

**WHITEWATER SPRINGS POA BOARD OF
DIRECTORS SEPTEMBER 20, 2017 MEETING**

**AGENDA ITEM XI
ROADS, STREET REPAIRS, EROSION CONTROL
AND MAINTENANCE**



3543 North US HWY 281
 Burnet, TX 78611
 5127550198
 hindspaving@yahoo.com
 desahindspaving.com
 Desa P. Hinds
 512-755-0198
 512-756-6859

Hinds Paving

Estimate

For: Whitewater Springs
 dgrwater@dgrainc.com
 Donald Rauschuber
 5124139300

Estimate No: 15387
Date: 8/16/2017

Description	Amount
Work to be completed : Asphalt Maintenance Saw cut damaged areas for straight edge. Dig out old asphalt and debris approx. 2" inches thick, and haul off. Place hot mix asphalt type D approx. 2" inches thick roll and compact . Chaney's Crossing & Westcreek Drive on East side of road. Approx. 8x4	\$222.08
West creek Drive along side of road approx. 10x10	\$694.00
West creek one in center of road other on east side across from new home approx. 10x10 and 2x4	\$749.52
Corner of Wagon Wheel Drive and Westcreek Drive approx. 10x10	\$694.00
Wagonwheel Trail Cul-de-sac center of street approx. 15x5 and 2x2	\$548.26
Wagonwheel Trail end of cul-de-sac approx. 10x20 6x20 6x20	\$3,053.60
304 Wagonwheel on North Side approx. 5x5	\$173.50
Murphy & Wagonwheel entire corner section 4 radius approx. 450' sq ft	\$3,123.00
Ash Juniper approx. 2x2	\$27.76
Front gate next to call box approx. 5x5	\$173.50
324 Whitewater Corner 3 areas 10x15	\$1,041.00
501 Whitewater Drive center of street approx. 5x5	\$173.50
111 Wagonwheel approx. 10x10	\$694.00
Crestway Drive approx. 5x5	\$173.50
Crestway Drive approx. 5x5	\$173.50

Description	Amount
Crestway Drive approx. 20x10	\$1,388.00
Whitewater Drive approx. 20x10	\$1,388.00
Oak Crest Drive center of Road approx. 50x18	\$6,246.00
128 Oak Crest & Spring Hallow all across road approx. 40x10	\$2,776.00
990 Chaney's Crossing approx. 25x10	\$1,735.00
1103 Whitewater Drive & Wagonwheel Drive approx. 60x2	\$832.80
Subtotal	\$26,080.52
Total	\$26,080.52
Total	\$26,080.52

**WHITEWATER SPRINGS SUBDIVISION
PROPERTY OWNERS ASSOCIATION**

**WHITEWATER SPRINGS
2017 ROADWAY IMPROVEMENTS**

**CONTRACT DOCUMENTS &
PLANS AND SPECIFICATIONS**

Prepared by:

**Donald G. Rauscher & Associates, Inc.
P. O. Box 342707
Austin, Texas 78734
(512) 413-9300**

And

Whitewater Springs Road Committee

September 2017

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PART 1 - BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDS

Separate sealed bids addressed to the Whitewater Springs Board of Directors (OWNER) clearly labeled 2017 Whitewater Springs Roadway Improvements will be received %Don Rauschuber, President Whitewater Springs POA Board of Directors, P. O. Box 342707, Austin, Texas 78734 (alternate address: Don Rauschuber 9601 Dawning Court, Austin, Texas 78736), until 4:00 P.M. on May 26, 2016.

The Project consists of the following:

PROJECT

1. Single course chip seal on Spring Hollow Drive
2. Single course chip seal on Oak Crest
3. Single course edge chip seal at various locations within Whitewater Springs
4. Repair of flexible base pavement

Contract Documents, each consisting of Advertisement for Bids, Information for Bidders, Bid Proposal, Agreement, General Conditions, Special Conditions, Notice of Award, Notice to Proceed, Technical Specifications and Plans, together with any Addenda are available at DGRA, Inc., P. O. Box 342707, Austin, Texas 788734 or by contacting DGRA, Inc., at dgrwater@dgrainc.com

**INSTRUCTION TO BIDDERS
WHITEWATER SPRINGS DAM IMPROVEMENT PROJECT**

GENERAL

The provisions of this section shall govern in the event of any conflict between this section and the "General Condition of Agreement."

OWNER

The word "OWNER" in these specifications shall be understood as referring to the Whitewater Springs Subdivision Property Owners Association.

ENGINEER

The word "ENGINEER" in these specifications shall be understood as referring to Donald G. Rauschuber & Associates, Inc., Austin, Texas, (512/413-9300) regarding Project Contract Documents/Construction Management/Administration or Richard Dee Purkeypille, P.E., Purkeypille Consulting, LLC, Eureka Springs, Arkansas (512/971-2264), for the OWNER, or such other ENGINEER or on-site administrator as may be authorized by said OWNER to act in any particular position.

LOCATION OF PROJECT

This project is located in the Whitewater Springs Division, Bertram. A map showing the general location of this project is included in the plans.

SCOPE OF WORK

The work to be performed under this contract consists of furnishing all materials, labor, supervision, tools, and equipment necessary for the installation and construction of the following Whitewater Springs Dam Improvements:

PROJECT

1. Single course chip seal on Spring Hollow Drive
2. Single course chip seal on Oak Crest
3. Single course edge chip seal at various locations within Whitewater Springs
4. Repair of flexible base pavement

FORMS, PLANS AND SPECIFICATIONS

Forms of proposal, contract, and plans and specifications may be obtained from Don Rauschuber, President, Whitewater Springs Subdivision POA Board of Directors (512/413-9300 dgrwater@dgrainc.com) P. O. Box 342707, Austin, Texas 78734.

CONTRACTS DOCUMENTS

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project. The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

ADDENDA

BIDDERS desiring further information, or interpretation of the plans or specifications must make formal request for such information to the ENGINEER, prior to 72 hours before the bid opening. Answers to all such requests will be given in writing to all BIDDERS, in addendum form, and all addenda will be bound with, and made a part of the Contract Documents, which will be furnished to all registered holders of Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a BIDDER find discrepancies in, or omissions from the plans, specifications or other Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the ENGINEER in order that a written addendum may be prepared. Any addenda issued prior to 24 hours of the opening of bids will be available at the office of the ENGINEER, to each CONTRACTOR contemplating the submission of a proposal on this work. The proposal as submitted by the CONTRACTOR will be so constructed as to include any addenda, if such are issued by the ENGINEER prior to 24 hours of the opening of the bids.

EXAMINATION OF SITE OF PROJECT

Prospective BIDDERS may contact Don Rauschuber, President, Whitewater Springs Subdivision POA Board of Directors, @ 512/413-9300 for information pertaining to the Project and Contract Documents and/or to arrange a site tour.

Prospective BIDDERS shall make a careful examination of the site of the project, soil, utility, and site conditions to be encountered, facilities to be protected, methods of providing ingress and egress to public and private properties, and methods of handling traffic during construction of the entire project. Each BIDDER must inform himself/herself of the conditions relating to the

execution of the work, and it is assumed that he/she will inspect the site and make himself/herself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful BIDDER of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the BIDDER's obligation to verify for himself/herself and to his/her complete satisfaction all information concerning the site and subsurface conditions.

The OWNER will make available to prospective BIDDER upon request and at the office of the ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the work-site.

LICENSING REQUIREMENTS FOR CONTRACTORS

BIDDER and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of Texas for the performance of the work specified in the Contract Documents.

TYPE OF PROPOSAL

The Proposal for the work is to be submitted on a unit price basis. Unit prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. The estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. The Contractor shall be responsible for verifying the quantities. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

PREPARATION OF PROPOSALS

All blank spaces in the Proposal form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

The BIDDER shall sign his/her Proposal in the blank space provided therefor. If BIDDER is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If BIDDER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign the Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized

power-of-attorney must be on file with the OWNER prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

CHANGES IN QUANTITIES

The OWNER reserves the right to increase or decrease the amount of any class of unit price work item shown in the Proposal that may be deemed necessary, except that such increases or decreases in amount shall not be more than 25 percent of the quantities shown on the Drawings and Specifications without a Change Order.

SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bid. Proposals must be made on the Proposal forms provided herewith, and submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract.

Each Proposal/Bid must be submittal in a sealed envelope, so marked as to indicate the BIDDER's name and its contents without being opened, and addressed in conformance with the instructions in the Advertisement for Bid.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the BIDDER or by fax. If by fax, written confirmation over the signature of the BIDDER shall be mailed and postmarked on or before the date and time set for receipt of Proposals. No Proposal may be withdrawn after the time schedule for opening of Proposals, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to BIDDERS shall have elapsed.

AWARD OF CONTRACT

The Construction Contract for the Project shall be awarded to the lowest-most responsible BIDDER; however, the OWNER reserves the right, as the interests of the OWNER may require, to reject any and all bids, and to waive any informality or minor defects in bids received. **IN ADDITION, THE OWNER RESERVES THE RIGHT TO ELIMINATE OR MODIFY QUANTITIES TO ANY CONSTRUCTION ITEM INCLUDED IN THE PROJECT. IF THIS OPTION IS ELECTED BY THE OWNER, THE SUCCESSFUL BIDDER'S CONTRACT AMOUNT WILL BE REDUCED IN PRICE BY DEDUCTING THE BIDDER'S PROPOSED COST FOR ANY IMPROVEMENT NOT ELECTED TO BE**

INCLUDED IN THIS PROJECT BY THE OWNER FROM THE BIDDER'S TOTAL BASE BID. In evaluating the bids, OWNER will consider the qualifications of the BIDDERS and subcontractors, whether or not the bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form or prior to the notice of award. If the Contract is to be awarded, it will be awarded to the lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the project. The low BIDDER on unit price Proposals will be the lowest total Extended Total Amount for unit price items associated with the Base Bid as per Project Phase or in aggregate. However, in the event the Proposal includes an OWNER approved Alternative Bid(s), the low BIDDER on a unit price Proposal will be the sum of the lowest extended total amount for the Base Bid plus the lowest extended total amount for the Alternative Bid(s).

The OWNER also reserves the right to delay awarding of the Construction Bid and Contract to up to 60 calendar days following the submittal date specified in the Advertisement for Bids. The OWNER acting through its representatives will notify the successful BIDDER, in writing, within sixty (60) days after the date of receiving bids, of its acceptance of his/her proposal. The CONTRACTOR shall complete the execution of the required Bonds and Contract within ten (10) working days of such notice.

EXECUTION OF CONTRACT

The successful BIDDER shall, within 10 working days after receiving notice of award, sign and deliver to the OWNER a Contract in the form hereto attached together with the acceptable insurance certificates as required in this Document. Within 10 working days after receiving the signed Contract with documents from the successful BIDDER, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

TIME ALLOTTED FOR COMPLETION

The time allotted for the completion of all items of work shall be completed within forty-five (45) calendar days, which time shall begin on the tenth day after the issuance of the Notice to Proceed by the OWNER.

LIQUIDATED DAMAGES FOR DELAY

The CONTRACTOR agrees that time is of the essence of this contract and that for each day of delay beyond the number of calendar days or completion date herein agreed upon for the completion of any portion of his work herein specified and contracted for (after due allowance for such extension of time as provided for in General Conditions of Agreement) the OWNER may withhold, permanently, from the CONTRACTOR'S total compensation, the sum of two hundred dollars (\$200.00 per day) as liquidated damages for such delay.

SALES TAX

This project is for an entity entitled to a sales tax exemption under provisions of the Texas Limited Sales, Excise and Use Tax Act. The OWNER will furnish the successful BIDDER with a tax exemption certificate to be issued to suppliers.

TEXAS WORKER'S COMPENSATION

The successful BIDDER shall comply with Rule 28 TAC §110.110 relating to reporting requirements for building or construction projects for governmental entities, concerning Texas worker's compensation.

PRE-CONSTRUCTION CONFERENCE

After award of bid and prior to beginning construction, a conference will be held with representatives of the CONTRACTOR, OWNER, ENGINEER, and affected UTILITY COMPANIES(as needed) and REGULATORY AGENCIES, to discuss schedules, utility conflicts and traffic management of the project. The purpose is to establish lines of communication between the parties involved. The time and place of the Pre-Construction Conference shall be determined at the time of Bid Award.

**PROPOSAL
TO
WHITEWATER SPRINGS SUBDIVISION POA**

To: Don Rauschuber, President, Whitewater Springs Subdivision Board of Directors, P. O. Box 342707, Austin, Texas 78734

Physical/Mailing Address: 9601 Dawning Court,
Austin, Texas, 78736

Project Title: 2017 Whitewater Springs Roadway Improvements

BIDDER's person to contact for additional information on this Proposal:

Name: Don Rauschuber, President, Whitewater Springs Subdivision Board of Directors, P. O. Box 342707, Austin, Texas 78734

Telephone: 512/413-9300

The undersigned, as BIDDER, declares that the only person or parties interested in this proposal as principals are those named herein, that his/her proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the form of the contract, Notice to BIDDERS, specifications and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the ENGINEER AND OWNER, as therein set forth.

The BIDDER further agrees that he/she has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he/she believes pertinent from the ENGINEER, OWNER, and other sources in arriving at his conclusions.

The BIDDER understands and agrees that if a Contract is awarded, the OWNER may elect to award all alternates/phases under one Contract, separately, or in any combination that best serves the interests of the OWNER.

The BIDDER agrees that if this Proposal is accepted, he will, within 10 working days after receiving notice of award, sign the Contract in the form attached hereto, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

BIDDER agrees to furnish the OWNER, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

The BIDDER further agrees to begin work within 10 working days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days stated in the Instruction to BIDDERS and this Proposal and/or the awarded alternates after the date of the Notice to Proceed.

BIDDER further agrees that the unit price and quantities stated herein includes specific consideration for the insurance coverages, including contractual liability, specified in the Contract Documents.

It is understood that the following quantities of work to be performed at unit prices are approximate and are intended principally to serve as a guide to evaluating bids. Payment for such items will be made on the basis of the actual quantity measured in place.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the ENGINEER or OWNER, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at the unit prices set forth below, except as provided for in the plans and specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the ENGINEER or OWNER, but not shown on the plans or required by the specifications in accordance with the provisions of the general conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The BIDDER hereby acknowledges that he has received Addenda No's. _____, _____, _____, (BIDDER shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the BIDDER further agrees that his Proposal(s) includes all impacts resulting from said addenda.

The BIDDER agrees that all sales and use taxes are included in the stated bid prices for the work, unless provision is made herein for the BIDDER to separately itemize the estimated amount of sales tax on all items for which the OWNER is exempt.

The BIDDER further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The BIDDER agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in this Contract Document. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

The OWNER is seeking individual bids for each of the above items. The OWNER may elect to fund and construct none, one or any combination of the above listed items. Construction must be completed in 45 calendar days, which time shall begin on the tenth day after issuance of the Notice to Proceed by the OWNER, barring weather delays.

It is understood that the OWNER, reserves the right to reject and all bids and to waive any informality in bids received. Qualifying statements or qualifying letters accompanying this bid may be cause for rejection.

If erasures or other changes appear on these forms, each such erasure or change must be initialed by the person signing the bid.

The undersign hereby proposes and agrees to perform all work of whatever nature required, in strict accordance with these Contract Documents, for the following sum of price, to wit:

Bid Item	Quantity	Unit	Unit Price	Item Total
1. Single course chip seal on Spring Hollow Drive	7462	SY	_____	_____
2. Single course chip seal on Oak Crest	4342	SY	_____	_____
3. Single course 12" wide edge chip seal	5000	LF	_____	_____
4. Repair of flexible base pavement	24	SY	_____	_____
			BID TOTAL	_____

SUBCONTRACTORS

The BIDDER further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the BIDDER is awarded the Contract:

Name _____

Street _____ City _____ State _____ Zip _____

Name _____

Street _____ City _____ State _____ Zip _____

Name _____

Street _____ City _____ State _____ Zip _____

Name _____

Street _____ City _____ State _____ Zip _____

SURETY

If the BIDDER is awarded a construction Contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be

_____ whose address is

Street _____ City _____ State _____ Zip _____

BIDDER

BIDDER'S SIGNATURE PAGE:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 2016.

Signature of BIDDER

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly

authorized officers this _____ day of _____, 2016.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____
Secretary

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

DATE

PART 2 - CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ March, 2016, by and between the Whitewater Springs Subdivision POA (OWNER) and _____ having an address of _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the OWNER and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the Whitewater Springs Dam Improvement Project, to the extent of the Proposal made by the Contractor, dated the _____ day of _____ 2016, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Proposal, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS. In consideration of the performance of the work as set forth in these Contract Documents, the OWNER agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period (minimum of one year) after the date of final acceptance of the work by the OWNER, and further agrees to indemnify and save the OWNER harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the Proposal, shall be fully complete within the time frame specified in these Documents.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$200.00 per day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe

this _____ day of _____ A.D., 2016.

WHITEWATER SPRINGS SUBDIVISION POA:

By _____

Title: Don Rauschuber, President, Whitewater Springs Subdivision Board of Directors

CONTRACTOR:

By _____

Title _____

Date _____

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this ____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____

(Seal)

Attest

NOTICE TO PROCEED

TO: _____.

DATE: _____

Project: Whitewater Springs Dam Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2016, on before _____, 2016, and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2017.

WHITEWATER SPRINGS SUBDIVISION POA, BERTRAM, TEXASS
OWNER

By: _____

Title: President, Whitewater Springs Subdivision POA Board of Directors

ACCEPTANCE OF NOTICE BY CONTRACTOR

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this ____ day of _____ 2016.

By: _____

Title: _____

CERTIFICATE FOR PAYMENT
(LUMP SUM PROJECT)

PROJECT NAME: _____

DATE: _____

OWNER'S PROJECT NO. _____

COMPLETION DATE: _____

ELAPSE TIME: _____ DAYS CONTRACT ELAPSE TIME: % _____

PERIOD _____ TO _____

NAME OF OWNER _____

ADDRESS _____

NAME OF CONTRACTOR _____

ADDRESS _____

NAME OF PROJECT _____

ESTIMATED CONTRACT COST \$ _____

- | | | |
|-----|--|----------|
| 1. | ORIGINAL CONTRACT AMOUNT | \$ _____ |
| 2. | OWNER'S CHANGE ORDERS THRU NO. _____ | \$ _____ |
| 3. | TOTAL CURRENT CONTRACT AMOUNT | \$ _____ |
| 4. | TOTAL COMPLETED TO DATE | \$ _____ |
| 5. | TOTAL MATERIALS STORED TO DATE | \$ _____ |
| 6. | TOTAL COMPLETED AND STORED TO DATE | \$ _____ |
| 7. | RETAINAGE (10% OF LINE 6) | \$ _____ |
| 8. | TOTAL COMPLETED, LESS RETAINAGE | \$ _____ |
| 9. | LESS AMOUNT OF PREVIOUS ESTIMATES | \$ _____ |
| 10. | <u>AMOUNT DUE THIS APPLICATION</u> | \$ _____ |
| 11. | BALANCE TO FINISH, PLUS RETAINAGE
(LINE 3 - LINE 6) | \$ _____ |
| 12. | PERCENT COMPLETED TO DATE (LINE 6: LINE 3) | \$ _____ |

CONTRACTOR HEREBY CERTIFIES THAT THE WORK COVERED BY THIS APPLICATION FOR THE MONTH/YEAR OF _____ HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT, THAT ALL WORK PREVIOUSLY INVOICED HAS BEEN PAID FOR BY THE CONTRACTOR AND THE AMOUNT REQUESTED IS CURRENTLY DUE:

CONTRACTOR'S NAME _____ DATE _____

BY _____ TITLE _____

STATE OF _____ COUNTY _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 201__.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

NOTARY SIGNATURE AND SEAL

RECOMMENDED FOR PAYMENT IN THE AMOUNT OF \$ _____
DATE _____

APPROVED FOR PAYMENT:

OWNER'S SIGNATURE: _____ DATE _____

TITLE _____

PART 3 - CONDITIONS OF THE CONTRACT

Contractor shall give Whitewater five working days notice in writing by email to Don Rauschuber at dgrwater@dgrainc.com prior to beginning any work to allow notification of residents. David Waters will be the contact for all construction activities and may be contacted at 704-968-2666.

PART 4 - SPECIFICATIONS

All work shall be performed to the latest version of Texas Department of Transportation Standards with the exception that CRS-2P emulsion at the rate of .30gal/sy and grade 5T trap rock aggregate at a rate of 16.5lb/sy shall be used for the chip seal.

Contractor is responsible for traffic control and shall place temporary “Road Construction” signs 500’ prior to each work site. All other signs will be installed as needed.

PART 5 - DRAWINGS

**WHITEWATER SPRINGS SUBDIVISION
PROPERTY OWNERS ASSOCIATION**

**WHITEWATER SPRINGS
2017 EROSION CONTROL IMPROVEMENTS**

**CONTRACT DOCUMENTS &
PLANS AND SPECIFICATIONS**

Prepared by:

**Donald G. Rauscher & Associates, Inc.
P. O. Box 342707
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And

Whitewater Springs Road Committee

September 2017

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PART 1 - BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDS

Separate sealed bids addressed to the Whitewater Springs Board of Directors (OWNER) clearly labeled 2017 Whitewater Springs Roadway Improvements will be received %Don Rauschuber, President Whitewater Springs POA Board of Directors, P. O. Box 342707, Austin, Texas 78734 (alternate address: Don Rauschuber 9601 Dawning Court, Austin, Texas 78736), until 4:00 P.M. on May 26, 2016.

The Project consists of the following:

PROJECT

1. Headwall extension on Whitewater Drive
2. Install riprap at headwall extension on Whitewater Drive
3. Install rip rap at culvert on Murphy Drive
4. Excavate ditch and install stone on Grey Fox
5. Install rip rap on West Creek culvert at bank and right side
6. Excavate ditch and install stone north of 111 Wagon Wheel Trail
7. Excavate ditch and install stone south of 111 Wagon Wheel Trail
8. Install rock check dams at various locations

Contract Documents, each consisting of Advertisement for Bids, Information for Bidders, Bid Proposal, Agreement, General Conditions, Special Conditions, Notice of Award, Notice to Proceed, Technical Specifications and Plans, together with any Addenda are available at DGRA, Inc., P. O. Box 342707, Austin, Texas 788734 or by contacting DGRA, Inc., at dgrwater@dgrainc.com

**INSTRUCTION TO BIDDERS
WHITEWATER SPRINGS DAM IMPROVEMENT PROJECT**

GENERAL

The provisions of this section shall govern in the event of any conflict between this section and the "General Condition of Agreement."

OWNER

The word "OWNER" in these specifications shall be understood as referring to the Whitewater Springs Subdivision Property Owners Association.

ENGINEER

The word "ENGINEER" in these specifications shall be understood as referring to Donald G. Rauscher & Associates, Inc., Austin, Texas, (512/413-9300) regarding Project Contract Documents/Construction Management/Administration or Richard Dee Purkeypille, P.E., Purkeypille Consulting, LLC, Eureka Springs, Arkansas (512/971-2264), for the OWNER, or such other ENGINEER or on-site administrator as may be authorized by said OWNER to act in any particular position.

LOCATION OF PROJECT

This project is located in the Whitewater Springs Division, Bertram. A map showing the general location of this project is included in the plans.

SCOPE OF WORK

The work to be performed under this contract consists of furnishing all materials, labor, supervision, tools, and equipment necessary for the installation and construction of the following Whitewater Springs Dam Improvements:

PROJECT

1. Headwall extension on Whitewater Drive
2. Install riprap at headwall extension on Whitewater Drive
3. Install rip rap at culvert on Murphy Drive
4. Excavate ditch and install stone on Grey Fox
5. Install rip rap on West Creek culvert at bank and right side
6. Excavate ditch and install stone north of 111 Wagon Wheel Trail

-
7. Excavate ditch and install stone south of 111 Wagon Wheel Trail
 8. Install rock check dams at various locations

FORMS, PLANS AND SPECIFICATIONS

Forms of proposal, contract, and plans and specifications may be obtained from Don Rauschuber, President, Whitewater Springs Subdivision POA Board of Directors (512/413-9300 dgrwater@dgrainc.com) P. O. Box 342707, Austin, Texas 78734.

CONTRACTS DOCUMENTS

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project. The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

ADDENDA

BIDDERS desiring further information, or interpretation of the plans or specifications must make formal request for such information to the ENGINEER, prior to 72 hours before the bid opening. Answers to all such requests will be given in writing to all BIDDERS, in addendum form, and all addenda will be bound with, and made a part of the Contract Documents, which will be furnished to all registered holders of Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a BIDDER find discrepancies in, or omissions from the plans, specifications or other Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the ENGINEER in order that a written addendum may be prepared. Any addenda issued prior to 24 hours of the opening of bids will be available at the office of the ENGINEER, to each CONTRACTOR contemplating the submission of a proposal on this work. The proposal as submitted by the CONTRACTOR will be so constructed as to include any addenda, if such are issued by the ENGINEER prior to 24 hours of the opening of the bids.

EXAMINATION OF SITE OF PROJECT

Prospective BIDDERS may contact Don Rauschuber, President, Whitewater Springs Subdivision POA Board of Directors, @ 512/413-9300 for information pertaining to the Project and Contract Documents and/or to arrange a site tour.

Prospective BIDDERS shall make a careful examination of the site of the project, soil, utility, and site conditions to be encountered, facilities to be protected, methods of providing ingress and egress to public and private properties, and methods of handling traffic during construction of the entire project. Each BIDDER must inform himself/herself of the conditions relating to the execution of the work, and it is assumed that he/she will inspect the site and make himself/herself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful BIDDER of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the BIDDER's obligation to verify for himself/herself and to his/her complete satisfaction all information concerning the site and subsurface conditions.

The OWNER will make available to prospective BIDDER upon request and at the office of the ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the work-site.

LICENSING REQUIREMENTS FOR CONTRACTORS

BIDDER and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of Texas for the performance of the work specified in the Contract Documents.

TYPE OF PROPOSAL

The Proposal for the work is to be submitted on a unit price basis. Unit prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. The estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. The Contractor shall be responsible for verifying the quantities. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

PREPARATION OF PROPOSALS

All blank spaces in the Proposal form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

The BIDDER shall sign his/her Proposal in the blank space provided therefor. If BIDDER is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If BIDDER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign the Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the OWNER prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

CHANGES IN QUANTITIES

The OWNER reserves the right to increase or decrease the amount of any class of unit price work item shown in the Proposal that may be deemed necessary, except that such increases or decreases in amount shall not be more than 25 percent of the quantities shown on the Drawings and Specifications without a Change Order.

SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bid. Proposals must be made on the Proposal forms provided herewith, and submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract.

Each Proposal/Bid must be submittal in a sealed envelope, so marked as to indicate the BIDDER's name and its contents without being opened, and addressed in conformance with the instructions in the Advertisement for Bid.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the BIDDER or by fax. If by fax, written confirmation over the signature of the BIDDER shall be mailed and postmarked on or before the date and time set for receipt of Proposals. No Proposal may be withdrawn after the time schedule for opening of Proposals, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to BIDDERS shall have elapsed.

AWARD OF CONTRACT

The Construction Contract for the Project shall be awarded to the lowest-most responsible BIDDER; however, the OWNER reserves the right, as the interests of the OWNER may require, to

reject any and all bids, and to waive any informality or minor defects in bids received. **IN ADDITION, THE OWNER RESERVES THE RIGHT TO ELIMINATE OR MODIFY QUANTITIES TO ANY CONSTRUCTION ITEM INCLUDED IN THE PROJECT. IF THIS OPTION IS ELECTED BY THE OWNER, THE SUCCESSFUL BIDDER'S CONTRACT AMOUNT WILL BE REDUCED IN PRICE BY DEDUCTING THE BIDDER'S PROPOSED COST FOR ANY IMPROVEMENT NOT ELECTED TO BE INCLUDED IN THIS PROJECT BY THE OWNER FROM THE BIDDER'S TOTAL BASE BID.** In evaluating the bids, OWNER will consider the qualifications of the BIDDERS and subcontractors, whether or not the bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form or prior to the notice of award. If the Contract is to be awarded, it will be awarded to the lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the project. The low BIDDER on unit price Proposals will be the lowest total Extended Total Amount for unit price items associated with the Base Bid as per Project Phase or in aggregate. However, in the event the Proposal includes an OWNER approved Alternative Bid(s), the low BIDDER on a unit price Proposal will be the sum of the lowest extended total amount for the Base Bid plus the lowest extended total amount for the Alternative Bid(s).

The OWNER also reserves the right to delay awarding of the Construction Bid and Contract to up to 60 calendar days following the submittal date specified in the Advertisement for Bids. The OWNER acting through its representatives will notify the successful BIDDER, in writing, within sixty (60) days after the date of receiving bids, of its acceptance of his/her proposal. The CONTRACTOR shall complete the execution of the required Bonds and Contract within ten (10) working days of such notice.

EXECUTION OF CONTRACT

The successful BIDDER shall, within 10 working days after receiving notice of award, sign and deliver to the OWNER a Contract in the form hereto attached together with the acceptable insurance certificates as required in this Document. Within 10 working days after receiving the signed Contract with documents from the successful BIDDER, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

TIME ALLOTTED FOR COMPLETION

The time allotted for the completion of all items of work shall be completed within sixty (60) calendar days, which time shall begin on the tenth day after the issuance of the Notice to Proceed by the OWNER.

LIQUIDATED DAMAGES FOR DELAY

The CONTRACTOR agrees that time is of the essence of this contract and that for each day of delay beyond the number of calendar days or completion date herein agreed upon for the

completion of any portion of his work herein specified and contracted for (after due allowance for such extension of time as provided for in General Conditions of Agreement) the OWNER may withhold, permanently, from the CONTRACTOR'S total compensation, the sum of two hundred dollars (\$200.00 per day) as liquidated damages for such delay.

SALES TAX

This project is for an entity entitled to a sales tax exemption under provisions of the Texas Limited Sales, Excise and Use Tax Act. The OWNER will furnish the successful BIDDER with a tax exemption certificate to be issued to suppliers.

TEXAS WORKER'S COMPENSATION

The successful BIDDER shall comply with Rule 28 TAC §110.110 relating to reporting requirements for building or construction projects for governmental entities, concerning Texas worker's compensation.

PRE-CONSTRUCTION CONFERENCE

After award of bid and prior to beginning construction, a conference will be held with representatives of the CONTRACTOR, OWNER, ENGINEER, and affected UTILITY COMPANIES(as needed) and REGULATORY AGENCIES, to discuss schedules, utility conflicts and traffic management of the project. The purpose is to establish lines of communication between the parties involved. The time and place of the Pre-Construction Conference shall be determined at the time of Bid Award.

**PROPOSAL
TO
WHITEWATER SPRINGS SUBDIVISION POA**

To: Don Rauschuber, President, Whitewater Springs Subdivision Board of Directors, P. O. Box 342707, Austin, Texas 78734

Physical/Mailing Address: 9601 Dawning Court,
Austin, Texas, 78736

Project Title: 2017 Whitewater Springs Erosion Control Improvements

BIDDER's person to contact for additional information on this Proposal:

Name: Don Rauschuber, President, Whitewater Springs Subdivision Board of Directors, P. O. Box 342707, Austin, Texas 78734

Telephone: 512/413-9300

The undersigned, as BIDDER, declares that the only person or parties interested in this proposal as principals are those named herein, that his/her proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the form of the contract, Notice to BIDDERS, specifications and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the ENGINEER AND OWNER, as therein set forth.

The BIDDER further agrees that he/she has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he/she believes pertinent from the ENGINEER, OWNER, and other sources in arriving at his conclusions.

The BIDDER understands and agrees that if a Contract is awarded, the OWNER may elect to award all alternates/phases under one Contract, separately, or in any combination that best serves the interests of the OWNER.

The BIDDER agrees that if this Proposal is accepted, he will, within 10 working days after receiving notice of award, sign the Contract in the form attached hereto, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

BIDDER agrees to furnish the OWNER, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

The BIDDER further agrees to begin work within 10 working days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days stated in the Instruction to BIDDERS and this Proposal and/or the awarded alternates after the date of the Notice to Proceed.

BIDDER further agrees that the unit price and quantities stated herein includes specific consideration for the insurance coverages, including contractual liability, specified in the Contract Documents.

It is understood that the following quantities of work to be performed at unit prices are approximate and are intended principally to serve as a guide to evaluating bids. Payment for such items will be made on the basis of the actual quantity measured in place.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the ENGINEER or OWNER, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at the unit prices set forth below, except as provided for in the plans and specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the ENGINEER or OWNER, but not shown on the plans or required by the specifications in accordance with the provisions of the general conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The BIDDER hereby acknowledges that he has received Addenda No's. _____, _____, _____, (BIDDER shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the BIDDER further agrees that his Proposal(s) includes all impacts resulting from said addenda.

The BIDDER agrees that all sales and use taxes are included in the stated bid prices for the work, unless provision is made herein for the BIDDER to separately itemize the estimated amount of sales tax on all items for which the OWNER is exempt.

The BIDDER further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The BIDDER agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in this Contract Document. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

The OWNER is seeking individual bids for each of the above items. The OWNER may elect to fund and construct none, one or any combination of the above listed items. Construction must be completed in 60 calendar days, which time shall begin on the tenth day after issuance of the Notice to Proceed by the OWNER, barring weather delays.

It is understood that the OWNER, reserves the right to reject and all bids and to waive any informality in bids received. Qualifying statements or qualifying letters accompanying this bid may be cause for rejection.

If erasures or other changes appear on these forms, each such erasure or change must be initialed by the person signing the bid.

The undersign hereby proposes and agrees to perform all work of whatever nature required, in strict accordance with these Contract Documents, for the following sum of price, to wit:

Bid Item	Quantity	Unit	Unit Price	Item Total
1. Headwall extension on Whitewater Drive	1	LS	_____	_____
2. Install riprap at headwall extension on Whitewater Dr (approximately 18 in place cubic yards)	1	LS	_____	_____
3. Install rip rap at culvert on Murphy Drive (approximately 20 in place cubic yards)	1	LS	_____	_____
4. Excavate ditch and install stone on Grey Fox	270	LF	_____	_____
5. Install rip rap on West Creek culvert at bank and right side (approximately 12 in place cubic yards)	1	LS	_____	_____
6. Excavate ditch and install stone north of 111 Wagon Wheel Trail	120	LF	_____	_____
6. Excavate ditch and install stone south of 111 Wagon Wheel Trail	340	LF	_____	_____
7. Rip rap check dams	3	EA	_____	_____

BID TOTAL _____

SUBCONTRACTORS

The BIDDER further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the BIDDER is awarded the Contract:

Name _____

Street _____ City _____ State _____ Zip _____

Name _____

Street _____ City _____ State _____ Zip _____

Name _____

Street _____ City _____ State _____ Zip _____

Name _____

Street _____ City _____ State _____ Zip _____

SURETY

If the BIDDER is awarded a construction Contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be

_____ whose address is

Street _____ City _____ State _____ Zip _____

BIDDER

BIDDER'S SIGNATURE PAGE:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 2016.

Signature of BIDDER

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly

authorized officers this _____ day of _____, 2016.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____
Secretary

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

DATE

PART 2 - CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ March, 2016, by and between the Whitewater Springs Subdivision POA (OWNER) and _____ having an address of _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the OWNER and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the Whitewater Springs Dam Improvement Project, to the extent of the Proposal made by the Contractor, dated the _____ day of _____ 2016, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Proposal, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS. In consideration of the performance of the work as set forth in these Contract Documents, the OWNER agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period (minimum of one year) after the date of final acceptance of the work by the OWNER, and further agrees to indemnify and save the OWNER harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the Proposal, shall be fully complete within the time frame specified in these Documents.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$200.00 per day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe

this _____ day of _____ A.D., 2016.

WHITEWATER SPRINGS SUBDIVISION POA:

By _____

Title: Don Rauschuber, President, Whitewater Springs Subdivision Board of Directors

CONTRACTOR:

By _____

Title _____

Date _____

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this ____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____

(Seal)

Attest

NOTICE TO PROCEED

TO: _____.

DATE: _____

Project: Whitewater Springs Dam Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2016, on before _____, 2016, and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2017.

WHITEWATER SPRINGS SUBDIVISION POA, BERTRAM, TEXASS
OWNER

By: _____

Title: President, Whitewater Springs Subdivision POA Board of Directors

ACCEPTANCE OF NOTICE BY CONTRACTOR

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this ____ day of _____ 2016.

By: _____

Title: _____

CERTIFICATE FOR PAYMENT
(LUMP SUM PROJECT)

PROJECT NAME: _____

DATE: _____

OWNER'S PROJECT NO. _____

COMPLETION DATE: _____

ELAPSE TIME: _____ DAYS CONTRACT ELAPSE TIME: % _____

PERIOD _____ TO _____

NAME OF OWNER _____

ADDRESS _____

NAME OF CONTRACTOR _____

ADDRESS _____

NAME OF PROJECT _____

ESTIMATED CONTRACT COST \$ _____

- | | | |
|-----|--|----------|
| 1. | ORIGINAL CONTRACT AMOUNT | \$ _____ |
| 2. | OWNER'S CHANGE ORDERS THRU NO. _____ | \$ _____ |
| 3. | TOTAL CURRENT CONTRACT AMOUNT | \$ _____ |
| 4. | TOTAL COMPLETED TO DATE | \$ _____ |
| 5. | TOTAL MATERIALS STORED TO DATE | \$ _____ |
| 6. | TOTAL COMPLETED AND STORED TO DATE | \$ _____ |
| 7. | RETAINAGE (10% OF LINE 6) | \$ _____ |
| 8. | TOTAL COMPLETED, LESS RETAINAGE | \$ _____ |
| 9. | LESS AMOUNT OF PREVIOUS ESTIMATES | \$ _____ |
| 10. | <u>AMOUNT DUE THIS APPLICATION</u> | \$ _____ |
| 11. | BALANCE TO FINISH, PLUS RETAINAGE
(LINE 3 - LINE 6) | \$ _____ |
| 12. | PERCENT COMPLETED TO DATE (LINE 6: LINE 3) | \$ _____ |

CONTRACTOR HEREBY CERTIFIES THAT THE WORK COVERED BY THIS APPLICATION FOR THE MONTH/YEAR OF _____ HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT, THAT ALL WORK PREVIOUSLY INVOICED HAS BEEN PAID FOR BY THE CONTRACTOR AND THE AMOUNT REQUESTED IS CURRENTLY DUE:

CONTRACTOR'S NAME _____ DATE _____

BY _____ TITLE _____

STATE OF _____ COUNTY _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 201__.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

NOTARY SIGNATURE AND SEAL

RECOMMENDED FOR PAYMENT IN THE AMOUNT OF \$ _____
DATE _____

APPROVED FOR PAYMENT:

OWNER'S SIGNATURE: _____ DATE _____

TITLE _____

PART 3 - CONDITIONS OF THE CONTRACT

Contractor shall give Whitewater five working days notice in writing by email to Don Rauschuber at dgrwater@dgrainc.com prior to beginning any work to allow notification of residents. David Waters will be the contact for all construction activities and may be contacted at 704-968-2666.

PART 4 - SPECIFICATIONS

All work shall be performed to the latest version of Texas Department of Transportation Standards and to the plans included in this bid package. Rip rap will be furnished by Whitewater Springs and is stockpiled at Whitewater Springs burn site. Contractor is to load and haul stockpiled rip rap as part of his cost.

Contractor is responsible for traffic control and shall place temporary "Road Construction" signs 500' prior to each work site. All other signs will be installed as needed.

PART 5 - DRAWINGS
