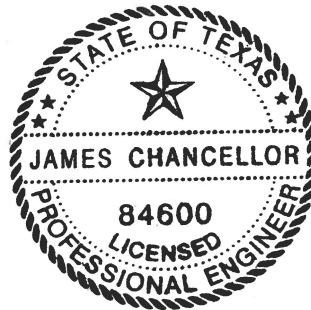


**TOWN OF FAIRVIEW**

**FOXGLEN GROUNDWATER**  
**DRAINAGE PROJECT**

MAY 2024



*James Chancellor*  
May 16, 2024

372 TOWN PLACE, FAIRVIEW, TX 75069

PREPARED BY:  
JAMES CHANCELLOR, PE  
TOWN ENGINEER

CONTACT INFO: 972-886-4235, [JCHANCELLOR@FAIRVIEWTEXAS.ORG](mailto:JCHANCELLOR@FAIRVIEWTEXAS.ORG)

## INSTRUCTIONS TO BIDDERS

1. Each proposal shall be legibly written or printed in ink, on the proposal form provided in this bound copy of proposed Contract Documents. No alterations in proposal, or in the printed forms thereof, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Town may require the bidder to identify any alterations so initialed. No alteration in any proposal, or in the proposal form on which it is submitted, shall be made by the person after the proposal has been submitted by the bidder. Any and all addenda to the Contract Documents on which a proposal is based, properly signed by the bidder, shall accompany the proposal when submitted. The bidder may withdraw his proposal any time prior to the bid opening date and time stipulated in the Notice to Contractors.

Each proposal submitted shall be enclosed in a sealed envelope, addressed to the Town of Fairview, 372 Town Place, Fairview, Texas 75069, identified on the outside with the words "Proposal for Foxglen Groundwater Drainage Project" and identifying the bidder. Proposals shall be delivered to the Town Engineer by 2:00 pm, May 29, 2024 at such time bids will be publicly opened and read aloud. **Facsimile Transmittals Will Not Be Accepted.**

All bids will be tabulated for the Town Council by the Town Engineer. The Town Council will determine the lowest responsible bid, after considering the recommendations of the Town Engineer, determine whether such bid is that of a responsible bidder, and award a contract to the Contractor determined to be the lowest responsible bidder. The Fairview Town Council will authorize the Town Manager to enter into a contract with said Contractor.

2. Each Proposal shall be accompanied by either a cashier's check, a certified check, or an acceptable bid bond in an amount of not less than five percent (5%) of the proposed bid price, made payable without conditions to "Town of Fairview, Texas", and the amount of the said proposal Guarantee may be retained by and forfeited to the Town as liquidated damages if the proposal covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within the ten (10) days after such award is made by the Town.

The proposal guarantee deposit of the unsuccessful bidders will be returned if and when their proposals are rejected. The proposal guarantee deposit of the bidder to whom a contract is awarded will be returned provided, and when, said successful bidder executes a contract and files satisfactory bonds as hereinafter stipulated. The proposal guarantee deposit of the second and third lowest responsible bidders may be retained for a period of not to exceed sixty (60) days pending the execution of the contract and bonds by the successful bidder.

3. Accompanying his proposal, each bidder shall furnish an experience list of similar work along with such other information as will tend to show the bidder's ability to prosecute the required work. The Bidder shall have a minimum of three years experience and successful history in the

performance of similar work. The Town may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work. The experience list is not required for those bidders who have performed similar work for the Town of Fairview within the past 5 years.

4. Each bidder shall carefully examine the Specifications, and other Contract Documents, shall visit the site and fully inform himself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and his bid shall be based upon his own conclusions from such examination. Each bidder shall inform himself concerning all Federal, State, and local laws, ordinances or regulations which may in any manner affect his proposed construction operations, or those engaged or employed on the work or the material or equipment. Should a bidder find discrepancies in, or omissions from, the Plans, Specifications or other Contract Documents, he should at once notify the Town Engineer and obtain clarification or interpretation prior to submitting any bid.

Any interpretation of the proposed Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person obtaining a set of such documents from the Town Engineer. The Town will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

5. Each bidder to whom a contract for the work is awarded will be required to furnish surety as follows:

Performance Bond: A contract bond to the Town, in an amount equal to 100 percent (100%) of the not to exceed contract price.

Payment Bond: A payment bond to the Town, in an amount equal to 100 percent (100%) of the not to exceed contract Price.

The bonds shall be executed in three (3) counterparts on the forms bound herein, signed by an acceptable surety company authorized to do business in the State of Texas as required by Article 5160 V.A.T.C.S.

Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their power of attorney.

Certificates of Insurance: Satisfactory certificates of insurance shall be filed with the Town in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS in the Contract Documents.

6. The Bidder's attention is directed to Texas House Bill 11 (72nd Legislature, 1st C.S.) which amended the Texas Tax Code Section 151.311. This amendment provides that by the CONTRACTOR entering into a separated contract, The CONTRACTOR will become a seller of materials purchased for the project, which will obviate paying taxes, on materials incorporated into the project.

7. No bidder may submit more than one proposal. Two proposals under different names will not be received from one firm or association.
8. No bidder may withdraw his proposal for a period of sixty (60) days after the date and hour set for the opening herewith. A bidder may modify or withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the same persons or person who signed the Proposal.
9. The Town reserves the right to accept the bid which, in its judgment, is the lowest responsible bid; to reject any or all bids; and to waive irregularities or informalities in any bid submitted. Bids received after the specified time of closing will be returned unopened. Conditional or qualified bids will not be accepted.
10. None of the Instructions to Bidders, Proposal, Performance Bond, Payment Bond, Contract Agreement, General Conditions, Special Conditions or Specifications shall be removed from the bound copy of the Contract Documents prior to filing the proposal contained therein.
11. Each bidder shall sign his proposal, using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature of one of the members of the partnership or by an authorized representative and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held to be the individual signing. When requested by the Town, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished.
12. The Notice of Award shall be accompanied by the necessary Contract Agreement and Bond forms. The Bidder to whom the Contract is awarded will be required to execute the Contract Agreement and obtain the Performance and Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date when notice of Award is delivered to the bidder. In case of failure of the bidder to execute the Contract Agreement, the Town may at its option consider the bidder in default, in which case, the bid security accompanying the Proposal shall become the property of the Town.
13. The Town, within ten (10) days of receipt of acceptable Performance Bond, Payment Bond, Certificates of Insurance and Contract Agreement signed by the bidder to whom the contract was awarded, shall sign the Contract Agreement and return to the bidder two (2) executed copies of the Contract Agreement. The Bidder may withdraw his signed Agreement should the Town not execute the Agreement within the stated period by written notice to the Town.
14. The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the Town. The time may be extended by mutual agreement between the Town and Contractor. If the Notice to Proceed has not been issued within the specified time or mutually

agreed upon extension, the Contractor may terminate the Contract Agreement without further liability on the part of either party.

15. Attention is called to the fact that not less than the federally determined prevailing wage rate, as issued by the U.S. Department of Labor, must be paid on this project.

16. The Town intends to award the Contract to a bidder that will be doing a substantial portion of the work rather than through subcontracts. The bidder must complete the item in the Proposal regarding the amount of work to be done by the Prime Contractor. The Town reserves the right to consider this breakdown in awarding the Contract.

17. Each Bidder shall list all subcontractors they propose to use on this project for which the amount of the subcontract is in excess of \$10,000. The list shall include the name and address of the subcontractor, the work they will be performing and the amount of the subcontract. The Bidder shall also complete a Statement of Qualifications and Experience for each subcontractor. The Contractor shall not change subcontractors or enter into contract with subcontractors not listed without prior approval by the Town. The Town reserves the right to refuse any or all requests for changes.

## TOWN OF FAIRVIEW

### NOTICE TO BIDDERS

1. Sealed bids (proposals) addressed to the Town of Fairview (Town), 372 Town Place, Fairview, Texas 75069, will be received at Town Hall until **2:00 p.m. on WEDNESDAY, MAY 29<sup>TH</sup>, 2024**

### FOXGLEN GROUNDWATER DRAINAGE PROJECT

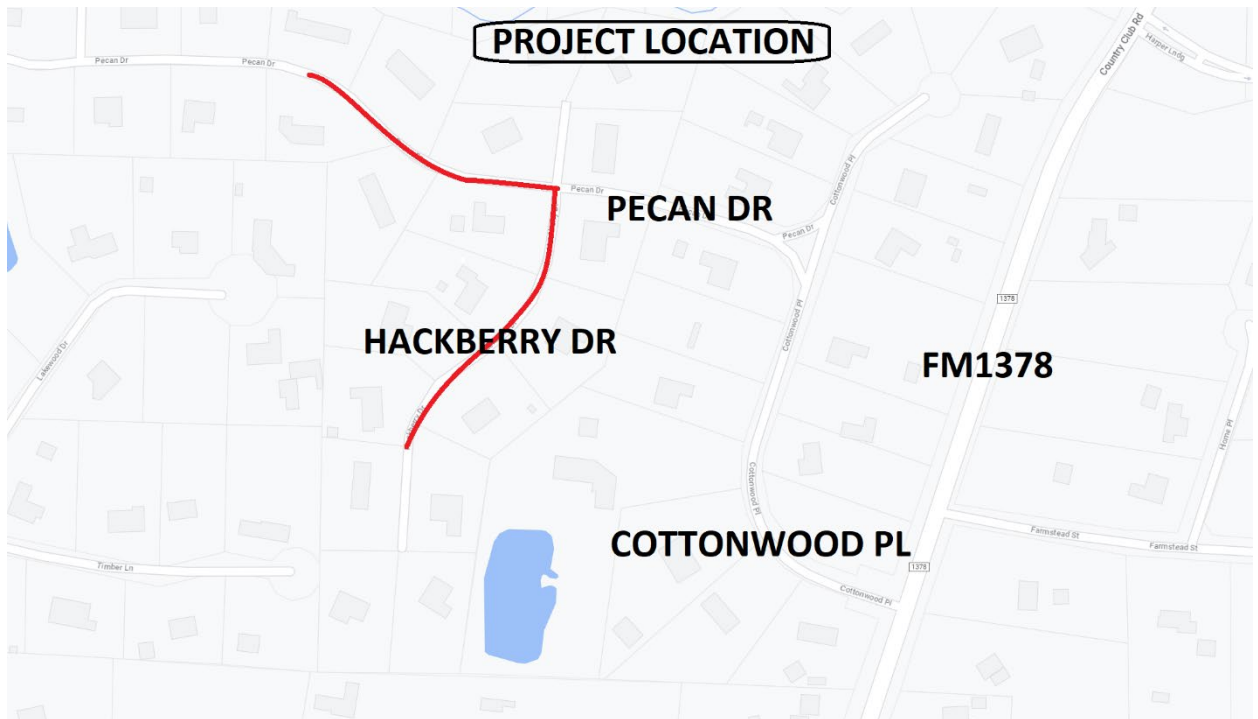
At such time bids will be publicly opened and read aloud.

2. The work consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for stormwater improvements to deal with groundwater entering into roadside ditches along Pecan and Hackberry Drive consisting of:
  - Installation of 615 LF of perforated, filter-wrapped 12" diam stormpipe with gravel embedment
  - Installation of 150 LF of perforated, filter-wrapped 8" diam stormpipe with gravel embedment
  - Modification of 10 existing concrete headwalls by the partial bottom removal and the installation of an internal smaller headwall for the stormpipes to be installed
  - Importing of 285 cu. Yds. of topsoil
  - Installation of 1,420 SY of Bermuda Sod with watering to establish said sod
3. Plans and Specifications for the work may be downloaded at [www.fairviewtexas.org](http://www.fairviewtexas.org), Engineering Dept Bid Tab or Civcast.

TOWN OF FAIRVIEW, TEXAS

James Chancellor, PE  
Town Engineer

# LOCATION MAP



# TOWN OF FAIRVIEW

## VARIOUS RESIDENTIAL STREET PROJECTS

### CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Fairview, Collin County, Texas, Party of the First Part, hereinafter referred to as the "Town", and \_\_\_\_\_ Party of the Second Part, hereinafter referred to as the "Contractor" for Construction of various drainage improvements including furnishing all labor, equipment and materials (except as otherwise specified) and performing all work necessary for the construction.

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, before the contract time expiration. The work shall be in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work at stated intervals and in the amount certified by the Town Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Town, all sums due the Contractor by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Town after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" as the same are listed and described in Paragraph 1.9 of SECTION: GENERAL CONDITIONS bound herein, and said "Contract Documents" are hereby made a part of this Agreement as fully as if set out at length herein, and that this Contract is limited to the items in the Proposal as signed by the "Contractor" and included in the "Contract Documents".

ARTICLE 5. The Contractor agrees to perform all of the work described in the Contract Documents for the unit prices and total contract price as submitted in the Bid, in the total amount of \_\_\_\_\_ taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract



Documents. Contractor agrees to a substantial completion time of 60 days and final completion of 90 days from the date of the Notice to Proceed.

ARTICLE 6. The Contractor agrees that the sum of Three Hundred Dollars (\$300.00) in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day that the work remains incomplete beyond the Contract time for completion, or within such extra time as may have been allowed by an extension approved by the Town.

ARTICLE 7. The Contractor agrees to submit a Maintenance Bond prior to the release of final retainage for 100% of the value of the Contract Amount for a period of two years from the date of final acceptance.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in three (3) copies, all of which to all intents and purposes shall be considered as the original.

ARBITRATION PROVISION:

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CONTRACTOR, PARTY OF THE SECOND PART

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

\_\_\_\_\_  
(Office or Position of Signer)

OWNER, PARTY OF THE FIRST PART  
TOWN OF FAIRVIEW, TEXAS

By: \_\_\_\_\_  
Julie Couch, Town Manager

## FOXGLEN GROUNDWATER DRAINAGE PROJECT

### PROPOSAL

THIS BID IS SUBMITTED TO:

Honorable Mayor and Town Council  
Town of Fairview  
372 Town Place  
Fairview, Texas 75069

The Undersigned Bidder proposes to complete the generally described work as shown in these Specifications for the following unit prices and total price. The bidder understands that units may change in the field and that the unit prices shown here will be honored and that the final price will be based on the actual measured or approved field quantities.

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1		
2	Construct headwall for 8" diam pipe inside 18"/27" RCP (includes sawcutting/removal of bottom)	each	2		
3	Construct headwall for 12" diam pipe inside 27" RCP (includes sawcutting/removal of bottom)	each	5		
4	Construct headwall for (2) 12" diam pipes inside 36" RCP elliptical. (includes sawcutting/removal of bottom)	each	3		
5	Install sloped end headwall for 12" pipe	each	1		
6	Install sloped end headwall for (2) 12" pipes	each	1		
7	Install 8" perforated/filter wrapped pipe (includes gravel embeddment)	LF	150		
8	Install single 12" perforated/filter wrapped pipe (includes gravel embeddment)	LF	363		
9	Install double 12" perforated/filter wrapped pipe (includes gravel embeddment)	LF	126		
10	Install Top Soil imported fill	CY	285		

11	Install filter fabric between gravel and topsoil	SY	700		
12	Bermuda sodding (includes 2 weeks of watering via water truck, no extra pay, Town to supply water at no cost)	SY	1,420		
13	2 year maintenance bond	LS	1		

**TOTAL BASE BID \$** \_\_\_\_\_

1. The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Town in the form included in the Contract Documents to complete the Affirmed Lane Drainage Project as specified or indicated in the Contract Documents for the Contract Price in this Bid and in accordance with the Contract Documents.

2. Bidder accepts all of the terms and conditions of the notice to Contractors, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty (60) days after the day of Bid opening. Bidder will sign the Agreement and submit the Contract Security, Certificate of Insurance and other documents required by the Contract Documents within ten (10) days after the date of Town's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined, and hereby acknowledges receipt of, copies of all the Contract Documents and the following addenda:

ADDENDUM NO:	DATE

- (b) Bidder has examined the site and locality where the Work is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- (c) Bidder intends to perform a substantial portion of the work himself in accordance with the following approximate breakdown based on percentage of Base Bid:

Portion of Work by Bidder \_\_\_\_\_ %

Portion to be Sub-Contracted \_\_\_\_\_ %

Subcontractor Information

<u>Name</u>	<u>Type of Work</u>	<u>Amount</u>

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5. The following documents are attached to and made a condition of this Bid:

- (a) Required Proposal Guarantee (cashier's check, certified check, or bid bond).
- (b) Statement of Bidder's Qualifications and Experience.
- (c) Statement of Subcontractors' Qualifications and Experience.

6. The terms used in this Bid which are defined in the General Conditions of Agreement included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on \_\_\_\_\_, 20\_\_.

Individual  
Partnership  
Corporation

---

Firm Name

By: \_\_\_\_\_  
Typed or Printed

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

---

TELEPHONE \_\_\_\_\_

TOWN OF FAIRVIEW  
FOXGLEN GROUNDWATER DRAINAGE PROJECT

CONTRACTOR \_\_\_\_\_

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Note: Demonstrate a minimum of three years experience. Bidders who have performed similar work for the Town of Fairview within the past 5 years are not required to complete this information.

NAME OF PROJECT:

OWNER:

TOTAL CONTRACT COST:

COMPLETION DATE:

DESCRIPTION:

NAME OF PROJECT:

OWNER:

TOTAL CONTRACT COST

COMPLETION DATE:

DESCRIPTION:

NAME OF PROJECT:

OWNER:

TOTAL CONTRACT COST:

COMPLETION DATE:

DESCRIPTION:

NAME OF PROJECT:

OWNER:

TOTAL CONTRACT COST:

COMPLETION DATE:

DESCRIPTION:

**DUPLICATE THIS FORM IF THERE IS MORE THAN ONE SUBCONTRACTOR**

TOWN OF FAIRVIEW  
FOXGLEN GROUNDWATER DRAINAGE PROJECT

SUBCONTRACTOR \_\_\_\_\_

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Note: Demonstrate a minimum of three years experience. Subcontractors who have performed similar work for the Town of Fairview within the past 5 years are not required to complete this information.

NAME OF PROJECT:

OWNER:

TOTAL CONTRACT COST:

COMPLETION DATE:

DESCRIPTION:

NAME OF PROJECT:

OWNER:

TOTAL CONTRACT COST

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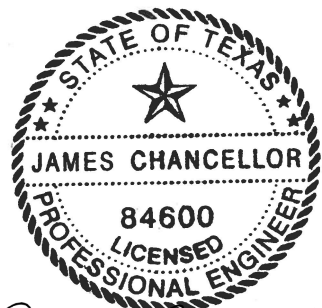
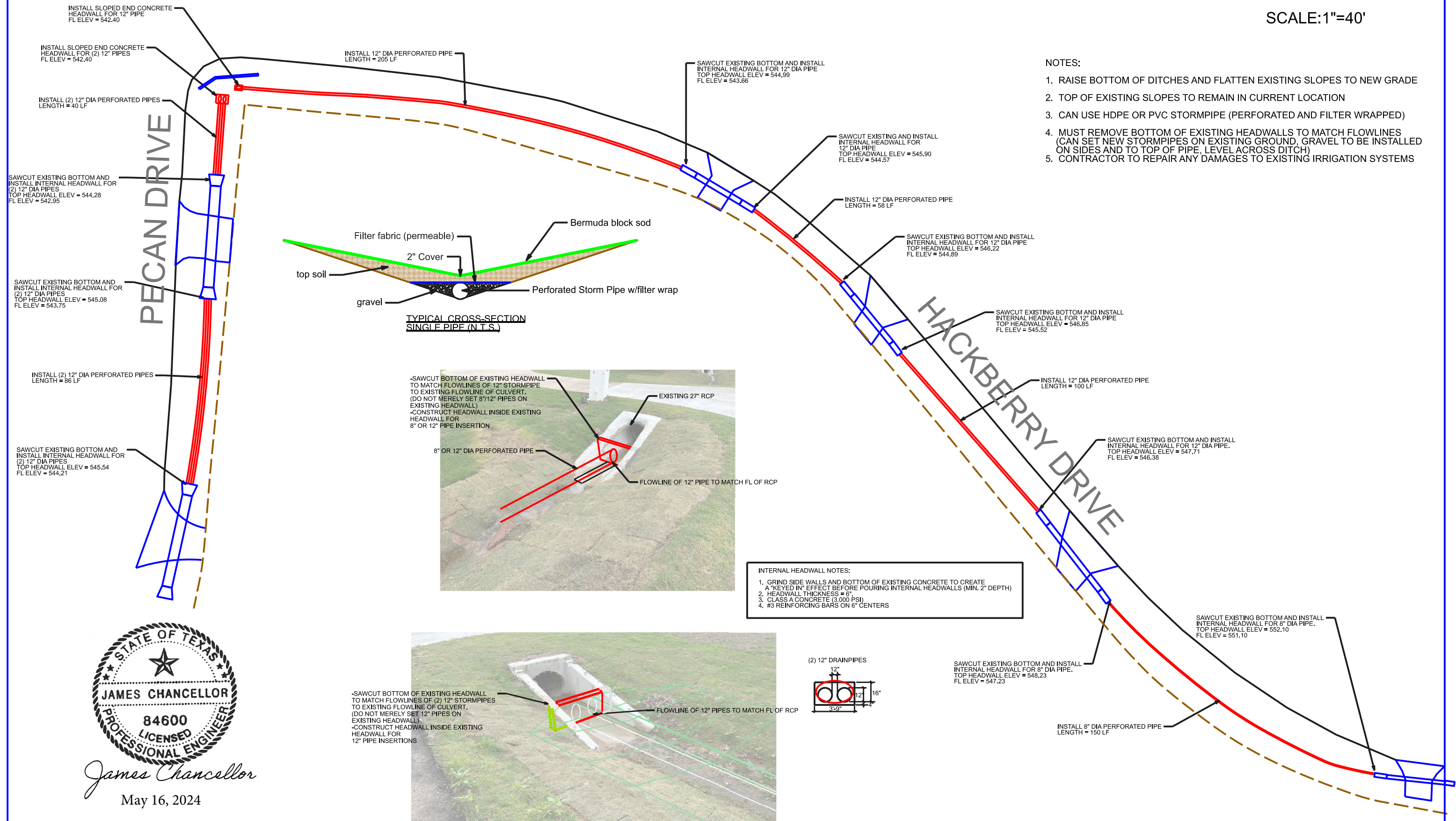
COMPLETION DATE:

DESCRIPTION:



TOWN OF FAIRVIEW  
FOXGLEN GROUNDWATER DRAINAGE PROJECT

NORTH  
SCALE: 1"=40'



James Chancellor  
May 16, 2024