



SECTION 1

INSTRUCTIONS TO BIDDERS

1. Bid Form

Bidders shall use the bid forms included in the documents. Bid forms are to be left attached to documents in the same manner as received by the bidders. Supplemental data to be furnished shall be included in the same sealed envelope with the Bid. Bidders are only required to provide total unit prices for each item. The low bidder will be responsible for providing unit prices for materials and labor costs prior to awarding the contract.

2. Delivery of Bid

It shall be the Bidder's responsibility for the delivery of his bid at the proper place by the time stated in the Notice to Bidders. The mere fact that a bid was dispatched will not be considered. Each bid shall be in a sealed envelope plainly marked with the name or description of the project as shown on the front cover of the Contract Documents.

3. Bid Security

Each bid must be accompanied by a certified or cashier's check or an approved bidder's bond made payable to the owner in an amount of five (5%) percent of the largest possible total of the bid as a guarantee that, if awarded the contract, the bidder shall enter into a contract and execute all necessary bonds.

4. Performance, Payment and Maintenance Bonds

Performance, payment, and maintenance bonds in the amount of one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company acceptable to and approved by the city, authorized to do business in the State of Texas, and acceptable for underwriting of risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be one year from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.

5. Bidder's Knowledge of Conditions

Prior to submission of a bid, bidders shall have made a thorough inspection of the site of the work and a thorough examination of the plans and specifications, and shall become informed as to the nature of the work, labor conditions, and all other matters that may affect the cost and time of completion of the work.

6. Interpretation of Document

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the city a written request for an interpretation thereof at least seven (7) days prior to the time of opening of bids. Any interpretation of these documents will be made only by addendum duly issued and a copy of such addendum will be



mailed, emailed, or delivered to each person receiving a set of such documents. The city will not be responsible for any other explanations or interpretations.

7. Standard Specifications

All work for this project including, but not limited to all excavation and paving improvements described in this Bid and Construction Drawings shall be done in accordance with the **FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR: AC NO. 150/5380-6C, GUIDELINES AND PROCEDURES FOR MAINTENANCE OF AIRPORT PAVEMENTS** and **AC NO. 150/5370-10H STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS**, and **THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AS ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**. Other work is controlled solely by the requirements set forth in the Special Provisions.

8. Award of Contract

It is the intent of the City of Stephenville that this project be completed as quickly and economically as is feasible. A tabulation of the bids received will be prepared for consideration by the City Council. It is anticipated that the **BEGIN WORK DATE** will be approximately three (3) weeks or less after the date of the bid opening.

9. Alternate Bids

No bids for alternate work items shall be submitted except as shown on the Bid Form. The Owner reserves the right to choose either the base bid or alternate bid whichever is most advantageous to the Owner. There will be no adjustments to unit prices bid due to the Owner's choice of alternate bids.

10. Protection of the Public

For protection and convenience of the public and emergencies, the successful bidder shall furnish the City with a telephone number at which the contractor can be contacted 24 hours a day during the entire construction period of this project. This telephone number shall be furnished to the City in writing prior to the beginning of construction.

11. Affidavit Against Prohibited Acts

It shall be the successful bidder's responsibility to complete this affidavit (Section 4 of the Contract Documents) prior to execution of the contract by the City of Stephenville. Failure to complete this form may prohibit the contractor's ability to secure the contract.

12. Governing Documents

The work shall conform to the requirements of these specifications and the details, if any, as shown on the drawings. These contract documents are intended to be complementary. Requirements of any of the contract documents are as binding as if called for by all. In the event of conflict between the drawings and the specifications, the interpretation of the drawings shall have priority. In case of conflict between the referenced specifications and the project specifications, the project specifications shall govern.

13. Removal of Defective and Unauthorized Work

All work which has been rejected or condemned shall be repaired or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately



removed from the site of the work. Upon failure of the contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after received notice from the city, the city will, after giving written notice of the contractor, have the authority to cause defective work to be removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the contractor.





SECTION 2

LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

Attention is called to the fact that the inclusion of minimum scale of wages to be paid to employees engaged in the work under this contract does not release the Contractor from compliance with any State Wage Laws that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the rates legally prescribed as set forth herein.

THE STATE OF TEXAS §

AFFIDAVIT

COUNTY OF ERATH §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

"My name is _____ and I am of sound mind and capable of making this affidavit.

"I am the _____ for the _____, which company entered into a contract on the ____ day of _____, 20____, the Contractor shall furnish all labor, equipment, material, supplies, environmental protection, signage, traffic control, secondary sweeping, and other incidentals necessary to provide a chip seal application of emulsified asphalt, cover coat aggregate and a fog seal to an existing roadway within the City of Stephenville, Texas, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Stephenville, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, canceled checks, invoices and statements at any time, and allow the City of Stephenville, to interview any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above said company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law."

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 2024, to certify which witness my hand and seal of office.

Notary Public Signature

Notary's Printed Name

Commission Expires: _____



SECTION 3

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

The State Legislature of the State of Texas at its 1985 Legislative Session passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provide that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in _____ (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

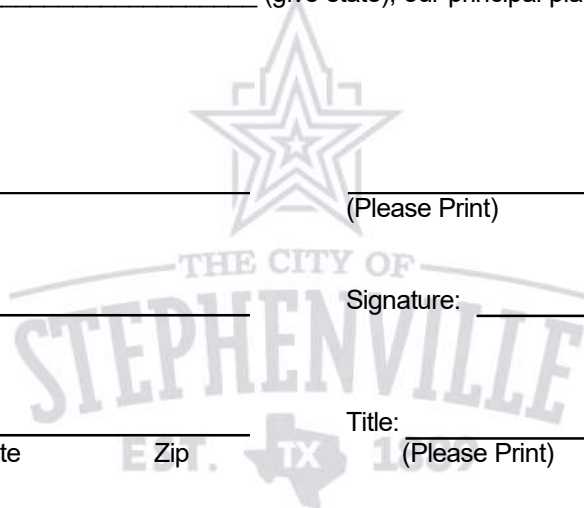
Non-resident contractor in _____ (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER:

Company (Please Print)

Signature:

City State Zip. TX (Please Print)





SECTION 4

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

Signature

Date

ATTEST (if corporation)

Date

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION
TEXAS PENAL CODE

§ 36.02 Bribery

- (a) A person commits an offense if he intentionally or knowingly offers, confers, or agrees to confer on another, or solicits, accepts, or agrees to accept from another:
 - (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official, or voter;
 - (2) any benefit as consideration for the recipient's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or
 - (3) any benefit as consideration for a violation of a duly imposed by law on the public servant or party official.
- (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office or he lacked jurisdiction or for any other reason.
- (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
 - (1) the decision, opinion, recommendation, vote, or other exercise of discretion has occurred; or
 - (2) the public servant ceases to be a public servant.
- (d) An offense under this section is a felony of the second degree.

§ 36.08 Gift to Public Servant by Person Subject to His Jurisdiction

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection, or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf o government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contacts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or is likely to become interested in any matter before the public servant or tribunal.
- (f) A public servant who is a member of or employed by the legislature or by an agency of the legislature commits an offense if he solicits, accepts, or agrees to accept any benefit from any person.

- (g) An offense under this section is a Class A misdemeanor.

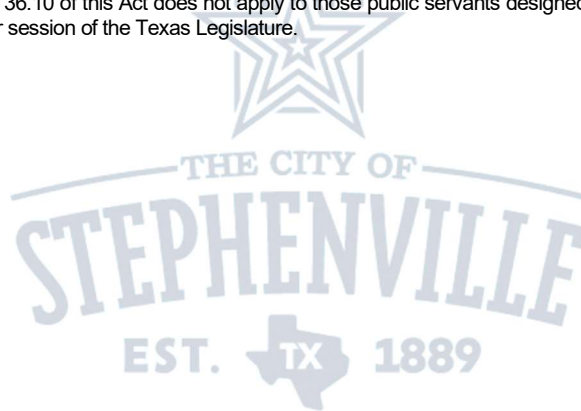
§ 36.09 Offering Gift to Public Servant

- (a) A person commits an offense if he offers, confers, or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
- (b) An offense under this section is a Class A misdemeanor.

§ 36.10 Non-Applicable

Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:

- (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than a public servant;
- (2) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;
- (3) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:
 - (A) not more than one honorarium is received from the same person in a calendar year; and
 - (B) not more than one honorarium is received for the same service; and
 - (C) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the recipient in performance of the services;
 - (D) the honorarium, regardless of amount, is reported in the financial statement filed under Chapter 421, Acts of the 63rd Legislature, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), if the recipient is required to file a financial statement under that Act.
- (4) a benefit consisting of food, lodging, transportation or entertainment accepted as a guest and reported as required by law; or
- (5) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or Section 243, Texas Election Code (Article 14.07, Vernon's Texas Election Code), that is derived from a function in honor or appreciation of the recipient if:
 - (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are non-reimbursable by the state or political subdivision.
- (6) Subsection (5) of Section 36.10 of this Act does not apply to those public servants designed in Section 36.08(f) of this Act 30 days prior to or during a regular session of the Texas Legislature.



SECTION 5

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS
& BOYCOTTING OF ISRAEL**

Govt. Code 808 (HB89) and Govt. Code 2252 (SB252)

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory.

Vendor's Name/Company Name _____

Street Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax _____

Printed Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

