, this review shall be documented on the New Vendor For m.

2.0 All Other Vendors

2.1 Purchases $25,000 and less are not subject to the formal competitive bidding process. Quotes are required for purchases over $3,000. If the vender selected for the purchase is a new vendor with the City, the purchasing department shall review the EPLS to ensure that the vendor has not been debarred or suspended from federal or state contracts.

2.2 The review shall be documented on the New Vendor Form.

3.0 Searching Vendors Through the Excluded Party List System (EPLS)

3.1 Open the SAM website: http://www.sarn.gov/portal/public/SAM

3.2 Select "Search Records"

3.3 Select "Advanced Search- Exclusions"

3.4 Select OK on the terms of the search.

3.5 You may search by name or SSN/TIN.

3.6 If searching by name, click the button titled "Single Search." Enter the vendor name and click "Search."

3.7 If searching by SSN or TIN, click the button titled "SSN/TIN." Enter the vendor's name and social security number or tax identification number and click "Search."

3.8 The results of the search should appear. If the vendor is not on the exclusion list, then no results will be found. If the vendor is found, then they cannot be selected as a vendor.

4.0 Finance Department Review of New Vendor Form

4.1 When the Finance Department receives a New Vendor Form, the EPLS section must be completed along with all other required information before the vendor is added to Incode.

SAMPLE OF TEXAS SALES TAX EXEMPTION CERTIFICATE

01-339

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone *(Area code and number)*
Address *(Street & number, P.O. Box or Route number)*	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number *(must contain 11 digits)*	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico *(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)*	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

State, ZIP code: _____

Description of items to be purchased on the attached order or invoice:

_____

_____

_____

_____

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

_____

_____

_____

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date

ETHICS FORM

ETHICS FORM (SAMPLE)

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

DISCLOSURE OF INTERESTED PARTIES

Chapter 46, Disclosure of Interested Parties (effective December 24, 2015)
Text of Adopted Rule

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

§46.I. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or slate agency entered into after December 31, 2015, that meets either of the following conditions:

(I) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least $1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(I) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract ; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by vi1tue of units, percentage, shares, stock, or otherwise that exceeds IO percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than IO members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) "Interested party" means: (I) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and ce1tification of filing shall notify the commission, in an electronic formal prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all pa1ties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(t) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

CITY OF HIGHLAND VILLAGE

TCSS MANUAL

All construction for the project shall be consistent with and in compliance with the City of Highland Village's current TCSS Manual. The City's TCSS Manual and Control Monument Data are posted on the City's website and can be accessed by utilizing the following tabs:

http://www.highlandvillage.org
Departments
Public Works
TCSS Manual

ADDENDA