

# CONTRACTOR'S BID

FOR

## 2022C HOUSTON CINTON DR. STREET IMPROVEMENTS RFP 2024-008

BIDDER'S NAME

\_\_\_\_\_  
*(PLEASE PRINT CLEARLY)*

### CHECKLIST OF ITEMS TO BE RETURNED

The following items shall be returned in order for the bid submittal to be considered acceptable:

- |  |  |
|--|--|
| <input type="checkbox"/> Completed Bid Summary Sheet   | <input type="checkbox"/> Bid Security                          |
| <input type="checkbox"/> Completed Unit Price Schedule | <input type="checkbox"/> Acknowledgment of Addenda             |
| <input type="checkbox"/> Completed Bid Form            | <input type="checkbox"/> Completed Bidder's Qualification Form |

PREPARED FOR:



1001 Buchanan Dr. Ste 4  
Burnet, Tx 78611

**ADVERTISEMENT FOR COMPETITIVE SEALED PROPOSALS**  
**RFP 2024-008**

Pursuant to chapter 2269 of the Texas Government Code, the City of Burnet seeks competitive sealed proposals, in envelopes addressed to the City of Burnet, 1001 Buchanan Drive Suite 4, Burnet, Texas 78611, for the **2022C Houston Clinton Drive Street Improvements Project, PID: CIPTR-2022C**, in the City of Burnet, Texas, which will be received at the above-mentioned address until 11:00 A.M., **January 23, 2025**. At such time the proposals will be publicly opened and the name of each offeror and the corresponding price component of each proposal will be read aloud. Bids will be opened in-person;

Proposals must be submitted in sealed envelopes and marked "2022C Houston Clinton Drive Street Improvements "

The Contract Documents and Specifications are available at the City of Burnet. Questions and requests for additional information shall be sent by email to: [ebelaj@cityofburnet.com](mailto:ebelaj@cityofburnet.com). For this project, all bidders will be **required** to accept Addenda and other pertinent information by email, as well as provide written acknowledgement of Addenda as prescribed in the Instructions to Bidders. **No questions or requests for additional information will be accepted later than 5:00 p.m., January 20, 2025.**

Bid packages will be available on CivCast under ID: **CIPTR-2022C**, and at the City of Burnet City Hall, located at 1001 Buchanan Drive Suite 4, Burnet, Texas 78611, Monday through Friday, 8:00 a.m. to 5:00 p.m. for viewing only. Project general conditions and standard specifications manual can be found on the City's website at [www.cityofburnet.com](http://www.cityofburnet.com)

An optional pre-bid conference will be held on **January 16, 2025**, at 11:00 AM via web meeting utilizing Microsoft Teams at the following: Teams Meeting ID: **294 808 432 723** Passcode: **iUZcHj**

A bid security of 5% of the bid amount must accompany each bid or proposal. A certified check or bank draft payable to the City of Burnet may be submitted in lieu of the Bid Bond.

After contract is awarded, the contractor will be required to furnish insurance (Texas affiliate), performance, payment, and maintenance bonds.

The City of reserves the right to waive any irregularity, informality, or nonconformity in the submission of a proposal or to disqualify from consideration any offeror who fails to submit requisite information. The City reserves the right to postpone proposal submission deadlines or cancel this solicitation at any time prior to execution of the contract contemplated by this RFQ.

No bidder may withdraw his bid within ninety (90) days after the actual date of opening thereof and pricing submitted with the proposal must be valid for 90 days following the date of opening listed above.

If you have any questions, please e-mail Eric Belaj at: [ebelaj@cityofburnet.com](mailto:ebelaj@cityofburnet.com).

City of Burnet, Texas  
Eric Belaj, City Engineer

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Newspaper ad published twice:

**Wednesday December 11<sup>th</sup>, 2024**  
**Wednesday December 18<sup>th</sup>, 2024**

CITY HAS COPY OF AFFIDAVIT OF PUBLICATION

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## PROPOSAL INSTRUCTIONS

Project supplements to general conditions and standard specifications manual can be found on the City's website at [www.cityofburnet.com](http://www.cityofburnet.com).

### 1. PROJECT

Objective of Request for Competitive Sealed Bids process is to competitively procure services with a qualified contractor whose Proposal provides best value for Owner (City of Burnet) for the project description below:

*2022C Houston Clinton Drive Street Improvements Project, PID: CIPTR-2022C, in the City of Burnet, Texas*

*Base Bid: Reconstruction of approximately 1,000' of roadway called Houston Clinton Drive from SH-281 to west of Cary Johnson Pkwy. Improvements involve subgrade and geotextile work with base and asphalt pavement, including but not limited to curb & gutter, striping, minor drainage work and grading. Other miscellaneous items include implement traffic control as approved by the city, tie-in to existing roads, and a phased approach to construction. The contractor is required to provide a 1-year 10% maintenance bond.*

*Added Bid Alt1: Approx 1000' of sidewalks.*

*The successful bidder shall furnish all materials, labor, tools, public safety equipment, and incidentals necessary to install roadway pavement and associated components to City locations as set forth in these documents.*

### 2. PROPOSAL EVALUATION

Proposals will be received, publicly opened, and names and monetary proposals of each Offeror read aloud. Subsequently, proposals will be evaluated and ranked according to the selection criteria described in this RFP. Not later than 45 days following the date the proposals were opened, the City will complete the evaluation and ranking of each proposal. The City will select the Offeror whose proposal offers the best value for the City based on the selection criteria and the City's evaluation. The City will enter into contract negotiations with highest ranked offeror for award of a contract to complete the Project. If negotiations with highest ranked firm are unsuccessful, the City will formally close negotiations with that firm and negotiate with next highest ranked firm, and so on. Upon agreement and receipt of the Offeror's signature on the Standard Construction Contract, as contained in this RFP, the city council shall consider award of the contract to the Offeror and upon approval, Contract will be executed by Owner.

The entire RFP and all accompanying documentation should be considered when submitting a responsive proposal. Offerors have responsibility for the completeness and responsiveness of a proposal. The City reserves the right to reject or otherwise disqualify any Offeror whose proposal contains errors even if such errors arise from an Offeror's misinterpretation of the RFP and associated documents. Dates, locations, and times of the proposal submittal are outlined in the Advertisement for Proposal.

The City and Engineer, in making copies of Bid Documents available on above noted terms, do so only for purpose of obtaining Proposals for Work and do not confer a license or grant for any other use.

### 3. SELECTION CRITERIA

The City, through the city council, has delegated authority for evaluation and ranking of proposals to a sub-committee comprised of city council members and/or city staff. The sub-committee will evaluate each Offeror's proposal using the following criteria and weighting:

#### 1. Project Cost: 50 points

Offeror's Proposed Cost of Performing Work shall be indicated in the Bid or Proposal Form.

2. Experience and reputation of Offeror & quality of Offeror's goods: 30 points  
Provide general information about the corporate structure, organization, and professional history of Offeror including value of work under contract and bonding capacity. Organization and a Statement of Qualifications. Include information on Projects of similar size and type which Offeror has performed in the last five (5) years. This list is to include name and a current telephone number of references for each listed project. Offerors shall confirm the ability to procure and install the pre-approved materials as addressed in section 1 above. Offerors who cannot procure pre-approved material shall include information on proposed alternate materials with all information required for an as-equal evaluation per section 1.
  
3. Schedule Compliance: 10 points  
Provide information showing Offeror's approach to scheduling, expected production rates, and processes to ensure schedule compliance. on Offeror's ability to devote adequate resources to the Project. If subcontractors will be utilized by Offeror, include information for schedule control applicable to subcontractors.
  
4. Other Factors: 10 points  
Owner will consider other factors in evaluating Bids, including but not limited to the following:
  - a. The bidder's past relationship with the municipality.
  - b. Audited financial statement.
  - c. Safety: Demonstrated success in implementation of a site safety program.
  - d. Litigation History: Provide a list of all litigation, whether in court or arbitration, involving construction Projects in which Offeror has been a named party in the last five (5) years.

The criteria and weighting for the ranking of Offeror's Proposals is as outlined Below:

Item No.	Evaluation Criteria	Points
1.	Project Cost	50
2.	Experience & Reputation	30
3.	Schedule Compliance	10
4.	Other Factors	10
TOTAL		100

To permit the process of evaluation, ranking, and negotiation to occur as outlined in section 2 above, Offerors may not withdraw their Proposals for 90 calendar days from date on which Proposals are opened. If a submitted BID is withdrawn within the said period, BID guarantee shall become property of the OWNER, not as penalty, but as liquidated damages, and OWNER may pursue other action allowed by law.

Proposal Security of up to the five (5) highest-ranking firms will be held by Owner until contract negotiations are finalized. The successful Offeror, after city council approval of award, must furnish required bonds on forms provided with the Contract Documents. Performance and payment bonds shall be issued in an amount of one hundred percent (100%) of the contract amount from a solvent Surety company, authorized to do business in the State of Texas and acceptable to the OWNER. Prior to the City's final acceptance of the Work and payment of retainage, the selected Offeror shall issue the City a Maintenance Bond with a one-year term and a penal sum of ten (10) percent of the contract amount.

#### 4. OTHER PROCEDURES

Owner may conduct such investigations as Owner deems necessary to assist in evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors in accordance with information submitted with a proposal.

Owner, at its discretion, may also choose to conduct interviews with the selected Offerors. Failure to participate in the interview may result in disqualification. Should Owner choose to conduct interviews with top ranking Offerors, they will be notified of:

1. Time and place for interview.
2. Interview format and agenda.
3. Individuals that are expected to participate in the interview.

Owner reserves right to adopt most advantageous interpretation of Proposals submitted in case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities.

**SECTION 003**

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003 ACKNOWLEDGMENT OF ADDENDA

Acknowledgement of Addenda:

All Addenda must be acknowledged below in the space provided. Alternatively, Addenda may be acknowledged on the outside of the sealed envelope submitted for bid next to the project name. Inclusion of the full text of any Addendum in this bid packet will also constitute the bidder's acknowledgement of that Addendum.

Bidder's Name: \_\_\_\_\_

(Fill in Bidder's Name exactly as it appears on pages 2 and 3 of the Bid Form)

I have received, acknowledge, and accept all of the following Addenda:

ADDENDUM NO.	SIGNATURE

Total Bid Amount in numbers:

Total bid in numbers (as tabulated on the Unit Price Schedule): \$ \_\_\_\_\_

The total bid in numbers above will be used to determine the apparent low bidder. The contract award will be based on bid amounts tabulated and verified by the Engineer.

004 CONFLICT OF INTEREST QUESTIONNAIRE

004.1 INSTRUCTIONS

CONFLICT OF INTEREST  
DISCLOSURE

IMPORTANT NOTICE TO VENDORS AND BIDDERS- NEW STATE LAW

**Chapter 176 of the Local Government Code requires the filing of Conflict of Interest Questionnaires (CIQ) by certain individuals and businesses.**

The questionnaires require disclosures describing certain business and gift giving relationships, if any, the filers may have with Local Government Officers or a member of a governing body of a local government entity.

The law applies to:

- Businesses and individuals who contract with the City,
- Businesses and individuals who seek to contract with the City (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealing with the City

A copy of the required reporting form is attached. [Form CIQ](#)

As part of the contracting process with governmental entities, Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form (“Disclosure of Interested Parties”) at the time you submit your signed contract to the City. For further information please go to the Texas Ethics Commission website via the following link.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file it with the City's Secretary at 1001 Buchanan Dr. Suite 4, Burnet, Tx 78611.



004.2 CIQ FORM SAMPLE

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

**4** Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

004.3 FORMS TGC 2271, 2274.01/02, & SB 252

# Certification of No Boycott

## No Boycott Israel

If Contractor/Vendor is a "Company", as that term is defined in Section 808.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the term of the Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2271.002.**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "Boycott Israel" means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes". Furthermore, Texas Government Code §808.001 states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2271.001(2) excludes sole proprietorships from this definition of "Company".

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

---

### ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION - No Boycott Israel - FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §808.001 and §2271.001.
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the City.

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Name

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Signature

---

Date

# Certification of No Boycott

## No Boycott Energy Company

If Contractor/Vendor is a "Company", as that term is defined in Section 809.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott energy companies and (ii) will not boycott energy companies during the term of Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2274.002.**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §809.001(1) states that "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)". Furthermore, Texas Government Code §809.001(2) states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2274.001(2) excludes sole proprietorships from this definition of "Company".

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

---

### ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION – No Boycott Energy Company - FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §809.001(2) and §2274.001(2).
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the City.

---

Name

---

Signature

---

Date

# Certification of No Boycott

## No Discrimination against Firearm and Ammunition Industries

If Contractor/Vendor is a "Company", as that term is defined in Section 2274.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2274.002**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §2274.001(3) states that " discriminate against a firearm entity or firearm trade association " means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association". Furthermore, Texas Government Code §2274.001(2) states that the term "Company" means a "a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship."

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

**ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION –No Discrimination against Firearm and Ammunition Industries- FOR THE REASONS CITED BELOW**

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §2274.001(2).
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the City.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SENATE BILL 252 – CHAPTER 2252 VERIFICATION**

Effective September 1, 2017 contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately cause the work under contract with the City to stop, and notify the City of Burnet, office of the City Manager. I understand that any cost associated delays or cancellation of such work regarding this certification will not be compensated by the City. Furthermore, I understand that the City may consider this association as noted above, a breach of contract and may terminate the contract.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

005 BID FORM



**PROPOSAL FORM**  
**Cost of Work – Selection Criteria 1**

PROJECT IDENTIFICATION: 2022C HOUSTON CLINTON DRIVE STREET IMPROVEMENTS

PROJECT IDENTIFICATION NUMBER (PID): CIPTR-2022C

THIS PROPOSAL IS SUBMITTED TO: Mr. Eric Belaj, City Engineer, City of Burnet, Texas

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Proposal Price and within the Proposal Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. Offeror accepts all of the terms and conditions of the Request for Proposal, including without limitation those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for ninety (90) days offer the day of Proposal opening. Offeror will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the City within ten days after the date of OWNER'S Notice of Award.
3. In submitting this Proposal, Offeror represents, as more fully set forth in the Agreement, that:

(a) Offeror has examined and carefully studied the RFP and included documents; including (but not limited to) the following:

BID PACKET – All portions of the RFP, including the Contract, General Conditions, and any Special and /or Supplementary Conditions

DRAWINGS – Most current set of drawings

SPECIFICATIONS – Most current City of Burnet Technical Construction Standards, Specifications Manual, and any other as stated in the construction drawings.

ADDENDA - Acknowledged on the Proposal Summary Sheet or on the sealed proposal envelope

- (b) Offeror has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- (c) Offeror is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) Offeror has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Offeror accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Offeror is entitled to rely as provided in the General Conditions. Offeror acknowledges that such reports and drawings are not Contract Documents and may not be complete for Offeror's purposes. Offeror acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the RFP with respect to Underground Facilities at or contiguous to the site. Offeror has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Offeror and safety precautions and programs incident thereof. Offeror does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Proposal for performance and furnishing of the Work in accordance with the limes, price and other terms and conditions of the Contract Documents.
- (e) Offeror is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Proposal is submitted as indicated in the Contract Documents.
- (f) Offeror has correlated the information known to Offeror, information and observations obtained from visits to the site, reports and drawing identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) Offeror has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Offeror has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Offeror, and the Contract

Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

- (h) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offeror has not directly or indirectly induced or solicited any other offeror to submit a false or sham Proposal; Offeror has not solicited or induced any person, firm or corporation to refrain from bidding; and Offeror has not sought by collusion to obtain for itself any advantage over any other Offeror.
4. Measurement shall be based solely on Plan Quantities as listed in the Unit Price Schedule; no quantities shall be measured in the field for payment purposes. Offeror will complete the Work in accordance with the Contract Documents for the Unit Prices and Quantities listed on the Unit Price Schedule for the total bid in numbers as entered on the Proposal Summary Sheet.
5. Offeror agrees that the Work will be substantially complete, and completed and ready for final payment in accordance with the lines specified in Article 3 of the Standard Form of Agreement. Offeror accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the lines specified in the Agreement.
6. The following documents are required to be attached to be made a condition of this Proposal:  
(a) Required Proposal Security in the form of certified check, cashier's check or corporate surety bond.
7. Communications concerning this Proposal shall be addressed to:

Mr. Eric Belaj, PE, CFM  
City Engineer  
City of Burnet  
1001 Buchanan Drive Suite 4  
Burnet, Texas 78611  
(512) 756-609  
[ebelaj@CityofBurnet.com](mailto:ebelaj@CityofBurnet.com)

The address of Offeror indicated below:

8. Terms used in this Proposal which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.
9. SUBMITTED on \_\_\_\_\_, 20\_\_\_\_\_.

We, the undersigned, propose to furnish the item listed below and guarantee that if we are awarded the bid, we will furnish the goods in accordance with the attached documents and the City's Technical Construction Standard Manual and Other Specifications and Conditions in the bid and contract documents. Proposalsdoers will be required to fill out State of Texas Conflict of Interest Questionnaire, form TGC 2270 and no boycott forms, and other requested forms by the City.

**TOTAL SUM PROPOSAL PRICE: \$ \_\_\_\_\_ in US Dollars.**

**The Base Proposal of the undersigned bidder based upon the quantities shown and the unit prices**

**bid Spell-Out): \_\_\_\_\_  
\_\_\_\_\_ Dollars, and \_\_\_\_\_ Cents.**

By submitting this proposal, the submitter understands that they must enter into an agreement with the City for the award of this contract. The City may enter into a contract that restricts the total contract amount, total contract time, or number of accounts served.

BID PRICE IS GUARANTEED FOR 90 (NINETY) DAYS AFTER BID OPENING BY CITY.

The City of BURNET shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City of BURNET all such information and data for this purpose, as the City of BURNET may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Burnet, whereas the bidder is qualified to carry out properly the terms of the contract.

If Offeror is:

An Individual

By \_\_\_\_\_ (SEAL)  
*(Individual's Name)*

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
*(Firm Name)*

\_\_\_\_\_ *(General Partner)*

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

A Corporation

By \_\_\_\_\_ (SEAL)  
*(Corporation Name)*

\_\_\_\_\_  
*(State of Incorporation)*  
By \_\_\_\_\_ (SEAL)  
*(name of person authorized to sign)*

\_\_\_\_\_  
*(Corporate Seal) (Title)*

Attest \_\_\_\_\_  
*(Secretary)*

Business address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_ (SEAL)  
*(Name)*

\_\_\_\_\_  
*(Address)*

By \_\_\_\_\_ (SEAL)  
*(Name)*

\_\_\_\_\_  
*(Address)*

Phone No.: \_\_\_\_\_

Email 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).

006 BID BOND FORM

**BID BOND**

THE STATE OF TEXAS                    §  
  §                   KNOW ALL BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_               §

That we, \_\_\_\_\_, as Principal herein, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the **City of Burnet, Texas**, located in **Burnet County, Texas**, Obligees herein, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Proposal, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which is hereto attached and made a part hereof for all purposes, for the construction of the \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if the said Principal shall not withdraw said Proposal within the period specified therein after the opening of same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into written Contract with the Obligees in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Proposal within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Obligees the difference between the amount specified in said Proposal and the amount for which the Obligees may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
(Principal) Secretary

Name: \_\_\_\_\_

(S E A L)

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
SURETY

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

Name: \_\_\_\_\_

Attorney in Fact

(S E A L)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

Telephone Number: \_\_\_\_\_

**An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.**

007 BIDDER QUALIFICATION FORM



## **Bidder Qualification Form - Construction**

*(Firm must prepare this statement in the form shown)*

The undersigned bidder certifies that the information herein is true, correct, complete and accurate. Elaboration on the following information or additional information deemed to be useful for evaluation of bidder's capabilities or to prevent misleading representations may be attached to this form. With exception to material and equipment suppliers, any subcontractor completing 25% or more of the project in terms of cost, is required to fill out this form.

Date: \_\_\_\_\_ Texas License Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Bidder (Legal Name of Firm): \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

President (or Managing Partner, etc.): \_\_\_\_\_

Dun and Bradstreet Number (if any): \_\_\_\_\_

Years in Business Under Present Name: \_\_\_\_\_

List all other names under which your business has operated in the last 10 years:

\_\_\_\_\_

Work Presently Under Contract (\$): \_\_\_\_\_

Work in place last year (\$): \_\_\_\_\_

Total Bonding Capacity (\$): \_\_\_\_\_

*(Attach a letter from Bonding Co. evidencing bonding capacity)*

Value of Work Presently Bonded (\$): \_\_\_\_\_

Bonding Company: \_\_\_\_\_

Bonding Agent: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Total Staff Employed by Firm *(Break down by Managers and Trades on separate sheet)*: \_\_\_\_\_

Contracting Specialty *(Indicate trades in which bidder performs)*: \_\_\_\_\_

Union Affiliations:  Local  National

Years Performing Work Specialty: \_\_\_\_\_ Percentage of Work Performed by Firm's Own Forces: \_\_\_\_\_

Is the Bidder in compliance with all applicable EEO requirements?  Yes  No  
(If the answer is no, please attach summary of details on a separate sheet)

**Bank References**

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Has the firm or predecessor firm been involved in a bankruptcy or reorganization?  Yes  No  
(If the answer is yes, please attach summary of details on a separate sheet)

**Relevant Experience**

Bidder should have successfully completed (substantially on-schedule, on-budget) at least three projects of similar size and nature for which they are submitting qualifications. List projects on a separate sheet with the following information on each and attach hereto:

1. Experience:

Project (Name, Location and Contact)

Architect (N/A if not applicable):

Engineer:

Contract Amount: \$

Date Completed (Month/Year)

Scope of Work: \_\_\_\_\_

List below any/all Contract(s) awarded to Bidder which it has failed to complete (If applicable, attach a separate sheet):

Project (Name and Location): \_\_\_\_\_

Contract with: \_\_\_\_\_

Brief Explanation of Cause and Resolution: \_\_\_\_\_

2. The reputation of the bidder and of the bidder's goods or services:

Provide general information about Organization and a Statement of Qualifications. Include information on Projects on similar which Offeror has had significant involvement in the last five (5) years, or that demonstrate experience with similar Projects. See proposal instructions to bidders. Add separate sheet as needed.

3. Experience/Qualifications of Sub-Contractor(s):

Provide information on Sub-Contractor(s) who are to complete 25% or more of the project in terms of cost, qualifications including information on Projects of similar which Sub-Contractor(s) has been in charge of in the last five (5) years, or that demonstrate experience with similar Projects. See proposal instructions to bidders.

4. Other Factors:

Owner will consider other factors in evaluating Bids, including but not limited to the items indicated in the proposal instructions.

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Has your company or company's principal(s), under contract as a prime contractor or sub-contractor, performed work with the city?

yes       no

Please Describe if yes: \_\_\_\_\_

If your company or company's principal(s) have performed work for the city as a prime contractor or sub-contractor, were any of those prior contracts subject to liquidated damages?

yes       no

Please Describe if yes: \_\_\_\_\_

List on a sheet attached hereto a flowchart of the project team that is anticipated to work or manage this project. Also list a resume of the project team including the field supervisor or superintendent. List at least 3 references, one of which is from either the insurance or bond company intended to be used for this project.

List on a sheet attached hereto all judgments, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach to this form Bidder's current Financial Statement (assets/Liabilities), preferably audited.

A bid may be disqualified if the company or company's principal(s) have prior work experience with the city, as a prime consultant or sub-consultant, and the contract for that work was subject to liquidated damages. After the public bid opening, if a bidder does not respond to information requests regarding their statement of qualifications within 3 business days, the bid may be disqualified.

Signature: \_\_\_\_\_

Name (Officer or Partner): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT OF AUTHENTICITY**  
*Must be included with Bidder's Qualifications*

STATE OF TEXAS :

COUNTY OF :

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, the undersigned officer,  
personally appeared \_\_\_\_\_, who acknowledged her/himself to be the  
\_\_\_\_\_ of \_\_\_\_\_  
*[title]* *[Contractor's full name]*

being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the  
name of the said contractor by her/himself as such \_\_\_\_\_, executed the  
*[title]*  
foregoing instrument for the purposes therein contained by signing her/his name.

STATE OF TEXAS :

COUNTY OF :

Sworn to and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_  
*(name of signer)*

\_\_\_\_\_  
Notary Public's Signature

008 CONTRACT

**STANDARD CONSTRUCTION CONTRACT**

**STATE OF TEXAS**

**§**

**§**

**KNOW ALL MEN BY THESE PRESENTS:**

**§**

**COUNTIES OF BURNET**

**THIS CONTRACT** is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF BURNET (hereinafter referred to as “**OWNER**”) and \_\_\_\_\_ (hereinafter referred to as “**CONTRACTOR**”). In consideration of the mutual covenants set forth, the OWNER and CONTRACTOR agree as follows:

**Article I. Work**

The CONTRACTOR shall perform all of the work as specified in the Contract Documents pertaining to this project. The work is generally described as follows:

**2022C Houston Clinton Drive Street Improvements Project, PID: CIPTR-2022C**

**ATTACHED ADDENDUM**

Addenda numbers **0** to **0** , inclusive.

Plans and Specification prepared by: The City of Burnet

**CITY OF BURNET**

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR’s own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

**Article II. Contract Documents**

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; notice of award and notice to proceed, advertisement, if any; instructions to bidders, if any; proposal or bid form and construction duration, if any; bid bond, if any; bidder qualification form and affidavit of authenticity, if any; addendum, conflict of interest form and no boycott forms; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance, payment, and maintenance bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Burnet, as amended, and, any additional documents incorporated by reference. These form the Contract Documents, and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

### **Article III. Contract Time**

The CONTRACTOR shall perform and complete all the items or work listed and referred to in the Contract Documents within \_\_\_\_\_ calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

### **Article IV. Contract Price**

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents for the sum of \$ \_\_\_\_\_. Associated payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

### **Article V. Debts**

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

### **Article VI. Miscellaneous Provisions**

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications aforementioned, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER reserves the right to select to build the project herein in whole or in part as needed to meet budget constraints, coordination with other project, or to better align with the needs of the OWNER. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

**CONTRACTOR: NAME**

**CITY OF BURNET**

Signature By: \_\_\_\_\_

\_\_\_\_\_  
David Vaughn

Name: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
City Secretary, Maria Gonzalez

Address for giving notices:

Address for giving notices:

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

1001 Buchanan Dr. Suite 4  
Burnet, Tx 78611



**009 REQUEST FOR INFORMATION**

Communications concerning this Bid shall be addressed to:

Eric Belaj, PE, CFM  
*City Engineer*  
CITY OF BURNET  
1001 Buchanan Dr. Ste 4  
Burnet, Tx 78611  
[ebelaj@cityofburnet.com](mailto:ebelaj@cityofburnet.com)

010 PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

**PERFORMANCE BOND**

THE STATE OF TEXAS                    §  
   §                    KNOW ALL BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_ §

That we, \_\_\_\_\_ [CONTRACTOR], as Principal herein, and \_\_\_\_\_ [SURETY], a corporation organized and existing under the laws of the State of Texas and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the **City of Burnet**, Obligee herein, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, herein referred to as “the Contract” and incorporated herein and made a part hereof for all purposes, for the construction of the following project: **2022C Houston Clinton Street Improvements**.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal’s failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within ten (10) calendar days from receipt of Obligee’s notice of Principal’s default, commence and thereafter complete performance of Contractor’s obligations under the Contract. Surety acknowledges that its obligations under this bond and as detailed herein and in the Contract Documents are not conditioned on a termination of the Principal by the Obligee. Surety further acknowledges and agrees that Surety shall obtain the Obligee’s approval and consent with respect to the contractor(s) that Surety may retain to replace defaulted Principal or otherwise honor the obligations under this Bond.

This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**The date of bond shall not be prior to date of Contract.**

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(S E A L)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
SURETY

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

Name: \_\_\_\_\_  
Attorney in Fact

(S E A L)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

Telephone Number: \_\_\_\_\_

**An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.**

Approved as to Form:

**City of Burnet  
1001 Buchanan Drive, Suite 4  
Burnet TX. 78611**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PAYMENT BOND**

THE STATE OF TEXAS                    §  
  §                   KNOW ALL BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_               §

That we, \_\_\_\_\_, as Principal herein, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State of Texas and who is authorized and admitted to use surety bonds in the State of Texas, as surety, are held and firmly bound unto the **City of Burnet** located in **Burnet, Texas**, Obligee herein, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which contract is hereby referred to herein as “the Contract” and is incorporated herein to the same extent as if copied at length, for the following project: **2022C Houston Clinton Street Improvements.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were

copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**The date of bond shall not be prior to date of Contract.**

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Attorney in Fact

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(S E A L)

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
Secretary

(S E A L)

\_\_\_\_\_  
Witness as to Surety

**An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.**

Approved as to Form:

**City of Burnet**  
**1001 Buchanan Drive, Suite 4**  
**Burnet TX. 78611**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Maintenance Bond**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Bond No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Project Name \_\_\_\_\_

Know All Men By These Presents: That \_\_\_\_\_  
of the City of \_\_\_\_\_, County of \_\_\_\_\_, and  
State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, **a solvent  
company authorized under laws of the State of Texas** to act as Surety on bonds for principals, is licensed and have an office in Texas are  
held and firmly bound unto City of Burnet (Owner or Obligee), in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_ U.S.) for payment  
whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and  
assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as  
if copied at length herein.

Whereas, the penal sum above is intended to represent ten percent (10%) of the total sum of the contractual obligation to the Owner.

Whereas, the said Principal has completed and the Owner has accepted as being complete in accordance with applicable construction  
documents (this bond shall become effective only after such completion and acceptance) infrastructure improvements (Described as "Work")  
project contractually known as: \_\_\_\_\_

Whereas, the Owner requires that the principal furnish a bond conditioned to guarantee for the period of One (1) years after Owner has  
accepted as being complete in accordance with applicable construction documents, against any defects in workmanship and materials which  
are the responsibility of the Principal.

**Now, therefore, the condition of this obligation is such, that said Principal shall indemnify the Obligee for all loss that the Obligee  
may sustain by reason of defective materials or workmanship which may become apparent before the expiration of the period of One  
(1) year after Owner has accepted as being complete in accordance with applicable construction documents. In the event that  
Principal does not make necessary repairs in a timely manner, then this bond to remain in full effect.**

This obligation does not cover normal wear and tear of materials, misuse by Obligee or third party, failure of Owner to perform owner  
required maintenance, not any defects not addressed and known to Obligee prior to acceptance, nor any defects discovered or occurring after  
the expiration period set above.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities  
on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Name and address of Resident Agent of Surety:  
\_\_\_\_\_  
\_\_\_\_\_

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements  
established by law or by Owner pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.