



INVITATION TO BID

NAME OF COMPANY SUBMITTING BID _____

SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced services. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division
PO Box 1952 – 300 W. Cotton (zip 75601)
Longview, TX 75606

PHONE (903) 237-1324

FAX (903) 291-5323

jlatch@longviewtexas.gov or krodgers@longviewtexas.gov

Sealed bids will be received no later than: June 17, 2015 @ 2:00 P.M.

MARK ENVELOPE: **BID NO. 1415-25**
 WEST LONGVIEW INDUSTRIAL DISTRICT OUTFALL / LAKE
 HARRIS INTERCEPTOR SEWER RIGHT-OF-WAY CLEARANCE

RETURN BID TO: **CITY OF LONGVIEW PURCHASING OFFICE**
 PO BOX 1952 – 300 W. COTTON (ZIP 75601)
 LONGVIEW, TEXAS 75606

THE CITY OF LONGVIEW appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, and Texas. You are invited to attend.

THE CITY OF LONGVIEW is aware of the time and effort you expend in preparing and submitting bids to the city. Please let us know of any bid requirement that is causing you difficulty in responding to our bids. We want to make the process as easy and convenient as possible so that all responsible vendors can compete for the City's business.

Award will be made approximately two weeks after the bid opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1324

Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.

INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



SEALED BID ● DO NOT OPEN

**WEST LONGVIEW INDUSTRIAL DISTRICT OUTFALL / LAKE
HARRIS INTERCEPTOR SEWER RIGHT-OF-WAY**

BID No. 1415-25

BID OPENING: June 17, 2015 @ 2:00 P.M. CST

For Information Contact:

Jaye Latch
(903) 237-1324
jlatch@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Bids must be addressed to:

Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606
or

Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601

SECTION II - INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

WEST LONGVIEW INDUSTRIAL DISTRICT OUTFALL / LAKE HARRIS INTERCEPTOR SEWER RIGHT-OF-WAY CLEARANCE

2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the services specified.

2.01 IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to reject any or all bids for any or all services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City of Longview.

2.02 BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF BIDS: The City of Longview requests one original and one copy of your bid. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TX 75606

2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME. Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

2.05 FUNDING: Funds for payment have been provided through the City of Longview budget approved by the Longview City - Council for this each year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

2.06 ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any interlineations, alteration, or erasure made before opening must be initialed by the signer of the bid.

2.07 WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

2.08 SALES TAX: The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

2.09 BID AWARD: The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

2.10 CONTRACT: This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

2.11 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

2.12 IF DURING THE life of the contract, the successful bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

2.13 A PRICE adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g, Wage/Labor rates, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

2.14 DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

2.15 CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other

officers and employees of the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

2.16 ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.

2.17 EXCEPTIONS/SUBSTITUTIONS: Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

2.18 DESCRIPTIONS: Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.19 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda will be posted on the City of Longview website www.LongviewTexas.gov/Bid. Bidders shall acknowledge receipt of all addenda. It is the bidder's responsibility to review the website for any addenda. Addenda may also be obtained by calling the City of Longview purchasing office at 903-237-1324.

2.20 BID MUST COMPLY with all federal, state, city and local laws concerning types of products specified.

2.21 DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

2.22 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

2.23 REFERENCES: The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

2.24 BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

2.25 INDEMNIFICATION: The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

2.26 Wages: Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

2.27 TERMINATION OF CONTRACT: This contract shall remain in effect until the contract expires, until acceptance of performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original contractor responsible for any resultant increase in cost.

2.28 TERMINATION FOR DEFAULT: The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

2.29 NOTICE: Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

2.30 CONTRACT ADMINISTRATOR: Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

2.31 PURCHASE ORDER: A purchase order(s) shall be generated by the City of Longview to the successful bidder. The purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

2.32 EACH INVOICE shall be numbered and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the services delivered.

2.33 PAYMENT will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

2.34 ITEMS, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

2.35 SERVICES: Supplied under this contract shall be subject to the City of Longview's approval. Services found defective or not meeting specifications shall be corrected at no expense to the City.

2.36 WARRANTY: The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

2.37 REMEDIES: The successful bidder and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

2.38 APPLICABLE LAW AND VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

2.39 EQUAL EMPLOYMENT OPPORTUNITY: The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

2.40 ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

2.41 SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

2.42 PROPRIETARY INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

2.43 FIREARMS PROHIBITED: Bidder acknowledges that Section 9 of City Ordinance No. 2421 prohibits bidders or officers, employees, agents, and representatives from carrying firearms, including concealed handguns, while in the performance of the contract resulting from this invitation and on premises (including City rights-of way and easements) or when meeting with officers or employees regarding this bid invitation or contract negotiations. Bidder agrees that failure to comply with this requirement shall constitute a substantial breach of this contract, entitling owner to all remedies under the law or the resulting contract under breach, including City's right to terminate the contract for substantial nonperformance.

2.44 BEST VALUE: THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the city's needs;
5. the bidder's past relationship with the City of Longview;

6. the impact on the ability of the City of Longview to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the City of Longview to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

2.45 NONRESIDENT BIDDERS: Texas state law requires that the City of Longview give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Civil Statutes Article 601(g). Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow.

2.46 OZONE ACTION DAYS – The successful bidder shall observe and follow City Policy in regard to operating equipment and providing services on Ozone Action Days.

2.47 ANY QUESTIONS concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to purchasing@longviewtexas.gov. Reference the section and page in question.

2.48 SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

SECTION III - SPECIAL PROVISIONS

3.00 BID SECURITY: A bid security is not required.

3.01 SUPPORTING INFORMATION: When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

- a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

3.02 NON-RESIDENT BIDDERS: Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

3.03 INSURANCE: All bidders proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful bidder providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful bidder must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful bidder shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful bidder shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful bidder shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful bidder shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful bidder is representing to the City that all employees of the successful bidder who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful bidder which entitles the governmental entity to declare the contract void if the successful bidder does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful bidder shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability -	Bodily Injury by Accident - \$250,000 each accident
	Bodily Injury by Disease - \$500,000 policy limit
	Bodily Injury by Disease - \$250,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad 'Form Property

Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence
\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage
Combined Single Limit:

\$1,000,000 "CSL" each occurrence

The successful bidder shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

Awarded vendor must provide to the City of Longview a certificate of insurance meeting all insurance coverage requirements published in the bid document. The certificate shall show City of Longview as certificate holder and must be provided within 5 business days of notification of award.

SECTION IV - BID RESPONSE

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total prices listed on the document below. I agree to perform these services as directed for the units and/or lump sum prices stated below.

R.O.W. CLEARANCE: SANITARY SEWER INTERCEPTOR MAINTENANCE

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1000	LF	Furnish and install wire reinforced silt fence Per plans and specifications at a unit price of: <div style="text-align: right;">_____ dollars and</div> <div style="text-align: right;">_____ cents</div>	\$ _____	\$ _____
			*Note: If Contractor chooses to mulch and not dig, this item is not required		
2	2.68	ACR	Clear, grub, and mulch 20' width of R.O.W. Per plans and specifications at a unit price of: <div style="text-align: right;">_____ dollars and</div> <div style="text-align: right;">_____ cents</div>	\$ _____	\$ _____
3	2.68	ACR	Fertilize and seed R.O.W. Per plans and specifications at a unit price of: <div style="text-align: right;">_____ dollars and</div> <div style="text-align: right;">_____ cents</div>	\$ _____	\$ _____

SUB TOTAL: \$ _____

MISCELLANEOUS COSTS

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	Furnish and install traffic control measures Per plans and specifications at a unit price of: <div style="text-align: right;">_____ dollars and</div> <div style="text-align: right;">_____ cents</div>	\$ _____	\$ _____
2	2	EA	Furnish and install traffic project signs Per plans and specifications at a unit price of: <div style="text-align: right;">_____ dollars and</div> <div style="text-align: right;">_____ cents</div>	\$ _____	\$ _____

SUB TOTAL: \$ _____

WEST LONGVIEW INDUSTRIAL DISTRICT OUTFALL R. O.W. CLEARANCE: SANITARY SEWER INTERCEPTOR MAINTENANCE:

TOTAL BID: _____

Deliverables:

All pages of this Bid Invitation: _____

Copy of current insurance Certificate: _____

NAME _____ TITLE _____

SIGNED _____ PHONE _____

COMPANY _____

ADDRESS _____

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY

TECHNICAL SPECIFICATIONS

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- SECTION 7: FILTER FABRIC FENCE**

General Description: : This bid package is for the clearing, grubbing, fertilizing and Hydro-Mulching of the Right Of Way known as the WEST LONGVIEW INDUSTRIAL DISTRICT OUTFALL/LAKE HARRIS INTERCEPTOR SEWER Line. The sewer lines are located at W. Harrison Road and Foundry Drive and heads North toward Fisher Road. The Lake Harris Sewer Line is located from Progress Boulevard and heads North East to HWY 80 (Marshall Avenue). The vicinity map and plan sheets define the sewer line right-of-way.

Awarded vendor must begin project within 30 days of notice to proceed. WEST LONGVIEW INDUSTRIAL DISTRICT OUTFALL ROW (1.80480 ACRE)/LAKE HARRIS INTERCEPTOR SEWER (.87250 ACRE) Clearance shall be completed no later than 180 days following notice to proceed. Failure to meet the above stated time line may result in termination of contract.

SECTION 1

BARRICADES & WARNING DEVICES, INCLUDING TYPE III BARRICADES

1. DESCRIPTION:

This item shall consist of providing, installing moving, replacing, maintaining, cleaning, and removing upon completion of work all barricades, except permanent barricades, signs, barriers, cones, lights, signals, and other such devices for handling traffic, as indicated on the plans, or as directed by the Engineer.

2. MATERIALS:

All barricades shall be in accordance with the requirements of Part IV - Traffic controls for Street and Highway Construction and Maintenance Operations of the latest Manual of Uniform Traffic Control for Streets and Highways U.S. Department of Transportation, Federal Highway Administration. Detailed drawings of the standard signs illustrated in that manual are available from the Federal Highway Administration, Washington, D.C. 20591

Markings for Type III barricade rails shall be alternate red and white (sloping downward at an angle of 45 degrees in the direction traffic is to pass). WHERE THE BARRICADE IS NOT COVERED WITH MARKINGS, IT SHALL BE PAINTED WHITE.

Where a Type III barricades extends entirely across a roadway, the stripes shall slope downward in the direction toward which traffic must turn in detouring. Where both right and left turns are provided for, the chevron striping shall slope downward in both directions from the center of the barricade.

The entire area of white and red stripes shall be reflectorized so as to be visible under normal atmospheric conditions from a minimum distance of 1,000 feet when illuminated by the low beams of standard automobile headlights. The predominant color for other barricade components shall be white.

3. CONSTRUCTION METHODS:

All barricades, signs and other types of devices listed above shall be installed in accordance with the "Texas Manual on Uniform Traffic Control Devices."(TMUTCD)

When required, a Traffic Control Plan responsive to the Texas MUTCD shall be established by the contractor. If this plan is approved by the Engineer, it shall be used.

In areas where traffic realignment is required all conflicting existing lane lines shall be obliterated and realignment made by the use of temporary removable lane delineation striping until construction is completed and the temporary striping removed and permanent striping applied in accordance with the Item, " Traffic Paint Striping" or the Item, " Traffic Buttons and Pavement Markers."

Wherever temporary pavement markings is required either for realigning existing traffic lane striping or for new temporary locations, a suitable degradable or removable lane marking material shall be used as required for F.H.W.A. Addendum Notice N6160.21, dated May 10, 1976, which amended the Manual on Uniform Traffic Control Devices for Streets and Highways as it related to temporary traffic lane marking systems.

4. RESPONSIBILITY FOR DAMAGE AND CLAIMS:

The Contractor shall hold harmless the OWNER and ENGINEER and all its representatives from all suits, actions, or claims, of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work of through the use of unacceptable materials in the construction of the improvement, or on any account of any act of omission by the contractor. He shall not be released from said responsibility until the project has been completed and accepted, and so much of the money due the said Contractor under and by virtue of his contract may be retained by the Owner, or his Surety may be held until such claims have been settled and suitable evidence to the effect furnished to the ENGINEER.

ALL BARRICADES, WHETHER TEMPORARY OR PERMANENT, SHALL BE CHECKED DAILY TO SEE IF THEY ARE IN THEIR PROPER LOCATIONS.

5. MEASUREMENT:

This item shall not be measured for payment.

6. PAYMENT:

Payment shall be made for this item as a lump sum. All costs for furnishing, applying and removing temporary pavement markings, barricades and warning devices shall be included in the total of the bid for the project.

SECTION 2

CLEARING AND GRUBBING

1. GENERAL:

Clearing and grubbing will consist of the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within the road right-of-way, utility easements, and other locations shown on the plans.

2. CONSTRUCTION METHODS:

The Contractor shall remove any trees, stumps, roots, brush, vegetation, logs, rubbish or other objectionable matter within the road right-of-way, utilities easement, and other locations shown on the plans.

- 2.1 All cleared and grubbed material shall become the property of the Contractor and shall be removed from the site of work.
- 2.2 No burying of any cleared and grubbed material will be allowed.
- 2.3 The Contractor may burn on-site if he secures a permit from the proper authorities. The Owner will not be held liable for any fines incurred.
- 2.4 If a burning method is implemented on the site, extreme care shall be used during burning operations with regard to location of fires and direction and velocity of wind to prevent damage or discomfort to adjacent property.
- 2.5 Special care shall be taken by the Contractor not to damage trees designated for preservation or trees outside the limits of clearing and grubbing. Any trees damaged by the Contractor shall be "doctored" accordingly, to the satisfaction of the Owner and/or the Engineer.
- 2.6 Extreme caution shall be taken when clearing and grubbing in the areas of any existing pipe lines and/or existing utilities. The Contractor shall be held responsible for any damages incurred due to negligence. The pipeline owner shall be contracted at least 48 hours prior to beginning work under this item.
- 2.7 The Contractor shall not impair the natural drainage of the land during the clearing and grubbing operation.
- 2.8 Approval of the Engineer must be secured before construction of pits for burning. Pits must be cleared of any material before backfilling. Backfilling shall be placed in lifts not to exceed 6" and be compacted to 95% Standard Proctor Density.
- 2.9 All stumps and roots within the street right-of-way shall be removed to a depth of 2' below finished sub-grade elevation.

3. MEASUREMENT:

"Clearing and grubbing" will be measured by the acre.

Measurement for payment will be made only on areas indicated on the plans as "Clearing and Grubbing", except that required work on additional areas (e.g. additional right-of-way, additional borrow and material sources, additional cut and embankment areas, etc.) not originally proposed by the plans but found necessary during construction and being classified as "Clearing and Grubbing".

Previously cleared areas will not be subject to payment for clearing and grubbing.

4. PAYMENT:

All work performed and measured as provided under "Measurement" will be paid for at the unit price bid for "Clearing and Grubbing", which price shall be full compensation for furnishing all labor, equipment, tools, supplies, arranging for and providing disposal sites if disposed of by hauling off the project, and any other incidentals necessary to complete the work.

SECTION 3

FERTILIZER

1. DESCRIPTION:

Fertilizing shall consist of providing and distributing fertilizer over such areas as are designed for block sodding, hydro-mulch seeding, or seeding for erosion control and final stabilization and in accordance with these specifications.

2. MATERIALS:

All fertilizer used shall be delivered in bags or containers clearly labeled showing analysis. A pelleted or granulated fertilizer shall be used with analysis of 10-10-5 (nitrogen-phosphoric acid-potash), unless otherwise approved by the Engineer. The figures in the analysis represent the nitrogen, phosphoric acid, and potash nutrients respectively as determined by the methods of the Association of Official Agricultural Chemists. The sources of nitrogen in the fertilizer shall be roughly balanced between ammonical (quick release) and nitrate (slow release). Fertilizer shall be readily water soluble.

With permission of the Engineer, fertilizer of a different analysis may be substituted. It shall be pelleted or granulated fertilizer with a lower concentration. The total amounts of nutrients furnish and applied per acre shall equal or exceed that specified for each nutrient.

3. CONSTRUCTION METHODS:

When fertilizer is included in the specifications, pelleted or granulated fertilizer shall be applied uniformly over the area specified to be fertilized and in a manner directed for the particular item of work. Fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of the fertilizer for the particular item of work shall meet the approval of the Engineer.

Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 480 pounds per acre for sodding and 400 pounds per acre for seeding and hydro-mulching.

4. MEASUREMENT:

Acceptable material for fertilizer will be measured by approved scale weight or guaranteed weight of sacks shown by the manufacturer.

5. PAYMENT:

No separate payment for this item. This item is subsidiary to the bid item of which it is required.

SECTION 4

FURNISHING AND PLACING 4" TOPSOIL

1. DESCRIPTION:

This item shall govern for furnishing and placing topsoil to the lines, grades and depth shown on the plans.

2. MATERIALS:

Existing topsoil shall be used. If the Engineer determines that additional material is needed, topsoil shall conform to the following requirements:

Table 17-1

Specification	Applicable Test
PH not greater than 7.6	(1) PH (Litmus)
Sand Content shall not exceed 50% of oven-dry weight	(2) Sedimentation
Total Organic Matter 8-12%	(3) Gravimetric-peroxide
Readily Oxidizable Organic Matter Greater than 2.5%	(4) Walkley-Black or Wet Digestion

*Use only Tests 1, 2, and 3 or Tests 1, 2, and 4. All tests shall be oven weight.

The Contractor is required to inform the Engineer of the location of the pit or pits from which the material is to be taken. The Engineer shall have the right to have an independent testing laboratory test the material to determine if it meets these specifications.

The Contractor shall scarify the existing topsoil within the street right-of-ways to a depth of 4" and stockpile the material at locations to be determined by the Engineer. The stockpiles shall be kept moist until final distribution on the right of ways and easements.

The Contractor shall place the topsoil to the lines and grades and to the depth shown on the drawings.

3. MEASUREMENTS:

Topsoil shall be measured by the square yard in place, furnished, delivered and placed in accordance with these specifications.

4. PAYMENT:

No separate payment. Topsoil shall be considered subsidiary to "Grading and Seeding".

SECTION 5

HYDRO-MULCH SEEDING

1. DESCRIPTION:

The work covered by this section consists of furnishing all plant, labor, materials, equipment, supplies, supervision, tools, and performing all work necessary to smoothing, seeding, fertilizing, watering, maintenance, and cleanups of side slopes, all in accordance with these specifications.

The hydro-mulch seeding operations, together with all necessary related work, shall conform to the requirements specified in this section. The area(s) to be hydro-mulch seeded shall be noted on the plans.

2. MATERIALS:

2.1 All seed must meet the requirements of the U.S. Department of Agriculture Rules and Regulations as set forth in the Federal Seed Act and the Texas Seed Law.

2.2 Type of seed, purity and germination requirements, rate of application and planting dates are as follows:

Type	Application Rate- lbs/acre	Planting Date
Annual Rye Grass, Including Gulf	25	Oct. 1 to Apr. 15
Hulled Common Bermuda Grass 98/88	15	Apr. 15 to Aug. 15
Unhulled Common Bermuda Grass 98/88	15	Aug. 15 to Oct. 1

2.3 Fertilizer shall be water soluble with an analysis of 10 percent nitrogen, 20 percent phosphoric acid and 10 percent potash. Rate of application shall be 500 pounds per acre, except during the period of April 15 through September 1, when the rate shall be reduced to 400 pounds per acre. The fertilizer shall be delivered to the site in bags or Fertilizer Laws and bearing the name and warranty of the producer.

2.4 Mulch shall be virgin wood cellulose fiber made from whole wood chips. Within the fiber mulch material, at least 20 percent of the fibers will be 10.7 mm in length and 0.27mm in diameter. Rate of application shall be 2000 pounds per acre. Soil stabilizers such as Terra Type III (or approved equal) shall be applied at a rate of 40 pounds per acre on side slopes and Terra Tack I (or approved equal) shall be applied at a rate of 40 pounds

per acre on flatter portions.

2.5 Wood cellulose fiber mulch, for use in the grass seed and fertilizer, shall be processed in such a manner that it will not contain germination or growth inhibiting factors. It shall be dyed an appropriate color to allow visual metering of its application. The wood cellulose fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like ground cover which readily absorbs water and allows infiltration to the underlying soil. Weight specifications from suppliers for all applications shall refer only to the underlying soil. Weight specifications from suppliers, shall refer only to the air dry weight of the fiber. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds and must be marked by the manufacturer to show the dry weight content. Suppliers shall be prepared to certify that laboratory and field testing of their product has been accomplished and that it meets all of the foregoing requirements.

2.6 Water shall be free from oil, acid, alkali, salt, and other substances harmful to the growth of grass. The water source shall be subject to approval, prior to use.

3. EXECUTION:

3.1 Immediately after the finished grade has been approved, begin hydro-mulching operations to reduce erosion and excessive weed growth.

3.2 Hydraulic equipment used for the application of fertilizer, seed and slurry of prepared wood fiber mulch shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend and homogeneously mix a slurry containing up to forty (40) pounds of fiber plus a combined total of 70 pounds of fertilizer solids for each 100 gallons of water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles which provide even distribution of the slurry on the area to be seeded. The slurry tank shall have a minimum capacity of 800 gallons and shall be mounted on a traveling unit, which may either be self-propelled or drawn with a separate unit which will place the slurry tank and spray nozzles within sufficient proximity to the areas to be seeded, so as to provide uniform distribution without waste. The Engineer may authorize equipment with a smaller tank capacity, provided the equipment has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat.

3.3 Care shall be taken that the slurry preparations take place on the site of the work. The slurry preparation should begin by adding water to the tank when the engine is at half throttle. When the water level has reached the height of the agitator shaft, good recirculation shall be established and seed shall be added. Fertilizer shall then be added, followed by wood pulp mulch. The wood pulp mulch shall only be added to the mixture after the seed and when the tank is at least one-third filled with water. The engine throttle shall be opened to full speed when the tank is half filled with water. All the wood pulp mulch shall be added by the time the tank is two-thirds to three-fourths full. Spraying shall commence immediately when the tank is full. The operator shall spray the area with a uniform visible coat, by using the green color of the wood pulp as a guide.

4. APPLICATION:

- 4.1 The contractor shall obtain approval of hydro-mulch area preparation from the Engineer prior to application.
- 4.2 Operators of hydro-mulching equipment shall be thoroughly experienced in this type of application. Apply the specified slurry mix in a motion to form a uniform mat at the specified rate. Operators shall keep the hydro-mulch within the areas designated and keep from contact with other plant material. Immediately after application, thoroughly wash off any plant material, planting areas or paved areas not intended to receive slurry mix.
- 4.3 Keep all paved and planting areas clean during maintenance operations. Contractor shall keep hydro-mulching within the areas designated and keep from contact with other plant material.
- 4.4 If in the opinion of the Engineer, unplanted skips and areas are noted after hydro-mulching, the contractor shall be required to seed the unplanted areas with the grasses that were to have been planted at no additional cost.

5. CONTRACTOR'S MAINTENANCE & GUARANTEE PERIOD:

- 5.1 The hydro-mulch seeding shall be adequately watered until established. Any areas damaged by erosion or areas that do not have an acceptable turfing shall be redone to the satisfaction of the Engineer. Maintenance of grass areas shall be for 60 days after the completion of the project and shall consist of watering, weeding, repair of all erosion and reseeding, as necessary to establish a uniform stand of the specified grasses. Contractor shall guarantee growth and coverage of hydro-mulch planting under this contract to the effect that a minimum of 95% of the area planted will be covered with the specified planting after 60 days.
- 5.2 The contractor shall be responsible for one mowing in the event that the time between hydro-mulching and final acceptance exceeds 30 days.
- 5.3 Contractor shall make a second application of specified hydro-mulch planting to those bare areas not meeting specified coverage as determined by the Engineer. Such replanting is to be performed within 60 days of initial application and upon notification by the Engineer to replant.
- 5.4 Contractor shall apply top dress fertilizer (delayed action), at the rate of 10 pounds per 1000 square feet at 25 days after hydro-mulching of all new lawn areas. Top dress fertilizer shall be 16-6-8.

6. MEASUREMENT:

The unit of measurement for all work performed and materials furnished, as described herein, will be the acre. Measurement shall be done upon completion of the work performed within the limits shown on the drawings and as described herein. The area measured for payment will be computed to the nearest 1/10-acre.

7. PAYMENT:

Payment for hydro-mulch seeding will be made bid item unit price and includes top soil (when specified), smoothing, mulch, seed fertilizer, watering, maintenance and clean-up. Additional payment shall not be made for those areas that are replanted.

SECTION 6

GRADING AND SEEDING

1. DESCRIPTION:

Grading and seeding shall consist of preparing the ground, sowing the seeds, and application of a fertilizer along and across such areas as is designated on the plans and in accordance with these specifications.

2. GRASS:

All seed must meet the requirements of the U.S. Department of Agriculture as set forth in the Rules and Regulations of the Federal Seed Act and the Texas Seed Law, including the labeling requirements for showing pure live seed, (PLS=purity x germination), name and type of seed. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine (9) months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished and delivered when directed by the Engineer. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The amount of seed planted per acre, the type, and planting date shall be as follows:

TYPE	RATE APPLICATION	OF	PLANTING DATE
Unhulled Bermuda Grass	20 lbs/ac		Jan. 1 to Apr. 1
Hulled Bermuda Grass	12 lbs/ac		Apr. 1 to Oct. 1
Mix Bermuda & Rye/Millet			Oct. 1 to Jan. 1
*Unhulled Bermuda Grass	12 lbs/ac		
*Rye/Millet Grass	50 lbs/ac		

3. FERTILIZER:

Commercial fertilizer as outlined in the Item Fertilizer shall be applied to the entire seeded area at the prescribed rates. The fertilizer shall be delivered to the site in bags or otherwise convenient containers, each fully labeled, conforming to the applicable State Fertilizer Laws, and bearing the name and warranty of the producer.

4. CONSTRUCTION METHODS:

4.1 FERTILIZING AND SEEDING:

After areas to receive fertilizing and seeding have been completed to the lines and grades and section shown on the plans, apply fertilizer at the prescribed rates as outlined in the Item Fertilizer. Thoroughly mix upper three (3) inches of top soil with fertilizer until a uniform mixture of fertilizer and top soil is obtained. Sprinkle areas to be seeded with water using fine spray to avoid washing or erosion of soil. Broadcast seed with sowing equipment at the rate specified above, using care to obtain uniform distribution. After broadcasting, lightly rake seeds into soil to a depth not to exceed ½ inch. Complete seeding by rolling with roller developing 15 to 25 pounds per square inch of tread.

If rain is imminent, then seeding and fertilization shall be postponed until weather conditions exist such that the potential for runoff of fertilizer from the site is minimized.

5. CONTRACTOR MAINTENANCE & GUARANTEE PERIOD:

It shall be the responsibility of the contractor to maintain all seeded areas until satisfactory growth has occurred as determined by the Engineer for a period of 60 days after the completion of all punch list items. Maintenance shall consist of watering and weeding, and reseeding as necessary to establish a uniform stand of the specified grasses. A minimum of 95% of the area seeded shall be covered with the specified grass with no bare spots or dead spots greater than 10 square feet.

The contractor is responsible for one mowing per month between the months of April and October. The contractor shall be responsible for 1 mowing every six weeks between the months of November and March. In addition the contractor shall water all grassed areas as often as necessary to establish satisfactory growth and to maintain growth throughout the duration of the project.

The contractor shall make as many repeat seeding as necessary to achieve a minimum of 95% of the area planted covered the specified grass and no bare or dead spots greater than 10 square feet. Such replanting is to be performed within 14 calendar days of the notification by the Engineer.

6. MEASUREMENT AND PAYMENT:

No separate pay item.

SECTION 7

FILTER FABRIC FENCE

1. GENERAL:

1.1 DESCRIPTION: This item describes the installation of erosion and sedimentation control filter fabric fences utilized during construction and prior to the final development of the site.

1.2 SUBMITTALS: Manufacturer's catalogue sheets and other pertinent information on geotextile fabric.

2. MATERIALS:

Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material. Geotextile fabric shall have a grab strength of 100 psi in any principal direction (ASTM D-4632), Mullen burst strength exceeding 200 psi (ASTM D-3786), and the equivalent opening size specified on PLANS. Filter fabric material shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 degrees F to 120° F. Representative Manufacturers: Marifi Inc. or equal.

3. CONSTRUCTION METHODS:

3.1 GENERAL:

3.1.1 Provide erosion and sedimentation control systems at the locations shown on PLANS. Such system shall be of the type indicated and shall be constructed in accordance with the requirements shown on PLANS and set out in this item.

3.1.2 No clearing and grubbing or rough cutting, other than as specifically directed by the Owner to allow soil testing and surveying, shall be permitted until erosion and sedimentation control systems are in place.

3.1.3 Maintain existing erosion and sedimentation control systems located within the project site installed by others prior to start of construction under this contract until acceptance of the project or until directed by the Owner to remove and discard the existing system.

3.1.4 Inspect and repair or replace components of all erosion and sedimentation control systems as specified for each type of system. Unless otherwise directed, maintain the erosion and sedimentation control systems until project is accepted by the Owner. Remove erosion and sedimentation control systems promptly when directed by the Owner. Discard removed materials offsite.

3.1.5 Remove and dispose sediment deposits at the project spoil site. If a project spoil site is not designated on PLANS, dispose of sediment offsite at location not in or adjacent to stream or floodplain. Offsite disposal will be the responsibility of the Contractor. Sediment to be placed at the project site should be spread, compacted, and stabilized in accordance with the Owner's directions. Sediment shall not be allowed to flush into stream or drainage way. If sediment has been contaminated, it needs to be disposed of in accordance with existing federal, state and local regulations.

3.1.6 Unless otherwise indicated, compact embankments, excavations, and trenches

by mechanically blading, tamping, and rolling soil in a maximum of 8-inch layers. Compaction density shall be at a minimum of 90 percent Standard Proctor ASTM D-698-78 density. Make at least one test per 500 cubic yards of embankment.

- 3.1.7 Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damages caused by construction traffic to erosion and sedimentation control systems shall be required immediately.
- 3.1.8 Contractor shall employ protective measures to avoid damage to existing trees to be retained on the project site.

3.2 FILTER FABRIC FENCE:

- 3.2.1 Provide filter fabric fence systems at locations specified on PLANS in accordance with enclosed drawing. Filter fabric fence systems shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- 3.2.2 Attach the filter fabric to 1 inch by 2 inch wooden stakes spaced a maximum of 3 feet apart and embedded a minimum of 1 foot. The wooden stakes shall be installed at a slight angle toward the source of anticipated runoff.
- 3.2.3 Trench in the toe of the filter fabric fence with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow or for V-trench configuration as shown on the attached drawing. Lay filter fabric along the edges of the trench. Backfill and compact trench.
- 3.2.4 The filter fabric should be provided in continuous rolls and cut to the length of the silt fence to minimize the use of joints. When joints are necessary, the fabric should be spliced together only at a support post with minimum 6 inch overlap, and sealed securely.
- 3.2.5 Inspect sediment filter barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once a week. Repair or replace damaged section immediately to restore the requirements of this item. Remove sediment deposits when silt reaches one-third of the height of the fence in depth.

4. MEASUREMENT AND PAYMENT:

- 4.1 Unless indicated in the PROPOSAL FORMS as a pay item, no separate payment will be made for work performed under this item. Include cost of work performed under this item in contract prices bid for items of which this work is a component. When indicated in PROPOSAL FORMS as pay item measure and pay for the filter fabric fence by the linear foot of completed and accepted filter fabric fence between the limits of the beginning and ending of wooden stakes. Filter fabric fence, measured as stated, will be paid for at the unit price bid for "Filter Fabric Fence".
- 4.2 Payment for filter fabric fence will include and be full compensation for all labor, equipment, materials, supervision, and all incidental expenses for construction of these items, complete in place, including, but not limited to, protection of trees, maintenance requirements, repair and replacement of damaged sections, removal of sediment deposits, and removal of erosion and sedimentation control systems at the end of construction

ALLOWANCE FOR MISCELLANEOUS EXTRA WORK:

A discretionary allowance in the amount of \$10,000.00 has been established for extra work for which a method of payment, such as individual bid items, has not been established. This allowance is not intended to be used to procure payment for items specifically named as subsidiary to other bid items within the contract documents such as the subsurface conditions described in the General Provisions, Special Conditions, or Technical Specifications.

Prior to initiating any item of work using the allowance ,the City, Engineer, and Contractor shall agree as to the scope of extra work to be performed and the amount of payment to be made for the particular item of extra work under consideration. Expenditure of the allowance funds is at the sole discretion of the City. The allowance may be used in full or in part, as the owner deems necessary. If no extra work is identified, and approved by the City, the allowance funds will not be expended.

ATTACHMENT I

REFERENCES

List the clients (other than the City of Longview) for which you already provide services similar in scope to the services specified in this document.

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

ATTACHMENT II

BID AFFIDAVIT

All pages in offerer's bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the bid.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____
On this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____
and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing bid has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.
YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____ (give state).

Name and Address of offerer:

_____ Telephone Number _____

by: _____ Title: _____

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

_____ on this the _____ day of _____, 20____
(name of Notary)

Notary Public in and for the State of _____

ATTACHMENT III

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

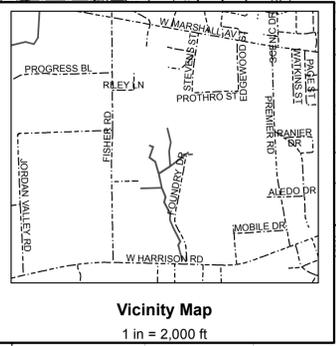
The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

www.ethics.state.tx.us <<http://www.ethics.state.tx.us>> or at 1-800-325-8506.

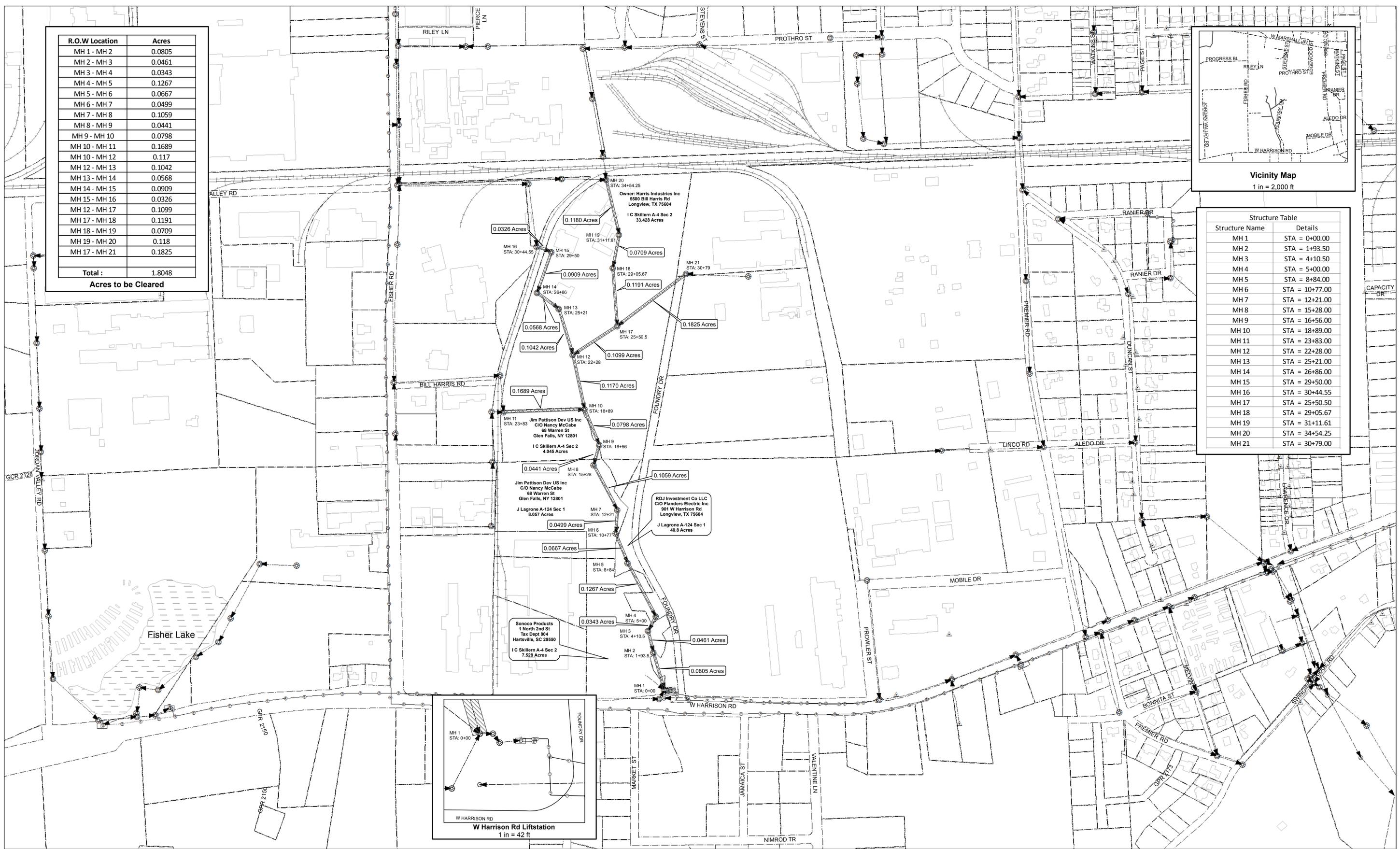
Please remit the CIQ form with your bid.

Thank you.

R.O.W Location	Acres
MH 1 - MH 2	0.0805
MH 2 - MH 3	0.0461
MH 3 - MH 4	0.0343
MH 4 - MH 5	0.1267
MH 5 - MH 6	0.0667
MH 6 - MH 7	0.0499
MH 7 - MH 8	0.1059
MH 8 - MH 9	0.0441
MH 9 - MH 10	0.0798
MH 10 - MH 11	0.1689
MH 10 - MH 12	0.117
MH 12 - MH 13	0.1042
MH 13 - MH 14	0.0568
MH 14 - MH 15	0.0909
MH 15 - MH 16	0.0326
MH 12 - MH 17	0.1099
MH 17 - MH 18	0.1191
MH 18 - MH 19	0.0709
MH 19 - MH 20	0.118
MH 17 - MH 21	0.1825
Total :	1.8048
Acres to be Cleared	



Structure Table	
Structure Name	Details
MH 1	STA = 0+00.00
MH 2	STA = 1+93.50
MH 3	STA = 4+10.50
MH 4	STA = 5+00.00
MH 5	STA = 8+84.00
MH 6	STA = 10+77.00
MH 7	STA = 12+21.00
MH 8	STA = 15+28.00
MH 9	STA = 16+56.00
MH 10	STA = 18+89.00
MH 11	STA = 23+83.00
MH 12	STA = 22+28.00
MH 13	STA = 25+21.00
MH 14	STA = 26+86.00
MH 15	STA = 29+50.00
MH 16	STA = 30+44.55
MH 17	STA = 25+50.50
MH 18	STA = 29+05.67
MH 19	STA = 31+11.61
MH 20	STA = 34+54.25
MH 21	STA = 30+79.00



- Notes:
1. CLEAR AND GRUB R.O.W. MINIMUM OF 15' WIDE CENTERED ON EXISTING SANITARY SEWER.
 2. GRIND AND REMOVE ALL TREE STUMPS.
 3. GRIND CLEARED DEBRIS AND SPREAD MULCH IN DISTURBED AREAS.
 4. CONTRACTOR SHALL COORDINATE WITH EXISTING PIPELINE AND UTILITY OWNERS FOR FIELD LOCATION.
 5. ANY EXISTING PIPELINE AND UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
 6. CONTRACTOR SHALL KEEP EXISTING STREETS CLEAR OF MUD, DIRT, AND DEBRIS.

Foundry Drive R.O.W. Clearance

1 inch = 250 feet

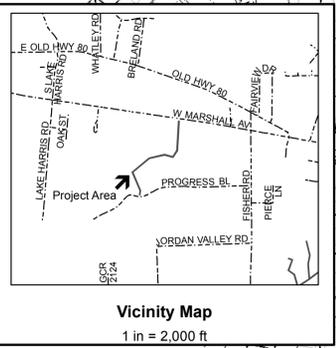


Legend

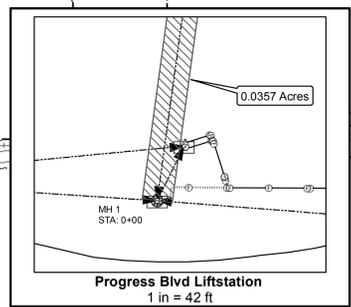
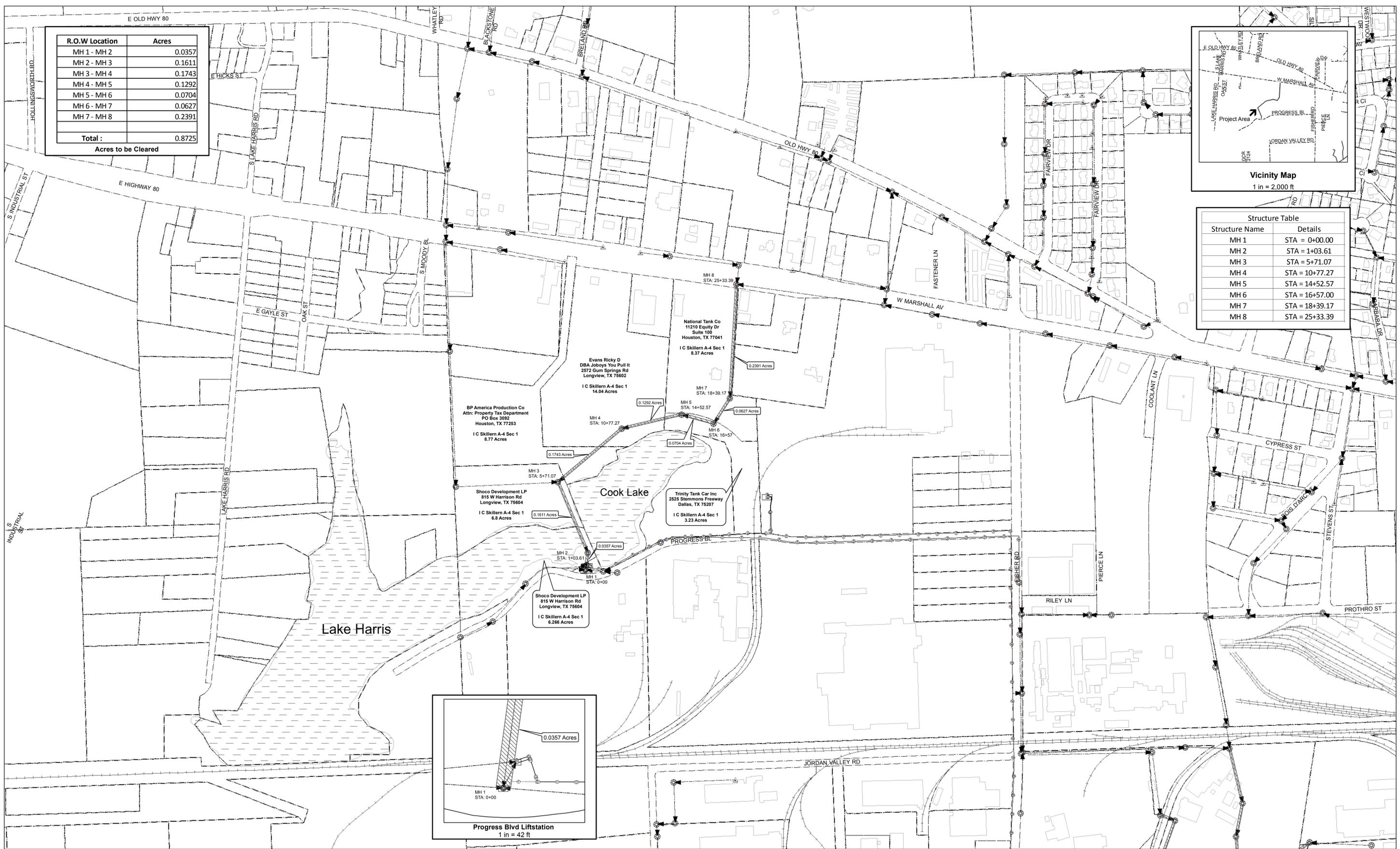
- △ Cleanout
- ⊙ Manhole Abandoned
- ⊕ Manhole Active
- ⊠ Lift Station
- Force Main Abandoned
- Force Main Active
- Gravity Main Abandoned
- Gravity Main Active
- Railroad
- ▨ Area Estimated For Clearance (Field Verify)
- Property Line
- Lake

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R.O.W Location	Acres
MH 1 - MH 2	0.0357
MH 2 - MH 3	0.1611
MH 3 - MH 4	0.1743
MH 4 - MH 5	0.1292
MH 5 - MH 6	0.0704
MH 6 - MH 7	0.0627
MH 7 - MH 8	0.2391
Total :	0.8725
Acres to be Cleared	



Structure Table	
Structure Name	Details
MH 1	STA = 0+00.00
MH 2	STA = 1+03.61
MH 3	STA = 5+71.07
MH 4	STA = 10+77.27
MH 5	STA = 14+52.57
MH 6	STA = 16+57.00
MH 7	STA = 18+39.17
MH 8	STA = 25+33.39



Notes:

1. CLEAR AND GRUB R.O.W. MINIMUM OF 15' WIDE CENTERED ON EXISTING SANITARY SEWER.
2. GRIND AND REMOVE ALL TREE STUMPS.
3. GRIND CLEARED DEBRIS AND SPREAD MULCH IN DISTURBED AREAS.
4. CONTRACTOR SHALL COORDINATE WITH EXISTING PIPELINE AND UTILITY OWNERS FOR FIELD LOCATION.
5. ANY EXISTING PIPELINE AND UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
6. CONTRACTOR SHALL KEEP EXISTING STREETS CLEAR OF MUD, DIRT, AND DEBRIS.

Progress Blvd R.O.W. Clearance

1 inch = 250 feet



Legend

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