

\$35.00

CITY OF SAN ANGELO
REQUEST FOR COMPETITIVE SEALED PROPOSALS
RFCSP No: PK-03-15

Park /Engineering Services
Spring Creek Boat Ramp

SUBMITTAL DEADLINE
December 14, 2015, 2:00 PM Local Time

Contract Documents
Specifications



City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Table Of Contents

This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Proposers are responsible for reading the entire package and complying with all specifications.

REQUEST FOR PROPOSAL.....	3
SCOPE OF WORK	3
GENERAL NOTES:.....	3
DOCUMENT, PLANS AND SPECIFICATIONS AVAILABILITY	3
DIGITAL FORMAT	4
INSURANCE AND INDEMNIFICATION REQUIREMENTS	4
PRE-PROPOSAL CONFERENCE.....	4
DELIVERY OF PROPOSAL	4
PROPOSAL WITHDRAWAL.....	4
REJECTION OF PROPOSALS	4
QUALIFICATION STATEMENT	4
CONFIDENTIALITY.....	4
EQUAL OPPORTUNITY EMPLOYERS	4
1. INSTRUCTIONS.....	6
1.1. RESTRICTIONS ON COMMUNICATION.....	6
1.2. INTERPRETATIONS.....	6
1.3. SUBMISSION OF PROPOSAL.....	7
1.4. MODIFICATIONS – CORRECTIONS, DELETIONS OR ADDITIONS.....	7
1.5. PROPOSAL FORM.....	7
1.6. WITHDRAWAL OF PROPOSALS	7
1.7. REJECTION OF PROPOSALS.....	7
1.8. AWARD AND EXECUTION OF DOCUMENTS	8
1.9. EVALUATION CRITERIA.....	8
1.10. SELECTION PROCESS.....	8
1.11. PROPOSAL/BID SECURITY.....	9
1.12. SECURITY FORFEITURE	9
1.13. RETURN OF SECURITY	9
1.14. TAXES AND PERMITS	9
1.15. EXAMINATION OF CONTRACT DOCUMENTS.....	9
1.16. FAMILIARIZATION WITH THE TYPE OF WORK	9
1.17. SITE INVESTIGATION	10
1.18. SOILS TESTING SPECIFICATIONS	10
1.19. SUBCONTRACTORS AND SUPPLIERS.....	10
1.19.1. Subcontractor Qualification	10
1.19.2. Suppliers.....	10
1.20. COPIES OF CONTRACT DOCUMENTS	11
1.21. PERFORMANCE AND PAYMENT BOND	11
1.22. WAIVER OF PERFORMANCE AND PAYMENT BONDS	11
1.23. QUANTITIES ARE APPROXIMATE.....	11
1.24. EMPLOYMENT REQUIREMENTS AND WAGE RATES	11
1.24.1. General.....	11
1.24.2. Records.....	11
1.24.3. Penalty	12
1.24.4. Hours of Labor.....	12
1.24.5. Veterans Preference.....	12
1.24.6. Prevailing Wage and Hour Decision.....	12

2.	ATTACHMENT 1 – CONSTRUCTION GENERAL CONDITIONS.....	18
3.	STANDARD TECHNICAL SPECIFICATIONS.....	18
4.	PROPOSAL FORMS.....	18
	PRICE PROPOSAL	19
	BID SECURITIES/BID BONDS.....	21
	ADDENDUM ACKNOWLEDGEMENT	22
	CONTRACTOR CONTACT INFORMATION	23
	DISCLOSURE OF CERTAIN RELATIONSHIPS.....	24
	VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS	27
	REFERENCES	29
	LOCAL EXPERIENCE.....	31
	CITY OF SAN ANGELO EXPERIENCE.....	33
	LIST OF SUBCONTRACTORS AND SUPPLIERS	35
	DEBARMENT AND SUSPENSION CERTIFICATION	38
	DRAFT CONTRACT	39



REQUEST FOR PROPOSAL

Scope of Work

The City of San Angelo is requesting Sealed Proposals for the construction of a 40-foot wide concrete boat ramp north-west of 2698 Camper Rd. The ramp should have a textured finish, compacted flexible base, with stone rip-rap on each side of the ramp. Work includes asphalt patching in the parking area with striping. Fencing must be new, pipe rail. A cofferdam is optional, with the design/construction to be approved by the City Engineer prior to construction. Selected vendor will be responsible for removal of asphalt, excavation of dirt, adjustment, demolition, and disposal/haul off of any and all existing elements which are not scheduled to be salvaged in this proposal.

All work shall conform to the City's Standard Details and specifications. See the City's website for paving specifications referenced on the drawings: <http://www.cosatx.us/departments-services/engineering-services/engineering-services-documents>.

Specifications referenced include but are not limited to the following:

- Item 132 - Embankment
- Item 200 - Subgrade Preparation
- Item 247 - Flexible Base
- Item 300 - Asphalts, Oils and Emulsions
- Item 302 - Aggregates for Surface Treatments
- Item 316 - Surface Treatment
- Item 340 - Hot Mix Asphalt Concrete Pavement
- Item 360 - Concrete Pavement

All Contractors shall be subject to submissions criteria set forth by the City of San Angelo in accompanying sections in the bid documents.

This project is permitted under the US Army Corps of Engineers General Conditions to the regional permit CSWF-09-RGP-8. The contractor shall follow the requirements set forth in the permit for boat docks including:

- No more than a total of 500 cubic yards of dredge and/or fill material may be placed below the ordinary high water mark in the construction of a boat ramp.
- Dredge material is restricted to native soils obtained at the work site. Fill material may be imported from an upland source and consist of dirt, concrete, sand, gravel, rock, and/or other coarse aggregate.
- Use of asphalt below the ordinary high water mark is not authorized.
- This RGP does not authorize construction storage and staging areas in waters of the US for undertaking authorized work within waters of the United States.

For questions regarding the CSWF-09-RGP-8, please contact Chuck Brown of the UCRA, 325-234-8017.

General Notes:

1. See drawings for notes, details and specifications
2. Remove asphalt outside new fence location
3. Relocate existing pole with light in adjacent landscape area by City
4. Salvage bench, pipe rail fence and fence mounted trash can for City
5. Protect tree to remain, adjacent to new fence location
6. Protect tree and fire hydrant in landscape area during construction
7. Existing ramp to remain for future use as needed
8. Verify location of existing underground electrical service before any excavation
9. Verify location of existing underground water main before any excavation

Estimated Completion: 60 days (Calendar Days)

Document, Plans and Specifications Availability

Contract documents, including plans and specifications are available and may be examined without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas or downloaded at <http://cosatx.us> at no cost.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
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Proposal documents, plans, and specifications may be obtained at the Purchasing Department, Suite 330, City Hall at a cost of \$35.00 per set. No refunds will be made and no partial sets will be issued.

Digital Format

If Vendors obtain the Proposal specifications in digital format in order to prepare a proposal, ***the Proposal must be submitted in hard copy*** according to the instructions contained in this publication. If, in its Proposal response, Vendors make any changes whatsoever to the published Proposal specifications, the Proposal specification ***as published*** shall control. Furthermore, if an alteration of any kind to the Proposal specification is discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft project agreement form included within this Proposal package. Please read the bold note at the top of the first page of the draft project agreement form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent **prior** to submitting your Proposal.

Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held **November 24, 2015 at 2:00 P.M., at the Spring Creek Marina, located at 45 Fishermans Rd. San Angelo, Texas.** Representatives of the City will discuss the project and answer questions regarding proposal procedures.

Delivery of Proposal

Sealed proposals must be addressed to the Purchasing Department-RFCSP, City of San Angelo, 72 W. College Ave., San Angelo, Texas 76903, or for Delivery Services - Purchasing Department-RFCSP, Suite 330, City of San Angelo, 72 W. College Ave., San Angelo, Texas 76903, and will be received until **2:00 P.M., Local Time, December 14, 2015.**

Mark Envelope: "RFCSP NO. PK-03-15/Spring Creek Boat Ramp"

It is the sole responsibility of the firm to ensure that the sealed submittal arrives at the above location by specified deadline regardless of method chosen by the company for delivery.

Faxed or electronically transmitted submittals will not be accepted

Proposal Withdrawal

No Proposal may be withdrawn within a period of 90 days after the date fixed for opening.

Rejection of Proposals

The City of San Angelo reserves the right to reject all proposals, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional proposals.

Qualification Statement

Prospective Vendors should be advised that a qualification statement might be required by the City upon request.

Confidentiality

All proposals submitted shall remain confidential. After award and contract execution, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Equal Opportunity Employers

All contractors and subcontractors must be Equal Opportunity Employers

Disadvantaged and Minority Proposers are encouraged to participate.



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Points of Contact

Julia Antilley, Purchasing Manager

City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
(325) 657-4219
sapurch@cosatx.us

Kent Conner, Project Engineer

City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903



1. INSTRUCTIONS

1.1. Restrictions on Communication

Proposers should not communicate with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Proposer. Violation of this provision by Proposer and/or its agent may lead to disqualification of Proposer's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning operations.
2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity.
3. Casual social contacts that do not include mention of this RFP.
4. Proposers may submit written questions concerning this RFP to the Staff Contact Person listed below until seven (7) business days prior to deadline. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Julia Antilley, Purchasing Manager
Email: sapurch@cosatx.us

Please ensure the RFP Number and Title is in the Subject Line.

Suppliers must submit their questions using the following format.

- Supplier's name, requester, and appropriate contact information
 - Clearly state the question
 - Include specific reference to the applicable Request for Proposal section(s)
5. Questions, if answered, will be posted in the form of an Addendum to the City's website at www.cosatx.us. Proposer is responsible for calling the City to determine if any addendums have been issued prior to their submittal. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding. It is the Proposer's responsibility to ensure all addendums have been considered prior to submitting an offer.
 6. Proposers may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Proposers shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
 7. Upon completion of the evaluation process, Proposers shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
 8. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.

City reserves the right to contact any Proposer to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Proposer of this section.

1.2. Interpretations

All questions about the meaning or intent of this Request shall be submitted to the Purchasing Department in writing. Replies may be issued by Addenda. All addendums are posted on the City's website as they are issued. See 1.1.5 above for further details.



1.3. Submission of Proposal

Each Proposal and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to the City of San Angelo, Texas, marked PROPOSAL ENCLOSED and identified on the outside with the Proposer's name and with the Proposal number and/or title as stated in this RFCSP. The City will not be responsible for the premature opening of any proposal which is not submitted in a satisfactory PROPOSAL ENVELOPE or which is not properly addressed and identified.

If the Proposal is sent by carrier (Fed Ex, UPS, etc.), the sealed envelope shall be enclosed in the carrier's packaging with the notation "PROPOSAL ENCLOSED" on the face thereof.

Proposals shall be delivered to the designated location prior to the time and date for receipt of Proposals indicated in this RFCSP, or the modified time and date indicated by Addendum. Proposals received after the time and date for receipt of Proposals will not be evaluated.

Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. No Proposer may submit more than one offer. Multiple Proposals under different names will not be accepted from one firm or association.

The Purchasing Division clock will be the official time for receiving Proposals. Proposals submitted after the bid submission deadline will not be opened.

1.4. Modifications – Corrections, Deletions or Additions

No phone, fax, or email changes to Proposals will be accepted. Prices cannot be changed after Proposals are opened. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to Proposal opening.

The City reserves the right to consider any Proposal "non-responsive" if the Base Proposal pricing is determined to be unreasonable or irresponsible in relation to the other submitted Proposals and/or the City's cost estimate.

1.5. Proposal Form

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Proposals by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Proposals by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the Proposal of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

Proposal forms must be completed in ink. All blank spaces in the Proposal Form shall be filled. A Proposal price shall be indicated for each item and alternative listed therein, or the words "No Proposal", "No Charge", or other appropriate phrase shall be entered. Proposals received without all such items completed may be considered nonresponsive.

The Proposer is not required to acknowledge receipt of Addenda but shall include all addenda in Proposer's response. No alterations in Proposals or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Proposer. Failure to consider all Addenda's prior to submitting a proposal shall be at the risk of the Proposer.

1.6. Withdrawal of Proposals

Proposals may be modified or withdrawn by contacting the Purchasing Department and requesting withdrawal any time prior to opening of Proposals. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

1.7. Rejection of Proposals

The City reserves the right to reject any and all Proposals, and does not bind himself to accept the lowest Proposal or any proposal for this work or any part thereof and shall have the right to ask for new Proposals for the whole or parts, should he desire to do so.



Proposals will be rejected if:

- The Proposal is not received by the Proposal Opening Deadline.
- The Proposal is not executed by a person authorized to enter into a contract for the company.
- The Proposer is debarred or suspended from working on federal or other government projects.
- The Proposal Guarantee (Bid Bond) is not submitted or is not in the name of company submitting a Proposal.

The City reserves the right to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional Proposals.

1.8. Award and Execution of Documents

It is **not** the policy of the City to purchase based on low bids alone. The award of the Proposal, if it is awarded, will be to the Proposer whose combination of qualifications, experience, reputation and price provides the best value as determined by the City.

In evaluating Proposals, the City shall consider the following criteria for determining the "best value":

- The overall purchase price,
- Proposer's reputation for their goods and/or services,
- Proposers past relationship with the municipality, and
- Proposers past experience on City projects or projects in the immediate area.

Contracts will not be awarded to companies who:

- Cannot comply with Performance Bond and Payment Bond Requirements
- Cannot comply with the Insurance Requirements

1.9. Evaluation Criteria

All proposals will be evaluated and scored by an evaluation committee that will score each proposal based upon the following criteria and weighting as detailed below.

- **Cost (60%)**
Proposer shall provide detailed cost information as outlined. In analyzing Proposals, the City may take into consideration alternates and unit prices.
- **Past/Current Relationship with the City of San Angelo (20%)**
Proposer shall provide a list of References for similar projects completed for the City of San Angelo, including a description of the project, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All references shall be for work completed in the last five (5) years).
- **Experience with Local Projects within 150 mile Radius (10%)**
Proposer shall provide a list of References for similar projects completed in the general area of City of San Angelo, including a description of the project, City contact information, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All references shall be for work completed in the last five (5) years).
- **References (10%)**
Proposer shall provide a list of References for similar projects, including the identification of the City and contact information, a description of the project, and any relevant information regarding the similarities of past project not otherwise readily apparent. Additionally, proposer should identify whether any projects identified herein resulted in claims, litigation, or arbitration. (All references shall be for work completed in the last five (5) years).

1.10. Selection Process

1. The city will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening. Based upon the submissions, the following steps may occur as needed:



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PURCHASING DEPARTMENT
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2. Proposers selected for a short list may be invited to attend an interview at their own expense. The City shall not incur any costs associated with the preparation and/or submittal of proposals.
3. The City reserves the right to revise the solicitation and request "Best and Final Offers" from the top candidates following the initial evaluation or interview round.
4. The City will select the proposal that offers the best value based on the selection criteria and its ranking evaluation.
5. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked submission. At this stage, the City may discuss modifications to the proposed scope, time, and price. Modifications are not required, and if they are discussed but not agreed to by the City and the Proposer, a final contract may still be negotiated and agreed upon based on the original response to the RFCSP. If the two parties are unable to reach a final agreement, the City will inform that Proposer in writing that negotiations are ended.
6. The City may then negotiate with the next highest ranked Proposer. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

1.11. Proposal/Bid Security

Each proposal must be accompanied by a Security Bond, Certified or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the City in the sum of not less than five percent (5%) of the total amount of the proposal. The security bond must be executed by a surety meeting the requirements set forth in the General Conditions and in the name of the prime contractor. The bond shall be made payable without condition to the City of San Angelo, Texas.

1.12. Security Forfeiture

Failure of the selected Proposer to deliver the required Contract Documents, including the required bonds and insurance, within thirty (30) days of the Notice of Award to the selected Proposer shall be just cause for the City to annul the award and declare the Bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the City.

1.13. Return of Security

All securities will be deposited within 24 hours of submittal due date. The City will issue new checks as described herein. The security of the successful Proposer will be retained until he has executed the contract agreement and furnished the required Contract Security and insurance, whereupon bid security will be returned. The security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until the day after the required documents are delivered by the selected Proposer to City, but not to exceed 90 days after the submittal due date. Bid securities furnished by other Proposers will be returned within 60 days of the submittal due date.

1.14. Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against City or the selected Proposer in connection with the Work shall be paid by the Proposer. The Proposal prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax.

1.15. Examination of Contract Documents

Each Proposer shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a Proposal shall constitute an acknowledgment that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his Proposal or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected Proposer as a result of conditions pertaining to the work.

1.16. Familiarization with the Type of Work

Before submitting a Proposal, each prospective Proposer shall familiarize himself with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of this Request and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Proposal will constitute a representation of



compliance by the Proposer. There will be no subsequent financial adjustment for lack of such familiarization.

1.17. Site Investigation

The information contained in this document about topography, subsurface soils, subsurface structures, and any quantities based thereon, is furnished solely for the convenience of the Proposer as information available at the time. The accuracy of this information is not guaranteed and the Proposer is fully and solely responsible to verify pertinent information prior to Proposal time. Use of the information provided in no way relieves the Proposer or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

1.18. Soils Testing Specifications

The Proposer will be allowed to conduct soils investigations within the alignment of the proposed Project as they can be coordinated with the City and appropriate landowners during the Proposal preparation phase. All such investigations must be coordinated through the City.

1.19. Subcontractors and Suppliers

All Proposals must include a list of proposed Subcontractors and suppliers on the form included in the Proposal submission form section. **Proposers are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the City, within 24 hours of Proposal opening, the apparent low Proposer, and any other Proposer so requested, shall submit a list of all Subcontractors expected to be used in the work.

1.19.1. Subcontractor Qualification

Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 5 percent (5%) of the Work.

The successful Proposer will submit to the City for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the Work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

The City will notify the successful Proposer in writing if there is objection to any Subcontractor, person, or organization on such list.

If the apparent low Proposer declines to make any such substitution, the contract shall not be awarded to such Proposer, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Additional requirements for subcontractors are contained within the General Conditions, of this document.

The failure of the City to make any such objection prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person, or organization. Such acceptance a Subcontractor, person or organization shall not: (1) constitute a waiver of any right of the City to reject defective Work, Material, or Equipment, or Work, Material, or Equipment not in conformance with the requirements of the Contract Documents; or (2) constitute a waiver of Contractor's complete and total liability for any defective Work, Material, or Equipment, or Work Material or Equipment not in conformance with the requirements of the Contract Documents whether or not provided by or performed by any such Subcontractor.

If the City registers objection to and refuses to accept a Subcontractor, person, or organization list the successful Proposer may either (1) submit an acceptable substitute without an increase in his Proposal price or (2) withdraw his Proposal. If the City raises objection to a Subcontractor, person, or organization after the execution and delivery of the Agreement, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the reasonable difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. In the event that prior objection is raised as described above, but the Contractor fails to submit an acceptable substitute prior to execution and delivery of the Agreement, no increase in Contract Price shall be allowed.

1.19.2. Suppliers

The list of Subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the Proposer expects to use in the Work.



1.20. Copies of Contract Documents

The selected Proposer to whom a contract is awarded will be furnished, without cost to him, five (5) copies of the specifications and five (5) sets of the drawings, together with all Addenda thereto. Additional copies of specifications and drawings may be obtained from the City for a fee.

1.21. Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Proposer shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected Proposer may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Proposer to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature shall constitute a default, and the City may either award the contract to the next responsible bidder or re-advertise for bids or proposals, and may charge against the bidder the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the Security Guarantee.

Performance and Payment Bonds shall be delivered to the City's Risk Manager.

1.22. Waiver of Performance and Payment Bonds

Performance and Payment Bonds may be waived under the following circumstances:

The City may elect, at their option, to waive Payment Bonds if the contract sum is less than fifty-thousand (\$50,000.00) Dollars.

The City may elect, at their option, to waive Performance Bonds if the contract sum is one-hundred thousand (\$100,000.00) Dollars or less.

1.23. Quantities are Approximate

The quantities named in the Proposal are approximate only, but these are to be used as a basis for the comparison of proposals and to determine the amount of the bonds. However, if a unit price appears to the City to be unbalanced to such an extent that changes in actual quantities required under the contract might result in contract price adjustments which would increase payments to the selected Proposer excessively, then the City may take such a condition under consideration in awarding the contract.

1.24. Employment Requirements and Wage Rates

1.24.1. General

The selected Proposer shall comply with all requirements of the prevailing wage law of the State of Texas, Texas Government Code, Chapter 2258, including the latest amendments thereto.

The selected Proposer and his Subcontractors shall pay wage rates not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work as listed in the current Davis-Bacon Wage rates.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

1.24.2. Records

The selected Proposer and each Subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of City.

Certified Payrolls are to be submitted to the City's representative weekly.



1.24.3. Penalty

If the selected Proposer or any Subcontractor fails to comply with the prevailing wage law, he shall forfeit to City sixty dollars (\$60.00) per day for each laborer, workman, or mechanic who is paid less than the specified rate, pursuant to §2258.023 of the Texas Government Code.

1.24.4. Hours of Labor

The selected Proposer shall comply with all requirements of the hours of work on public works defined by Texas Government Code §650.001, including the latest amendments thereto, as an eight (8) hour work day. Violation of this provision is punishable by fine and imprisonment pursuant to §650.003 of the Texas Government Code.

1.24.5. Veterans Preference

Pursuant to Texas Government Code, §657.004, the selected Proposer shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five (5) years.

1.24.6. Prevailing Wage and Hour Decision

Chapter 2258 of the Texas Government Code requires contractors and subcontractors performing work on public works contracts to pay wages at a rate consistent with the rate prevailing in the area. Under federal law, the United State Department of Labor is required to maintain a prevailing Wage and Hour decision for each geographical area. Compliance with the published decision meets the requirements of the Texas Government Code.

Additionally, all contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

If the Wage Decision lists fringe benefits, you must either provide the benefits or pay the hourly equivalent in cash in addition to the predetermined wage.

Labor classifications not appearing on the Wage Decision will be deferred to the U.S. Department of Labor (DOL) for approval.

The selected Proposer will be responsible for compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the timework is performed.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Prevailing Wage and Hour Decision

General Decision Number: TX150007 01/02/2015 TX7

Superseded General Decision Number: TX20140007

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 13.55	
ELECTRICIAN.....	\$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.36	
Structures.....	\$ 13.52	
LABORER		
Asphalt Raker.....	\$ 12.28	
Flagger.....	\$ 9.30	
Laborer, Common.....	\$ 10.30	
Laborer, Utility.....	\$ 11.80	
Work Zone Barricade		
Servicer.....	\$ 10.30	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer.....	\$ 14.87	
Asphalt Paving Machine.....	\$ 13.40	



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Broom and Sweeper.....	\$ 11.21
Crane, Lattice Boom 80 Tons or Less.....	\$ 16.82
Crawler Tractor Operator....	\$ 13.96
Excavator, 50,000 lbs or less.....	\$ 13.46
Front End Loader Operator, Over 3 CY.....	\$ 12.77
Front End Loader, 3CY or less.....	\$ 12.28
Loader/Backhoe.....	\$ 14.18
Mechanic.....	\$ 20.14
Milling Machine.....	\$ 15.54
Motor Grader, Rough.....	\$ 16.15
Motor Grader, Fine.....	\$ 17.49
Pavement Marking Machine....	\$ 16.42
Reclaimer/Pulverizer.....	\$ 12.85
Roller, Asphalt.....	\$ 10.95
Roller, Other.....	\$ 10.36
Scraper.....	\$ 10.61
Spreader Box.....	\$ 12.60
Servicer.....	\$ 13.98
Steel Worker (Reinforcing).....	\$ 13.50
TRUCK DRIVER	
Lowboy-Float.....	\$ 14.46
Single Axle.....	\$ 12.74
Single or Tandem Axle Dump..	\$ 11.33
Tandem Axle Tractor with Semi.....	\$ 12.49

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).



Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



2. ATTACHMENT 1 – CONSTRUCTION GENERAL CONDITIONS

See Attachment

3. STANDARD TECHNICAL SPECIFICATIONS

Specifications referenced include but are not limited to the following:

- Item 132 - Embankment
- Item 200 - Subgrade Preparation
- Item 247 - Flexible Base
- Item 300 - Asphalts, Oils and Emulsions
- Item 302 - Aggregates for Surface Treatments
- Item 316 - Surface Treatment
- Item 340 - Hot Mix Asphalt Concrete Pavement
- Item 360 - Concrete Pavement

4. PROPOSAL FORMS

Submit **one (1) unbound original** (binder clips are acceptable), **two (2) bound copies** (staples are acceptable) of all Proposal submission forms, and **one (1) copy in PDF format on USB Drive** in the order listed below:

1. Price Proposal (Required)
2. Security Bond(Required)
3. Contractor Contact Information Form (Required)
4. IRS Form W-9 (Required)
5. Conflict of Interest Questionnaire (Required)
6. Debarment and Suspension Certification (Required)
7. Vendor Compliance with Reciprocity On Non-Resident Bidders (Required)
8. Contractor References (Required)
9. Local Experience References (Required)
10. Local Area Experience (Required)
11. List of Proposed Subcontractors (Required)
12. Certifications
13. Draft construction contract (marked with revisions if applicable, Venue and Insurance Requirements should be left as is)

All submissions are to be in a sealed envelope indicating the business name in top left-hand corner and the Proposal number in the lower left-hand corner



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Company Name

Price Proposal
RFCSP: PK-03-15/Spring Creek Boat Ramp

Pursuant to the Foregoing Notice to Proposers, the undersigned Proposer hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he Proposals, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an Agreement and Bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

BASE BID

All site work including demolition of asphalt paving, landscape island, pipe rail fence, trees, etc.; Excavation, disposal and grading for new paving and concrete ramp; Type A, Grade 2 compacted base in patched paving areas; Striping as indicated; Installation of concrete boat ramp as detailed with rip-rap stone on each side of ramp. NOTE: The contractor may choose to construct the concrete boat ramp with or without the use of a cofferdam.

_____ Dollars and _____ Cents

BASE PRICE with Cofferdam \$ _____

BASE PRICE without Cofferdam \$ _____

ALTERNATES:

Based on work included in the Base Bid above, please indicate if the proposed "Alternate" work will be an "Added" or "Deductive" cost to the project. If discrepancies occur, unit pricing prevails.

ALTERNATE #1

Base Bid includes: Pipe Rail Fence - demolition only - salvage for City.

Alternate 1:

Pipe Rail Fence - provide new fence per layout to match original size and spacing, including gaps in fencing and installation of trash can; prime and paint to match. (approximately 200 LF)

(ADD / DEDUCT)

_____ Dollars and _____ Cents

ALTERNATE #1 PRICE \$ _____



ALTERNATE #2

Base Bid includes: Patching / Paving - provide COSA Standard, Type A, Grade 2 compacted base in patched paving areas as indicated, approximately 8,000 SF (296 SY)

Alternate 2:

Asphalt Paving - in lieu of Base Bid paving, provide new COSA standard 2-course asphalt paving in the areas shown. (approximately 8,000 SF(296 SY)).

(ADD / DEDUCT)

(Unit Cost: \$_____ / SY)

_____ Dollars and _____ Cents

ALTERNATE #2 PRICE \$ _____

ALTERNATE #3

Base Bid/Alternate #2 includes: Patching / Paving or 2-course asphalt paving of approximately 8,000 SF (296 SY)

Alternate 3 - In lieu of Base Bid and Alternate #2, combine patched areas and expand paving scope of work to provide new asphalt paving in the ramp loading and parking areas. (approximately 15,000 SF (556 SY))

*This will require additional removal and disposal of existing asphalt paving.

(ADD / DEDUCT)

Removal / disposal of additional existing asphalt:

(Unit Cost: \$_____ / SY)

_____ Dollars and _____ Cents

Asphalt Paving:

(Unit Cost: \$_____ / SY)

_____ Dollars and _____ Cents

ALTERNATE #3 TOTAL PRICE \$ _____

ALTERNATE #4

Alternate 4 - Paving - in addition to Base Bid and other Alternates, provide a price for 1-course, seal coat.

(approximately 1 acre minimum)

(ADD / DEDUCT)

(Unit Cost: \$_____ / SY)

_____ Dollars and _____ Cents

ALTERNATE #4 TOTAL PRICE \$ _____

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Bid Securities/Bid Bonds

Bid Securities are required as outlined in section 1.11 Proposal/Bid Security for 5% of the base bid cost.

Performance Bonds and Payment Bonds will be required based on the Base Price above as well as any selected optional Alternate Bids.

Intended Performance Bond Agent:_____

Intended Payment Bond Agent:_____

Upon receipt of the written "Notice of Award", the bidder will execute the agreement within thirty (30) days and deliver all bonds and Certificates of Insurance.

Liquidated Damages

Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

Should the Contractor not complete the work at a permitted site within the required time period, the City may, at its option, assess a \$400.00 per day delinquent charge against the Contractor, until such time as work at the site is complete. Estimated Completion Time is 60 Calendar Days.

Reservation

Proposer understands the City reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the City and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
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Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the solicitation documents.

Addendum No. 1 Dated:	_____	Received:	_____
Addendum No. 2 Dated:	_____	Received:	_____
Addendum No. 3 Dated:	_____	Received:	_____

(Seal if Bidder is
Corporation)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

Note: Agents must provide evidence of authority to bind corporation.

THIS FORM MUST BE RETURNED WITH THE PROPOSAL



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
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Contractor Contact Information

Please Print

Contact Name:
Mailing Address:
City, State Zip Code:
Accounts Receivable Address
City, State Zip Code
Tax ID:
Payment Terms:
Telephone: FAX:
Email:

Attach IRS W-9 FORM

THIS FORM MUST BE RETURNED WITH THE PROPOSAL



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
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Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete to comply with this law, are available at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/confliict forms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the seventh (7th) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in blue ink, appearing to read "Julia Antilley".

Julia Antilley
Purchasing Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

4

Signature of person doing business with the governmental entity

Date



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised August 2015)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3 and Mayor Pro-Tempore
Lucy Gonzales, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

John Edward Barriou, Jr. - President
Tony Villarreal - First Vice President
Tommy Hiebert - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Juan Flores - Director
Scott Tankersley - Director

Executive Director: Roland Peña



Vendor Compliance with Reciprocity on Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal place of business or corporate offices are in the State of Texas: _____.

Company

Signature

Title

Address

City, State Zip

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

Note: Agents must provide evidence of authority to bind corporation.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Intentionally Left Blank



Company Name

References

List five (5) governments or companies, **other than City of San Angelo**, who can verify the quality of service your company provides. References should be of similar size and scope of work to this Proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

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Company Name

Local Experience

List five (5) similar projects, **within 150 miles of City of San Angelo**, with similar size and scope of work to this Proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

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PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Reference Four

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Five

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

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PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
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Company Name

City of San Angelo Experience

List five (5) projects, **for City of San Angelo**, your firm has completed in the last five (5) years that exhibit the quality of service your company provides.

Reference One

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Two

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Three

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

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Reference Four

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Five

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____

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PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
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List of Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Proposers are strongly encouraged to explore utilizing area subcontractors and suppliers.** Make as many copies of this form as necessary to cover all categories of work.

Category of Work: GENERAL CONTRACTOR % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

(OVER)



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Percentages should total to 100%

THIS FORM MUST BE RETURNED WITH THE PROPOSAL



INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Bid, the prospective Bidder is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective Bidder shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective Bidder to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective Bidder shall provide immediate written notice to the City of San Angelo to which this Bid is submitted if at any time the prospective Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Bidder," "person," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective Bidder agrees by submitting this Bid that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective Bidder further agrees by submitting this Bid that it will include the clause titled "Certification Regarding Debarment And Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Bidder in a covered transaction may rely upon a certification of a prospective Bidder in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Bidder may decide the method and frequency by which it determines the ineligibility of its principals. Each Bidder may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a Bidder in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



Debarment and Suspension Certification

1. The RESPONDENT certifies to the best of its knowledge and belief, that it and its principals:
 - a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated in paragraph (1) (b) of this certification:
 - c) Have not within a three-year period preceding this proposal had one or more public transactions. terminated for cause or default; and
 - d) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.
2. The RESPONDENT further certifies to the best of its knowledge and belief, that it (or its surety, parent, or subsidiary companies) and its principals:
 - a) Does not currently have any claims against or are not currently involved in any litigation with the City of San Angelo.
 - b) Is not indebted to the City of San Angelo.
3. Where the RESPONDENT **is unable to certify to any of the statements in this certification**, such RESPONDENT shall attach an explanation to this certification.

Typed or Printed Name of Certifying Official

Date

Signature of Certifying Official

Title

THIS FORM MUST BE RETURNED WITH THE PROPOSAL



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature

Date

AGREEMENT BY AND BETWEEN

AND THE CITY OF SAN ANGELO

This is the City's standard form of agreement for projects of this type. The specified insurance requirements in Section 18 are applicable to this project. After proposals are opened and City has determined its recommendation, a final Contract for your signature will be prepared. The appropriate sections will be completed with an accurate summary of the description of work to be awarded and the price recommended to Council, including all alternates, options and addenda to be awarded. Any special provisions included in the proposal documents will be added in Section 27 of this Contract. This Contract must be finalized by City, and signed by Contractor, prior to the award of the proposal by the City Council.

This Contract is entered into this ____ day of _____, 2015 (but effective as of _____, 2015) ("effective date") by and between the City of San Angelo, a home-rule municipal corporation of the State of Texas ("City") and _____, a _____ ("Contractor").

RECITALS:

A. City has issued a Request for Competitive Sealed Proposal No. PK-03-15 Spring



Creek Boat Ramp (“RFCSP No. PK-03-15”) for the construction of a 40-foot wide boat ramp and associated demolition and haul off at the Spring Creek Marina within the City of San Angelo (“Work”).

B. Contractor’s proposal, in response thereto, has been selected as the most qualified proposal for the provision of Work.

C. The City Council of the City of San Angelo approved the selection of Contractor on _____, 2015, and authorized the City Manager to negotiate and execute a contract, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, City and Contractor agree as follows:

TERMS:

1. RECITALS AND INCORPORATIONS: The recitals are true and correct and are hereby incorporated into and made a part of this Contract. The RFCSP and Contractor’s Proposal are sometimes referred to herein collectively as the Contract Documents (“Contract Documents”), which are by this reference incorporated herein and made a part of this Contract and attached hereto as **Exhibit “A”**.

2. STATEMENT OF WORK:

A. Contractor shall be responsible for completing Work as described in Contract Documents for the construction of a 40-foot wide boat ramp and associated demolition and haul off at the Spring Creek Marina within the City of San Angelo as specified in the Contract Documents.

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, installation, and haul off of existing materials; and, all other Work specified in the technical specification documents and



drawings included with the Contract Documents incorporated herein by reference in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

3. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within sixty (60) consecutive calendar days ("Contract Time") after the date Work commences as established by the Notice to Proceed. Upon Contractor's receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City.

4. LIQUIDATED DAMAGES: City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 3. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for Contractor to pay City FOUR HUNDRED DOLLARS AND NO CENTS (\$400.00) for each calendar day that expires after the time specified in Section 3. until Work is substantially complete. Therefore, Contractor shall pay City as liquidated damages FOUR HUNDRED DOLLARS AND NO CENTS (\$400.00) for each calendar day that expires after the time specified in Section 3. until Work is substantially complete.

5. CONTRACT PRICE: City shall pay to Contractor for performance of Work embraced in this Contract, and Contractor shall accept as full compensation therefore, the bid price of



_____ Dollars (_____) subject to adjustment only as provided by approved change order, for all Work covered by and included in the contract award; payment thereof to be made in current funds in the manner provided in Section 6. Payment Procedure.

6. PAYMENT PROCEDURE: Contractor shall submit Applications for Payment in accordance with the General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the General Conditions, and Chapter 2251 of the Texas Government Code except that progress payments and the final payment under this Contract shall be made as set forth below:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month as provided below. All progress payments shall be based upon the progress of Work measured as provided for in the General Conditions. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Partial payment retainage shall not exceed five percent (5%) of the total price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with the General Conditions, City shall pay the remainder of the Contract Price.

7. CONTRACT DOCUMENTS: The following documents from City are incorporated herein by reference for all purposes, as if fully set out verbatim:

- Request for Competitive Sealed Proposal No. PK-03-15 Spring Creek Boat Ramp ("RFCSP No. PK-03-15")
- City of San Angelo Owner Construction General Conditions (**Attachment 1**, hereto)



made a part hereof for all purposes as if fully set forth herein and referred to in this Agreement as “General Conditions”.

- Contractor’s Bid
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said Bid Invitation Number as of the time this Contract is entered into by Contractor and City.

8. REPRESENTATIONS OF CONTRACTOR: In order to induce City to enter into this Contract, Contractor makes the following representations to City:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, and with all local conditions and federal, state and local laws.

B. Contractor has made, or caused to be made, examinations and investigations of information as it deems necessary for the performance of Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations or similar data are, or will be required by Contractor for such purposes.

C. Contractor has given City advanced written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents prior to bidding and the written resolution thereof by City is acceptable to Contractor.

D. Contractor is skilled and experienced to responsibly perform the type of Work described in the Contract Documents in a timely manner.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Contractor understands that Contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, recordkeeping,



etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

10. OWNERSHIP OF DOCUMENTS: Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by City to Contractor or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Contract is and shall at all times remain the property of City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

11. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Contractor under this Contract, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Contract. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Contract.

B. City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Contract conform to the terms hereof, if applicable. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of San Angelo Code of Ordinances, as same may be amended or supplemented from time to time.

12. AWARD OF CONTRACT: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Contract and



that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Contract.

13. PUBLIC RECORDS: Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall be considered a material breach of the Contract and result in the immediate termination of this Contract by City.

14. DEFAULT: If Contractor fails to comply with any term or condition of this Contract, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, City in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Contract whereupon all unpaid contract funds shall be available to the City to complete the construction and/or remedy any defective performance by the Contractor. Should the Contractor default, any advances for work to be performed or materials to be ordered which have been paid by the City to the Contractor shall be immediately returned to the City. Should the costs to complete the construction and/or remedy any defective performance by the Contractor exceed the remaining Contract balance, Contractor shall be liable to the City for all costs and expenses to complete the construction and/or remedy any defective performance, to include any cost associated with re-procurement, and for any consequential and incidental damages suffered by the City. Contractor understands and agrees that termination of this Contract under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

15. TERMINATION RIGHTS OF CITY:

A. City shall have the right to terminate this Contract, in its sole discretion, at any time,



for any reason, by giving written notice to Contractor at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Contractor compensation for Work rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Contract, without notice or liability to Contractor, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to City all amounts received while Contractor was in default under this Contract.

16. RESOLUTION OF CONTRACT DISPUTES:

A. Contractor understands and agrees that all disputes between Contractor and City concerning or relating to the denial or partial denial of a change, change order or extra work under paragraphs 2.17, 2.18 or 2.19 of the Owner's Construction General Conditions incorporated into the Contract shall be held for resolution until the Project has been substantially completed. The Contractor shall make a written request for resolution of the dispute (the "Request") to the City's designated official for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that the Contractor wants the official to consider in reaching a determination. The official shall issue a written notice of decision upon the Contractor's Request within the thirty (30) days of receipt of the Contractor's Request. If the official cannot issue a decision within thirty (30) days of the receipt of the Contractor's Request, the official shall notify the Contractor the date upon which a decision shall be issued. Submission of a Contractor's Request for determination of the dispute is a condition precedent to the Contractor's ability to engage in litigation against the City. If a decision is not



issued by the date indicated by the official or within ninety (90) days after the submission of the Contractor's written Request for determination, whichever occurs first, the Contractor will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of the Contractor's Request, the resolution of the dispute will be documented, if necessary, through a change to the Contract in accordance with the provisions contained in the Contract, to include but not limited to, paragraphs 2.17, 2.18 and 2.19 of the Owner's Construction General Conditions. Should the dispute fail to reach resolution through the submission by the Contractor's Request, the dispute may be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the official in response to a Contractor's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its work under the Contract unless further performance has been excused by termination of the Contractor or stopping work is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

B. Contractor understands and agrees that any and all other disputes arising between Contractor and City not related to changes, change orders or extra work, may be submitted to mediation at the sole discretion of the City. City agrees that it shall make such an election within no later than sixty (60) days from the date of final completion, abandonment or termination, whichever



is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its work under the Contract unless further performance has been excused by termination of the Contractor or is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

17. INSURANCE:

A. Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of Services hereunder, provided however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with City.

B. If in the judgment of City, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice,



this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

18. INDEMNIFICATION:

A. GENERAL INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as “Contractor”), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental



authority, federal, state or local, in connection with the performance of this Contract. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-contractors, as provided above, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct.

B. PROSPECTIVE APPLICATION. Any and all indemnity provided for in this Contract shall survive the expiration of this Contract and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Contract but thereafter so long as any liability could be asserted in regard to any acts or omissions of Contractor in performing under this Contract.

C. RETROACTIVE APPLICATION. The indemnity provided for in this Contract shall extend not only to claims and assessments occurring during the term of this Contract but retroactively to claims and assessments which may have occurred during the term of previous contracts between City and Contractor.



19. INSURANCE REQUIREMENTS:

A. General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

- 1) Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
- 2) Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 3) Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 4) Certificates of Insurance. At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College Ave., San Angelo, Texas 76903.
- 5) Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Contract. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure



of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

6) Subcontractors' Insurance. Contractor shall cause each Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each Subcontractor and Sub-Subcontractor.

B. Types And Amounts Of Insurance Required. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

1) Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of City or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors [to remain in force for two (2) years after final payment].

Coverage limits shall not be less than:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products- Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$100,000.00	Fire Damage (any one fire)

2) Business Automobile Liability. This policy shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

\$1,000,000.00	Combined Single Limits
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3) Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$500,000.00	Employer's Liability, Each Accident
\$500,000.00	Employer's Liability, Disease - Each Employee
\$500,000.00	Employer's Liability, Disease - Policy Limit

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Contract.

If Contractor uses contract labor, Contractor shall require its subcontractor to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

20. INDEPENDENT CONTRACTOR: Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance on Contractor's employees.

21. NONDISCRIMINATION: Contractor represents and warrants to City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Contract on account of race, color, sex, religion, age, handicap, marital status or national origin. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age,



handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Contract.

22. VERIFICATION OF EMPLOYMENT ELIGIBILITY: Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

23. AMENDMENTS: City and Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by City. Such amendments shall only address the items or issues dealt with in the amendment and shall not invalidate any other portion or provision of this Contract, nor relieve or release City or Contractor from their respective obligations under this Contract except as may be specifically set forth in the amendment.

24. ASSIGNMENT: No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

25. SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

26. NOTICES: Communication and details concerning this Contract shall be directed to the following representatives:



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

CITY:

City of San Angelo
Office of Construction Management
Attn: David Knapp
72 W. College Ave.
San Angelo, Texas 76903

CONTRACTOR:

Attn: _____

Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Contract, notice must first be given City no later than ninety-one (91) days of the date Contractor alleges the breach occurred. Such notice shall be given in accordance with this provision and shall state the date, time, and circumstances of the alleged breach.

27. MISCELLANEOUS PROVISIONS:

A. Remedies: In the event of default by Contractor under the Contract Documents, City shall have all rights and remedies afforded to it at law or in equity to enforce the terms of the Contract. The City's exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity that may be available to City against either Contractor or its Surety.

B. Attorneys' Fees: If any action at law or in equity is necessary by either City or Contractor to enforce or interpret the terms of the Contract Documents, the party prevailing on the majority of issues shall be entitled to reasonable attorneys' fees and costs and any necessary disbursements in addition to any other relief to which the prevailing party is entitled.

C. Conflicts: This Contract, the documents required to be provided, and the Contract Documents constitute the entire Contract between the parties hereto and supersede any prior written or oral Contracts and understandings between the parties. If any provision of this Contract, the General Conditions, the Specifications or any other provision contained within the Contract Documents conflicts, or is inconsistent with any other provision of the Contract Documents, then



the conflict or inconsistency will be resolved first by reference to the terms of this Contract, then to the General Conditions to this Contract and then finally to the Specifications therein, unless a federal law, regulation or restriction would require otherwise, in which case the federal provision would control.

D. Severability: If any provision of this Contract is held invalid or unenforceable, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

E. Venue: This Contract, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to Work covered by this Contract shall rest exclusively in the state district court(s) located in Tom Green County, Texas.

F. Counterparts: This Contract may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Contract. By affixing their signature to this Contract, each individual is representing that he or she has the authority to sign this Contract and to bind the party that they represent to this Contract.

G. Enforcement: This Contract shall be construed and enforced according to the laws of the State of Texas.

H. Headings: Titles and paragraphs are for convenient reference and are not a part of this Contract.

I. No Waiver: No waiver or breach of any provision of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

J. Governing Laws: Should any provision, paragraph, sentence, word or phrase



contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or the City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Contract shall remain unmodified and in full force and effect or limitation of its use.

K. Applicable Law: This Contract and the Contract Documents are subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

28. CONTINGENCY CLAUSE: Funding for this Contract is contingent on the availability of funds and continued authorization for program activities and the Contract is subject to amendment or termination for convenience due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

29. ENTIRE CONTRACT: This Contract constitutes the sole and entire Contract between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

30. REAFFIRMATION OF REPRESENTATIONS: Contractor hereby reaffirms all of the representations contained in Contract Documents.

[Signature Page to Follow]



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CONTRACTOR:

By: _____

_____, _____

ATTEST:

(SEAL)

CITY:

City of San Angelo

By: _____

Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

(SEAL)

Approved as to Content:

Approved as to Form:

Russell Pehl, City Engineer

Theresa James, City Attorney

Approved as to Insurance Requirements:

Charles Hagen, Risk Manager

END OF PROPOSAL DOCUMENTS