

Instructions to Bidders

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT PARK AND PLAYGROUND IMPROVEMENTS

Project Names: Highland Horizon Park, Sendero Springs Section 7 Park and Pepper Rock Park

Issue Date: July 13, 2017

Project Locations:

Highland Horizon: 416 Highland Horizon Austin, Texas 78717

Sendero Springs: 424 Cascada Lane, Round Rock, Texas 78681

Pepper Rock: 8609 Pepper Rock Park Drive, Austin, TX 78717

Project Owner: Brushy Creek Municipal Utility District

Estimated Construction Start: August 2017

Bid Due: August 3, 2017 12:00pm CST
Location: Brushy Creek MUD
16318 Great Oaks Drive
Round Rock, TX 78681
Attn: Nora Dinsmore

For Plan Questions, Contact:

Cynthia McCalmont, RLA, ASLA
Project Manager
SEC Planning, LLC
cynthiam@secplanning.com
Office: 512-246-7003

The project is for furnishing and installing park and playground equipment improvements for three Neighborhood Parks owned by the Brushy Creek MUD.

The scope of work for this project includes site demolition, erosion control, site grading, play equipment and hardscape installation, Masonry Columns and concrete fence installation, shade canopy installation, concrete flatwork, fall surface and playground drainage, landscape installation, evaluation of existing irrigation systems (if available) and design/build of a potable irrigation system.

As a part of this bid, the Contractor shall provide unit prices for all items on the attached unit price lists for use in changes to the Contract Documents. In the event a greater or lesser amount of work is needed, the provided unit prices will apply. Unit prices cover the cost of work materials in place, including all materials, equipment, labor, taxes, overhead, profit, maintenance and guarantee required to render the same complete.

Please note the following:

1. The owner shall provide a copy of the Construction Plan Sets upon request. Please contact Nora Dinsmore at n.dinsmore@bcmud.org.

2. A bid bond or certified cashier's check must accompany each bid in the amount of 5% of the total bid amount, payable without recourse to Brushy Creek MUD or bid bond from a surety company legally authorized to conduct business in the State of Texas. The successful bidder will be required to provide a performance bond and a payment bond, as provided for in the bid documents, for the full amount of the contract.
3. The owner reserves the right to break up and award separate areas of the contract to different bidders.
4. The irrigation shall be design/built in accordance with all TCEQ and local City and County Standards and Specification. System shall be connected to the domestic water supply. Contractor shall submit an irrigation design after project is awarded. Included with the submittal shall be a parts list, including manufacturer, product number and quantity. Irrigation design, plans and build shall comply with the Irrigation Performance Specifications included with this Bid Package.
5. All three park projects shall run simultaneously, unless approved by owner prior to start. Contract shall run 110 calendar days from notice to proceed to substantial completion. The contractor will have 10 calendar days to address punch items and shall be final complete and accepted 120 calendar days from notice to proceed.
6. Contract duration and final acceptance/completion shall be 120 Days from the issuance of the notice to proceed by owner.

a. Final Completion. The date on which the entire Work or an agreed portion thereof is complete in strict conformance with the Contract Documents. If any governmental entity has jurisdiction to approve or accept Contractor's work on the Project, or any portion thereof, Final Completion is not achieved unless and until written approval or acceptance of the entity is received.

b. Liquidated Damages for Delay/Economic Disincentive. The Contractor and the Owner agree that time is of the essence of this Contract. The Contractor and the Owner agree that a breach of this Contract by failure to complete the Work in the specified time will cause harm to the Owner, and further agree that the harm the Owner would sustain and the actual measure of damages the Owner would incur from the breach are incapable or very difficult of ascertainment. Therefore, the Contractor and the Owner agree that for each and every calendar day the Work or any portion thereof shall remain uncompleted after the expiration of the time limit(s) set in the Contract, or as extended under the provisions of these General Conditions (including, without limitation, due to a delay caused by Contractor's failure to comply with the Contract Documents or due to Owner's termination of Contractor for default under the Contract Documents), Contractor shall be liable to Owner for liquidated damages in the amount of [\$500] for each such calendar day, which sum the parties agree is a reasonable forecast of the damages the Owner will sustain per day that the Work remains uncompleted and in no way constitutes a penalty. Said [\$500] per day shall also be considered an "economic disincentive for late completion of the Work" pursuant to Section 49.271(e), Texas Water Code. The Owner shall have the option to deduct and withhold said amount from any monies that the Owner owes the Contractor or its sureties or to recover such amount from the Contractor or the sureties on the Contractor's bond.

7. Bidder shall be required to provide a Bid Bond; Performance Bond and Payment Bond. The bid bond or certified cashier's check must accompany each bid in the amount of 5% of the total bid amount, payable without recourse to Brushy Creek MUD or in the form of a bid bond from a surety company legally authorized to conduct business in the State of Texas.

The successful bidder will be required to provide a performance bond and a payment bond, as provided for in the bid documents, for the full amount of the contract at the time of contracting.

8. This Contract shall include a 1 year warranty period of all constructed and installed portions of the project, including but not limited to Concrete, Equipment, Fixtures, Irrigation, and Plant Material. The warranty shall commence from the date of final acceptance of the completed work by owner. The foregoing contractor warranty shall be in addition to any manufacturer's or equipment warranties, which shall be assigned by contractor to owner.
9. Following Final Completion and Final Acceptance of the Work, Contractor shall be responsible for property maintenance of all equipment and materials, including maintaining the Landscape and Irrigation furnished in connection with the Work for a period of thirty (30) days.
10. Contractor shall provide owner with 3rd party playground inspection and TAS inspection reports with all comments cleared prior to, and as a condition of final acceptance by owner.
11. Contractor is responsible for all maintenance and clean-up until project is complete and accepted.

BID INSTRUCTIONS ACKNOWLEDGMENT

This acknowledgment must be signed and submitted at the time of bid submittal.

I hereby acknowledge that I have read, understand and agree to the terms of these Bid Instructions as it relates to this project.

Bidder's Name: (OWNER)

Authorized Signature

Date