

**\$175.00**

**CITY OF SAN ANGELO**  
**REQUEST FOR COMPETITIVE SEALED PROPOSALS**  
**RFCSP No: ES-01-17**

**Engineering Services Division**

**Southland Boulevard  
Roadway Improvements Phase 1**

**SUBMITTAL DEADLINE**  
**January 17, 2017, 4:00 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. Respondents are responsible for reading the entire package and complying with all specifications.*

<b>1. REQUEST FOR SEALED PROPOSAL.....</b>	<b>1</b>
1.1. SCOPE OF WORK.....	1
1.2. DOCUMENT, PLANS AND SPECIFICATIONS AVAILABILITY.....	1
1.3. PRE-PROPOSAL CONFERENCE.....	1
1.4. DIGITAL FORMAT .....	1
1.5. INSURANCE AND INDEMNIFICATION REQUIREMENTS .....	1
1.6. DELIVERY OF PROPOSAL .....	1
1.7. PROPOSAL WITHDRAWAL.....	2
1.8. REJECTION OF PROPOSALS.....	2
1.9. QUALIFICATION STATEMENT .....	2
1.10. CONFIDENTIALITY.....	2
1.11. EQUAL OPPORTUNITY EMPLOYERS.....	2
1.12. POINTS OF CONTACT .....	2
<b>2. INSTRUCTIONS .....</b>	<b>3</b>
2.1. RESTRICTIONS ON COMMUNICATION .....	3
2.2. INTERPRETATIONS.....	3
2.3. SUBMISSION OF PROPOSAL.....	4
2.4. MODIFICATIONS—CORRECTIONS, DELETIONS OR ADDITIONS.....	4
2.5. PROPOSAL FORM.....	4
2.6. WITHDRAWAL OF PROPOSALS .....	4
2.7. REJECTION OF PROPOSALS.....	4
2.8. AWARD AND EXECUTION OF DOCUMENTS.....	5
2.9. EVALUATION CRITERIA.....	5
2.10. SELECTION PROCESS.....	5
2.11. PROPOSAL/BID SECURITY .....	6
2.12. SECURITY FORFEITURE .....	6
2.13. RETURN OF SECURITY .....	6
2.14. CERTIFICATE OF INTERESTED PARTIES (FORM 1295) .....	6
2.15. TAXES AND PERMITS .....	7
2.16. EXAMINATION OF CONTRACT DOCUMENTS .....	7
2.17. FAMILIARIZATION WITH THE TYPE OF WORK.....	7
2.18. SITE INVESTIGATION.....	7
2.19. SOILS TESTING SPECIFICATIONS.....	7
2.20. SUBCONTRACTORS AND SUPPLIERS .....	7
2.20.1. Subcontractor Qualification .....	7
2.20.2. Suppliers .....	8
2.21. COPIES OF CONTRACT DOCUMENTS .....	8
2.22. PERFORMANCE AND PAYMENT BOND .....	8
2.23. WAIVER OF PERFORMANCE AND PAYMENT BONDS .....	8
2.24. QUANTITIES ARE APPROXIMATE.....	8
2.25. EMPLOYMENT REQUIREMENTS AND WAGE RATES.....	9
2.25.1. General .....	9
2.25.2. Records .....	9
2.25.3. Penalty .....	9
2.25.4. Hours of Labor .....	9

2.25.5.	<i>Veterans Preference</i> .....	9
2.25.6.	<i>Prevailing Wage and Hour Decision</i> .....	9
<b>3.</b>	<b>GENERAL CONDITIONS</b> .....	<b>14</b>
3.1	TESTS AND INSPECTIONS REQUIRED BY LAW .....	14
3.2	ASSIGNMENT AND SUBLETTING .....	14
3.3	WORKER'S COMPENSATION INSURANCE REQUIREMENTS .....	14
3.3.1	<i>Failure to Maintain Adequate Insurance Coverage</i> .....	14
<b>4.</b>	<b>SUPPLEMENTAL GENERAL NOTES</b> .....	<b>15</b>
4.1.	PAVEMENT OPERATIONS .....	15
4.2.	TRAFFIC CONTROL PLAN.....	15
4.3.	WORK ZONE PAVEMENT MARKINGS.....	16
4.4.	CONSTRUCTION INSPECTIONS.....	16
4.5.	PROTECTION OF WORK .....	17
4.6.	THERMOPLASTIC PAVEMENT STRIPING AND RAISED PAVEMENT MARKERS .....	17
4.7.	STORM WATER POLLUTION PREVENTION PLAN.....	17
<b>5.</b>	<b>SUPPLEMENTAL DOCUMENTS</b> .....	<b>17</b>
5.1.	TXDOT - STANDARD SPECIFICATIONS .....	17
5.2.	CITY - SOUTHLAND PROJECT MANUAL .....	18
5.3.	CITY - OWNER'S CONSTRUCTION GENERAL CONDITIONS - ATTACHMENT 1 .....	18
5.4.	LJA ENGINEERING - SIGNED PLANS.....	18
<b>6.</b>	<b>PROPOSAL FORMS</b> .....	<b>19</b>
	PRICE PROPOSAL.....	20
	ADDENDUM ACKNOWLEDGEMENT.....	23
	CONTRACTOR CONTACT INFORMATION .....	24
	DISCLOSURE OF CERTAIN RELATIONSHIPS.....	25
	DEBARMENT AND SUSPENSION CERTIFICATION.....	29
	LOCAL PREFERENCE CONSIDERATION APPLICATION.....	31
	VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS .....	32
	CITY REFERENCES .....	33
	LOCAL AREA REFERENCES .....	35
	LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS.....	37
	DRAFT CONTRACT .....	39



## 1. REQUEST FOR SEALED PROPOSAL

### 1.1. Scope of Work

The City of San Angelo is accepting sealed proposals for the construction of roadway improvements on Southland Boulevard.

Phase I of the project includes a 2-inch Hot Mix Asphaltic Concrete (HMAC) street widening and overlay of the local roadway, sidewalk, pedestrian improvements, curb and gutter, and stormwater aspects along with grading, base, structures, traffic signal relocation, and signage/pavement markings for approximately 645 linear feet of roadway. The location of the project is along Southland Boulevard from Sherwood Way (SH67) to the traffic controlled intersection for Sam's Club and Wal-Mart.

This project has several different aspects identified in detail in the plans and specifications:

- Roadway construction of an addition lane on the south side of Southland Boulevard for the entire length of the project.
- Sidewalk along the south side of Southland from Sherwood Way to the west side of Sam's Club's access driveway.
- Road surfacing by means of mill and overlay of the existing pavement on Southland Boulevard for the entire length of the project.
- Curb and gutter along south side of Southland Boulevard from Sherwood Way to the west side of Sam's Club's access driveway.
- Traffic signal and pedestrian pedestal relocation at Sam's Club's access driveway.
- Re-configuration of pavement markings from Sherwood Way for the entire length of the project.
- Stormwater concrete box culvert extension for the existing culvert under Sam's Club's access driveway.

Estimated Completion: 208 Calendar Days

Estimated Project Cost: \$379,400.00

### 1.2. Document, Plans and Specifications Availability

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

Proposal documents, plans, and specifications may be obtained at the Purchasing Department, Suite 330, City Hall at a cost of \$175.00 per set. No refunds will be made and no partial sets will be issued.

### 1.3. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held **January 6, 2017 at 10:30 A.M.**, in Meeting Room 202, located on the **second floor conference room of City Hall at 72 W. College Ave., San Angelo, TX. 76903**. Representatives of the City will discuss the project and answer questions regarding proposal procedures.

### 1.4. Digital Format

If respondents obtained the 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, the respondent makes 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.

### 1.5. 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 review the insurance and indemnification requirements with your insurance agent **prior** to submitting your proposal.

### 1.6. Delivery of Proposal

Sealed proposals must be delivered by **4:00 P.M., Local Time, January 17, 2017** to:

Purchasing Division - ES-01-17, Suite 330  
City of San Angelo  
72 West College Avenue

San Angelo, Texas 76903

**Mark Envelope: "RFCSP NO. ES-01-17/Southland Boulevard Roadway Improvements Phase 1"**

*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*

**1.7. Proposal Withdrawal**

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

**1.8. 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.

**1.9. Qualification Statement**

Prospective respondents should be advised that a qualification statement might be required by the Owner upon request.

**1.10. 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.

**1.11. Equal Opportunity Employers**

All contractors and subcontractors must be Equal Opportunity Employers. Disadvantaged and Minority respondents are encouraged to participate.

**1.12. Points of Contact**

**Julia Antilley, Division Manager**  
Purchasing Division  
City of San Angelo  
72 West College Avenue  
San Angelo Texas, 76903  
Telephone: (325) 657-4219  
Email: sapurch@cosatx.us

**Kent Conner EIT, Project Engineer**  
Engineering Services Division  
City of San Angelo  
72 West College Avenue  
San Angelo Texas, 76903



## 2. INSTRUCTIONS

### 2.1. Restrictions on Communication

Respondents should not communicate with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP 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 RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent'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 RFCSP;
4. Communications at the Pre-Proposal conference.
5. Written questions concerning this RFCSP to the Purchasing Division must be received no later than seven days prior to the due date. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Julia Antilley, Purchasing Division Manager  
Email: [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

***Please ensure the RFCSP 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 Sealed Proposal section(s)
6. Questions, if answered, will be posted in the form of an addendum to the City's website at [www.cosatx.us](http://www.cosatx.us).
  7. Respondents 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, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
  8. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Communications may resume as usual after the Council date.

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

### 2.2. Interpretations

All questions about the meaning or intent of this request shall be submitted to [Sapurch@cosatx.us](mailto:Sapurch@cosatx.us) in writing. Replies may be issued by addenda. All addenda are posted on the City's website as they are issued. It is the Proposer's responsibility to ensure all addenda have been considered prior to submitting an offer.

Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be

without legal effect.

### **2.3. 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 Respondent's name and with the proposal number and/or title as stated in this RFCSP. The Owner 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.

Respondent shall assume full responsibility for timely delivery at the location designated for receipt of proposals. No Respondent 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.**

### **2.4. 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 Owner reserves the right to consider any proposal "non-responsive" if the Base Price is determined to be unreasonable or irresponsible in relation to the other submitted proposals and/or the Owner's cost estimate.

### **2.5. 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 Owner, 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 Respondent is not required to acknowledge receipt of addenda but shall include all addenda in Respondent'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 Respondent. Failure to consider all Addenda's prior to submitting a proposal shall be at the risk of the Offeror.

### **2.6. 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.

### **2.7. Rejection of Proposals**

The Owner 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 Respondent 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.

## **2.8. 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 respondent whose combination of qualifications, experience, reputation and price provides the best value as determined by the City.

In evaluating proposals, the Owner shall consider the following criteria for determining the "best value":

- The overall purchase price,
- Respondent's reputation for their goods and/or services,
- Respondents past relationship with the municipality, and
- Respondents 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

## **2.9. 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 (55%)**  
Respondent shall provide detailed cost information as outlined in the request. In analyzing proposals, the City may take into consideration alternates and unit prices.
- **Respondents Reputation for Products/Services (20%)**  
Respondent shall provide a list of references for similar projects, including the identification of the owner and contact information, 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). Additionally, respondent should identify whether any projects identified herein resulted in claims, litigation or arbitration.
- **Past Relationship with the City of San Angelo (15%)**  
Respondent 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 Projects in the City Of San Angelo Area (within 150 mile Radius) (10%)**  
Respondent 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, owner 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).

## **2.10. Selection Process**

1. The city will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.

2. The City reserves the right to revise the Request and then request "Best and Final Offers" from the top candidates following the initial evaluation.
3. The City then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
4. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked offer. 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 Offeror, 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 Offeror in writing that negotiations are ended.
5. The City may then negotiate with the next ranked Offeror. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

#### **2.11. 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 Owner 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. Bid security must be in the name of the company submitting the proposal. Bid securities will be deposited within 24-hours of proposal/bid submission and a new check from the City will be issued to unsuccessful Bidders within thirty (30) business days of the City Council award of bid.

#### **2.12. Security Forfeiture**

Failure of the selected respondent to deliver the required contract documents, including the required performance and/or payment bonds and insurance, within thirty (30) days of the Notice of Award to the selected Respondent shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the Owner.

#### **2.13. Return of Security**

The security of the successful Respondent will be retained until he has executed the contract agreement and furnished the required bonds and insurance, whereupon bid security will be returned. The security of any respondent whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the day after the required documents are delivered by the selected Respondent to Owner but not to exceed ninety (90) days after the Bid opening. Bid security by other respondents will be returned within thirty (30) days of the proposal opening.

#### **2.14. Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

#### **Filing Process:**

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Instructional videos are available under the heading Instructional Videos for Business Entities.

## **2.15. 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 Owner or the selected Respondent in connection with the Work shall be paid by the Respondent. The proposal prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax.

## **2.16. Examination of Contract Documents**

Each Respondent shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a Proposal shall constitute an acknowledgment that the Respondent has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Respondent 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 Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected Respondent as a result of conditions pertaining to the work.

## **2.17. Familiarization with the Type of Work**

Before submitting a proposal, each prospective Respondent 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 Respondent. There will be no subsequent financial adjustment for lack of such familiarization.

## **2.18. 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 Respondent as information available at the time. The accuracy of this information is not guaranteed and the Respondent is fully and solely responsible to verify pertinent information prior to proposal time. Use of the information provided in no way relieves the Respondent or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

## **2.19. Soils Testing Specifications**

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

## **2.20. Subcontractors and Suppliers**

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

When requested by the Owner, within 24 hours of proposal opening, the apparent low Respondent, and any other Respondent so requested, shall submit a list of all Subcontractors he expects to use in the work.

### **2.20.1. 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 Respondent will submit to the Owner 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 Owner will notify the successful Respondent in writing if there is objection to any Subcontractor, person, or organization on such list.

If the apparent low Respondent declines to make any such substitution, the contract shall not be awarded to such Respondent, 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 Owner 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 Owner 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 Owner registers objection to and refuses to accept a Subcontractor, person, or organization list the successful Respondent may either (1) submit an acceptable substitute without an increase in his proposal price or (2) withdraw his proposal. If the Owner 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.

#### **2.20.2. Suppliers**

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

#### **2.21. Copies of Contract Documents**

The selected Respondent 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 Owner for a fee.

#### **2.22. Performance and Payment Bond**

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Respondent 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 Respondent 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 Respondent to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall constitute a default, and the Owner 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.

#### **2.23. Waiver of Performance and Payment Bonds**

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

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

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

#### **2.24. 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 Owner 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 Respondent excessively, then the Owner may take such a condition under consideration in awarding the contract.

## **2.25. Employment Requirements and Wage Rates**

### **2.25.1. General**

The selected Respondent 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 Respondent 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.

### **2.25.2. Records**

The selected Respondent 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 Owner.

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

### **2.25.3. Penalty**

If the selected Respondent or any Subcontractor fails to comply with the prevailing wage law, he shall forfeit to Owner 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.

### **2.25.4. Hours of Labor**

The selected Respondent 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.

### **2.25.5. Veterans Preference**

Pursuant to Texas Government Code, §657.004, the selected Respondent 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.

### **2.25.6. 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 Respondent 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.

## Prevailing Wage and Hour Decision

**General Decision Number: TX160007 01/08/2016 TX7**

Superseded General Decision Number: TX20150007

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was 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 \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

\* 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  
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 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:

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

### 3. GENERAL CONDITIONS

#### 3.1 Tests and Inspections Required by Law

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to be inspected, tested, or approved by someone other than the Owner, the Contractor will give prompt and timely notice of readiness to the Owner. The Contractor will furnish the required certificates of inspection, testing, or approval to the Owner. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents.

The Contractor shall promptly employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. Contractor shall submit invoices for reimbursement by the Owner for the inspections, tests, or approvals performed by the independent laboratory.

If any such Work required to be inspected, tested, or approved is covered up without written approval or consent of the Owner, it must be uncovered for observation at the Contractor's expense, if so directed by the Owner. The costs directly attributable to such uncovering, exposure, observation, inspection, testing, approvals and reconstruction shall be borne in full by the Contractor.

Any Work which fails to meet the requirements of any such test, inspection, or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective.

Observations by the Owner shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

#### 3.2 Assignment and Subletting

The Contractor agrees to retain personal control and will give personal attention to the fulfillment of this Agreement and will not sublet or assign, by power of attorney or otherwise, said Agreement without the written consent of the Owner. No part or feature of the Work will be sublet to anyone objectionable to the Owner. The subletting of any portion or feature of the Work, or Materials required in the performance of this Agreement, shall not relieve the Contractor from full obligation to the Owner.

#### 3.3 Worker's Compensation Insurance Requirements

**Certificate of Coverage ("Certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

**Duration of the Project** - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner. Persons providing services on the Project ("Subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractor, Subcontractors, leasing companies, motor carriers, Owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering Equipment or Materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

##### 3.3.1 Failure to Maintain Adequate Insurance Coverage

In the event that Owner learns that Contractor has workers (whether employees, volunteers or contract labor) present at the site or working in any manner on this Project who are not covered at all times by the required coverages for workers' compensation, Contractor shall be assessed a penalty of \$500.00 per day, per worker, until Contractor provides a certificate of coverage which documents the required coverage for such workers. Contractor shall further immediately remove any such workers from the job site.

In the event that Owner learns that Contractor has failed to maintain any of the insurance coverages required herein such failure to maintain required coverage shall be taken into account in determining whether Contractor is

a responsible Respondent for purposes of future proposals made on projects let by Owner. The foregoing remedies shall be in addition to and not in lieu of any other remedies available at law or in equity to Owner.

#### **4. SUPPLEMENTAL GENERAL NOTES**

The general notes listed herein are grouped by general category or work, but are applicable to all items of work for the entire project.

As referred to herein, the City refers to the City of San Angelo, the Engineer, and/or any of their designated representatives.

The total bid submitted shall be the total compensation provided to the contractor for the work to be performed in this contract. Any work provided for herein and not paid for directly shall be considered subsidiary to the various bid items of the contract and no direct payment shall be made.

The contractor shall be required to maintain all areas throughout the duration of the project. All required maintenance of the completed work shall be the contractor's responsibility and shall be considered a part of this contract and at the contractor's expense until final acceptance by the City.

The contractor shall submit in writing for approval the procedure to be used for handling public claims and complaints including the time frame in which the contractor will respond to complaints.

Prior to beginning work, the contractor shall supply a toll free number of the insurance company or contractor's person responsible for processing complaints and claims.

Signs, markings, delineators, and signals conform to details shown on the plans, the MUTCD, the Complaint Work Zone Traffic Control Device List (CWZTCDL), the TxDOT's Standards Sheets, "Standard Highway Signs Designs for Texas" and "Sign Crew Field Book." These publications are available from TxDOT's Traffic Operations Division.

Locate the project bulletin board at an approved location within the project limits such as at a field office, staging area, or stockpile, and make accessible to the public at all times. Do not remove the bulletin board from the project until approved. If a construction site notice is required for the project, post a copy at each geographically separated work location.

All motor vehicle equipment having an obstructed view to the rear shall have a reverse signal alarm audible above the surrounding noise level.

##### **4.1. Pavement Operations**

All materials shall be of the type(s) and grades(s) shown and shall conform to the pertinent material requirements of the following items as referenced in the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest revision.

Full depth construction of an urban arterial roadway shall be installed as specified on City of San Angelo's construction detail page S-D-1, "Urban Arterial Streets."

All hot mix asphaltic concrete pavement shall conform to TxDOT Item 340, "Hot Mix Asphaltic Concrete."

Asphalts shall conform to TxDOT Item 300, "Asphalts, Oils, and Emulsions."

Aggregates shall conform to TxDOT Item 302, "Aggregate for Surface Treatments."

The contractor shall stockpile materials at the location shown on the plans or as approved by the Engineer. Locate stockpile site a minimum of 30 feet from the roadway unless otherwise authorized. Place stockpiles in a manner that will not interfere with traffic or sight distance. Keep stockpile clear of debris and vegetative growth. The contractor shall remove any remaining aggregate from stockpile locations within 30 days of final acceptance of the project. Any aggregate left past 30 days will become City property.

Furnish aggregate from the same source unless otherwise approved.

##### **4.2. Traffic Control Plan**

The contractor shall maintain temporary traffic control measures throughout the project that are constantly in full

compliance with the current version of the Texas Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall use the provided traffic control plans OR provide a MUTCD compliant engineered traffic control plan to the Engineer and be approved by the Engineer before any work commences.

All street segments and intersecting streets shall have project barricades in compliance with TxDOT's latest version of "Barricade and Construction General Notes and Requirements" in place before work begins. The contractor shall utilize TxDOT's latest standard traffic control plan sheets during paving operations.

The City may order all work stopped if the contractor fails to comply with the traffic control plan.

The contractor shall maintain two-way traffic at all times during construction. When paving operations require a lane closure the contractor shall provide cones, vertical panels, drums, signs, flaggers, and flashing arrow panels to route traffic. If two-way traffic operations are not practical, the contractor shall utilize a pilot car operation.

Flaggers are required at all intersections.

Provide flaggers at such times and locations as directed to ensure the safe passage of traffic through construction areas. When flaggers are used to control traffic, furnish and install signs CW200-7 "FLAGGER SYMBOL", CW20-7aD "FLAGGER AHEAD", and CW3-4"BE PREPARED TO STOP". Flaggers shall use 24 in. STOP/SLOW paddles.

Remove Type III barricades and plastic drums upon depletion of a stockpile. At Contractor's option, place these items in an area away from traffic at least thirty (30) feet.

Omit advanced warning signs, furnish, and install reduced size signs CW20-1 "ROAD WORK AHEAD" mounted back to back with reduced size signs G20-2 "END ROAD WORK" signs at intersecting city streets.

The contractor shall follow TxDOT's Mobile Operations Standard Traffic Control Plan Sheets for removing existing raised pavement markers, placing work zone pavement markers, removing work zone pavement markers, striping operations, and placing raised pavement markers.

The contractor shall make every effort to allow property owners and businesses access at all times.

The contractor shall notify all adjacent property owners and businesses of lane closures, street closures, and of a proposed construction schedule before any paving operations begin.

The contractor shall be responsible for providing safe access for the delivery of mail by the U.S. Postal Service.

The contractor shall inspect and correct traffic control deficiencies each day throughout the duration of the contract.

The contractor shall provide the contract information of at least one employee on call nights and weekends (or any other time that work is not in progress) for maintenance of signs and traffic control devices.

Signs shall be removed once all pavement markings are in place.

#### **4.3. Work Zone Pavement Markings**

All pavement markings shall conform to TxDOT Item 662, "Work Zone Pavement Markings."

Use temporary flexible-reflective roadway marker tabs to delineate stop bars, crosswalks, symbols, or words.

Use temporary flexible-reflective roadway marker tab configuration shown on Standard Sheet TCP(7-1) for conventional roadways.

The contractor will be responsible for the removal of the temporary flexible-reflective roadway markers once the thermoplastic striping has been completed.

Payment for work zone pavement markings shall be subsidiary.

#### **4.4. Construction Inspections**

Construction inspection shall be at the discretion of the City within the requirements of the City. The contractor shall keep the entire project site accessible to the City and any other governmental entity that may exercise

regulatory control of the project or any portion of the work.

#### **4.5. Protection of Work**

The contractor shall protect all areas, whether within or outside of the actual limits of construction. The contractor shall restore all disturbed areas to a condition as good as, or better than, that present prior to the construction. The City shall be the sole judge as to the acceptability of the restoration.

Construction vehicles and equipment shall be limited to the areas to which work is to be performed. Any areas outside of the work area that has experienced damage (such as trees, or loss of vegetative cover) from the construction, storage of equipment and/or materials, or any other process associated with construction, shall be repaired by the contractor at his sole expense to the satisfaction of the City.

Any damage created by any equipment or any other means on the project or on adjacent properties and/or streets and roads shall be repaired to the City's satisfaction at the contractor's sole expense.

The contractor shall not cut or trim trees without consent of the City.

#### **4.6. Thermoplastic Pavement Striping and Raised Pavement Markers**

All materials shall be of the types(s) and width(s) shown and shall conform to the pertinent material requirements of the following items as referenced in the TxDOT Standards Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest revision.

All pavement markings shall conform to TxDOT Item 666, "Reflectorized Pavement Markings."

All pavement markings shall conform to TxDOT Item 668, "Prefabricated Pavement Markings."

All pavement markings shall conform to TxDOT Item 672, "Raised Pavement Markers."

The final longitudinal striping shall be 120 mil (0.120") thick hot-sprayed thermoplastic placed over the temporary striping, if temporary striping is used, or to follow the temporary reflective-flexible roadway tabs 14 to 30 calendar days after the completion of the final pavement surfacing, or as directed by the project engineer. All other pavement markings shall be applied at the same time. Temporary striping shall be water-based paint.

All final transverse pavement markings shall be 120 mil (0.120") thick hot-sprayed thermoplastic. All pavement arrows and other symbols shall be prefabricated thermoplastic applications unless otherwise approved by the project engineer.

Prior to installation of the final pavement surface, the contractor must remove/obliterate all existing raised pavement markings (RPMS) in the work area in accordance with the City of San Angelo Standards and Specifications Items 900 and 901.

All RPMS shall be installed so that the reflective face of each marker is facing the direction of traffic and is perpendicular to the direction of traffic flow. Type C pavement markers shall be installed so that the cleat face of each marker is facing the approaching traffic and perpendicular to the direction of traffic. All pavement markers shall be installed in accordance to TxDOT standards sheets PM (1)-12, PM (2)-12, and PM (3)-12.

#### **4.7. Storm Water Pollution Prevention Plan**

The contractor shall be responsible for establishing a Storm Water Pollution Prevention Plan (SWP3) and complying with the requirements thereof for the project.

The contractor is responsible for providing erosion and sediment control BMP's to prevent sediment from reaching paved areas, storm sewers systems, drainage courses, and adjacent properties. In the event the prevention measures are not effective, the contractor shall remove all debris, silt or mud and restore the right-of-way or original properties to a condition as good as, or better than, that present prior.

### **5. SUPPLEMENTAL DOCUMENTS**

#### **5.1. TXDOT - STANDARD SPECIFICATIONS**

The following specifications and drawings are applicable to this project:

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways,

Streets, and Bridges adopted by the Texas Department of Transportation on November 1, 2014, available at <http://ftp.dot.state.tx.us/pub/txdot-info/des/specs/spec-book-jan-june-15-letting.pdf>.

**5.2. CITY - SOUTHLAND PROJECT MANUAL**

**5.3. CITY - OWNER'S CONSTRUCTION GENERAL CONDITIONS – CONTRACT ATTACHMENT 1**

**5.4. LJA ENGINEERING - SIGNED PLANS**

A set of plans reflecting the area of roadway being improved within the city are attached for general reference.

## 6. PROPOSAL FORMS

Submit **one (1) unbound original** (binder clips are acceptable), **two (2) bound copy** (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
2. Bid/Security Bond
3. Addendum Acknowledgement
4. Contractor Contact Information Form
5. IRS Form W-9
6. Conflict of Interest Questionnaire
7. Debarment and Suspension Certification
8. Local Preference Consideration Application
9. Vendor Compliance with Reciprocity On Non-Resident Bidders
10. City References
11. Local Area Reference
12. List of Proposed Subcontractors/Suppliers
13. Draft Contract

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



\_\_\_\_\_  
Company Name

## Price Proposal

### RFCSP: ES-01-17/Southland Boulevard Roadway Improvements Phase 1

Pursuant to the Foregoing Notice to Respondents, the undersigned Respondent 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 the 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

No	Item Description	Units	Est Qty	Unit Price	Extended
1	662 6095 WK ZN PAV REMOV (Y)4"(SLD)	LF	136		
2	104 6001 REMOVING CONC (PAV)	SY	415		
3	104 6022 REMOVING CONC (CURB AND GUTTER)	LF	668		
4	104 6036 REMOVING CONC (SIDEWALK OR RAMP)	SY	66		
5	496 6004 REMOVE STR (SET)	EA	3		
6	105 6011 REMOVING STAB BASE AND ASPH PAV (2"-6")	SY	120		
7	677 6001 ELIM EXT PAV MRK & MRKS (4")	LF	11		
8	677 6003 ELIM EXT PAV MRK & MRKS (8")	LF	141		
9	677 6007 ELIM EXT PAV MRK & MARKS (24")	LF	364		
10	677 6008 ELIM EXT PAV MRK & MRKS (ARROW)	EA	1		
11	667 6012 ELIM EXT PAV MRK & MRKS (WORD)	EA	1		
12	110 6001 EXCAVATION (ROADWAY)	CY	6		
13	132 6001 EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	667		
14	150 6002 BLADING	HR	25		
15	247 6041 FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	608		
16	260 6002 LIME (HYDRATED LIME (SLURRY))	TON	16.79		
17	260 6027 LIME TRT (EXST MATL)(8")	SY	1,774.48		
18	310 6005 PRIME COAT (AE-P)	GAL	254.39		
19	316 6001 ASPH (MULTI OPTION)	GAL	356.14		
20	316 6224 AGGR(TY-PB GR-4 SAC-B)	CY	10.18		



No	Item Description		Units	Est Qty	Unit Price	Extended
21	341 6008	D-GR HMA TY-B PG64-22	TON	167.89		
22	341 6031	D-GR HMA TY-C PG76-22	TON	111.93		
23	354 6045	PLANE ASPH CONC PAV (2")	SY	3,363.09		
24	529 6008	CONC CURB & GUTTER (TY II)	LF	511		
25	530 6004	DRIVEWAYS (CONC)	SY	289		
26	531 6002	CONC SIDEWALKS (5")	SY	296		
27	531 6004	CURB RAMPS (TY 1)	EA	4		
28	531 6013	CURB RAMPS (TY 10)	EA	2		
29	5001 6001	GEOGRID BASE REINFORCEMENT (TY I)	SY	1,774.48		
30	462 6003	CONC BOX CULV (4 FT X 2 FT)	LF	45		
31	467 6133	SET (TY I)(S= 4 FT)(HW= 2 FT)(4:1) (P)	EA	3		
32	416 6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	12		
33	618 6023	CONDT (PVC) (SCH 40) (2")	LF	14		
34	618 6029	CONDT (PVC) (SCH 40) (3")	LF	10		
35	618 6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	108		
36	620 6007	ELEC CONDR (NO.8) BARE	LF	140		
37	624 6010	GROUND BOX TY D (162922)W/APRON	EA	1		
38	684 6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	30		
39	684 6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	35		
40	684 6025	TRF SIG CBL (TY A)(12 AWG)(20 CONDR)	LF	130		
41	686 6282	RELOC TRF SG PL AM(S)SNGL MST ARM POLE	EA	1		
42	687 6001	PED POLE ASSEMBLY	EA	1		
43	690 6024	REMOVAL OF SIGNAL HEAD ASSM	EA	2		
44	690 6025	REPLACE OF SIGNAL HEAD ASSM	EA	8		
45	690 6029	INSTALL OF SIGNAL RELATED SIGNS	EA	2		
46	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	130		
47	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	1		
48	644 6070	RELOCATE SM RD SN SUP&AM TY S80	EA	3		

No	Item Description		Units	Est Qty	Unit Price	Extended
49	666 6030	REFL PAV MRK TY I (W)8"(DOT)(120MIL)	LF	120		
50	666 6036	REFL PAV MRK TY I (W)8"(SLD)(120MIL)	LF	390		
51	666 6048	REFL PAV MRK TY I (W)24"(SLD)(120MIL)	LF	1,047		
52	666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(120MIL)	LF	165		
53	666 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(120MIL)	LF	900		
54	668 6019	PREFAB PAV MRK TY B (W)(ARROW)	EA	3		
55	668 6020	PREFAB PAV MRK TY B (W)(DBL ARROW)	EA	2		
56	668 6027	PREFAB PAV MRK TY B (W)(WORD)	EA	3		
57	672 6007	REFL PAV MRKR TY I-C	EA	35		
58	672 6009	REFL PAV MRKR TY II-A-A	EA	22		
59	160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	803		
60	164 6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	803		
61	168 6001	VEGETATIVE WATERING	MG	0.02		
62	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	70		
63	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	50		
64	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	50		
65	506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	500		
66	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	500		
67		MOBILIZATION (10%)	LS	1		
68		BARRICADES	LS	1		
69	CONTINGENCY					\$35,700.00
Total						

*In the case of a pricing discrepancy, the Unit Price will prevail.*

#### **BASE BID**

##### **Roadway Improvements**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

**TOTAL BASE BID      \$ \_\_\_\_\_**

**A Performance Bond and Payment Bond will be required based on the Total Base Bid amount.**

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 Owner may, at its option, assess a \$565.05 per day delinquent charge against the Contractor, until such time as work at the site is complete. Estimated Completion Time is 208 Calendar Days.

Reservation

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

**Addendum Acknowledgement**

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

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Please Print

\_\_\_\_\_  
CompanyName

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

**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 (unless currently registered as a City of San Angelo vendor)***

## 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, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm).

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. 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 7<sup>th</sup> 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 Bid 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.



Julia Antilley  
Purchasing Manager

**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/Bids), Local Government Officers are:

**City of San Angelo City Council:**

Mayor: Dwain Morrison, Mayor

Councilmembers: Bill Richardson, SMD 1  
Marty Self, SMD 2  
Harry Thomas, SMD 3  
Lucy Gonzales, SMD 4  
Lane Carter, SMD5  
Charlotte Farmer, SMD 6 and Mayor Pro-Tempore

City Manager: Daniel Valenzuela

**City of San Angelo Development Corporation officers are:**

Tommy Hiebert - President  
Edward Carrasco - First Vice President  
Juan Flores - Second Vice President  
Scott Tankersley - Director  
Todd R. Kolls - Director  
Richard Crisp - Director  
John Edward Bariou, Jr. - Director

Executive Director: Roland Peña

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



## Debarment and Suspension Certification

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application 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 (Federal, State, or local) 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;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

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

## **Debarment and Suspension Certification**

### **INSTRUCTIONS**

1. By signing and submitting this proposal, the prospective respondent 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 respondent 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 respondents 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 respondent 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 respondent shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective respondent learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "respondent," "person," "primary covered transaction," "principal," "proposal," 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 respondent agrees by submitting this proposal 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 respondent further agrees by submitting this proposal 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 respondent in a covered transaction may rely upon a certification of a prospective respondent 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 respondent may decide the method and frequency by which it determines the ineligibility of its principals. Each respondent may, but is not required to, check the Non-procurement 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 respondent 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 respondent 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.

## Local Preference Consideration Application

**Business Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Business Type:**

- ☐ Corporation – Indicate state of incorporation \_\_\_\_\_
- ☐ Partnership – Indicate “general” or “limited” \_\_\_\_\_
- ☐ Sole proprietorship \_\_\_\_\_

**Basis For Preference:** Check applicable box(s) if physical location of business is within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

**Attachments:** ***Describe in writing, and attach supporting documentation,*** the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

---

**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

\_\_\_\_\_  
CompanyName

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code



**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 Bidders 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 Bidders 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: \_\_\_\_\_.

BIDDER:

(Please print)

\_\_\_\_\_  
CompanyName

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code



\_\_\_\_\_  
Company Name

**City References**

List five (5) similar projects that your company has completed **for the City of San Angelo**. All references shall be for work completed in the last five (5) years.

**Reference One**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**Reference Two**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**Reference Three**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

<b>Reference Four</b>
-----------------------

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

<b>Reference Five</b>
-----------------------

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_



\_\_\_\_\_  
Company Name

**Local Area References**

List five (5) similar projects that your company has completed **within 150 miles of the City** (but not in the **City of San Angelo**). 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: \_\_\_\_\_

<b>Reference Four</b>
-----------------------

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

<b>Reference Five</b>
-----------------------

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_



## List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Respondents 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)

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%***

## 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 FOR SOUTHLAND BOULEVARD ROADWAY IMPROVEMENTS  
PHASE I  
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS  
AND**

**RFCSP No. ES-01-17**

This Agreement for Southland Boulevard Roadway Improvements Phase I (“Agreement” or “Contract”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and \_\_\_\_\_, a Texas \_\_\_\_\_ company (“Provider” or “Contractor”), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”).

**RECITALS**

**A.** City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-01-17, for construction of an additional east bound lane, surface mill and overlay, curb and gutter construction, sidewalk construction, and traffic signal rehabilitation as specified in the RFCSP No. ES-01-17 and contract documents (“Work” or “Services”) and Provider’s response thereto (“Response”) has been selected as a qualified Response for the provision of Services. Provider reaffirms all averments in Provider’s Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

**B.** City wishes to engage the services of Provider, and Provider wishes to perform Services for City.

C. Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

D. On \_\_\_\_\_, 2017, the City Council of City of San Angelo, approved the selection of Provider and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

#### **TERMS:**

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TIME OF PERFORMANCE:** Contractor agrees to substantially complete Work within two hundred and eight (208) 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. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City Engineer.

3. **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 2. 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) is, and that Contractor shall pay City as liquidated damages, the sum of FIVE HUNDRED SIXTY-FIVE DOLLARS AND 05/100 (\$565.05) for each calendar day that expires after the time specified in Section 2., or extension thereof as provided in Section 2., until Work is substantially complete.

4. **SCOPE OF WORK/SERVICES:**

A. Contractor shall be responsible for completing Work described in RFCSP No. ES-01-17, roadway improvement for the construction of a 2-Inch Hot Mix Asphaltic Concrete (HMAC) street widening and overlay of the local roadway, sidewalk, pedestrian improvements, curb and gutter, and stormwater aspects along with grading, base, structures, traffic signal relocation, and signage/pavement markings for approximately 645 linear feet of roadway. The location of the project is along South Boulevard from Sherwood Way (SH67) to the traffic controlled intersection for Sam's Club and Wal-Mart.

B. Contractor shall provide all labor for preparing the worksite and furnish all

material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; 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.

C. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the workmanlike manner described in Contract Documents.

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 \_\_\_\_\_ (\$ \_\_\_\_\_) 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 Owner's Construction General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the Owner's Construction 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 Owner's Construction 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 Owner's Construction General Conditions, City shall pay the remainder of the Contract Price.

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

- Request for Competitive Sealed Proposal No. ES-01-17, Southland Boulevard Roadway Improvements, **Exhibit "A"**, attached hereto and made a part hereof.
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP No. ES-01-17, and as of the time this Contract is entered into by Contractor and City. **(By the execution hereof**

Contractor acknowledges that Contractor has received a copy of all the supplemental documents referenced in Section 5 of RFCSP No. ES-01-17, Exhibit “A”, including the TXDOT Standard Specifications, the City of San Angelo Contract Documents and Technical Specifications (“City – Southland Project Manual”), and the LJA Engineering Signed Plans (collectively “Supplemental Documents”), and has had the opportunity to review the same, is familiar with the provisions therein and agrees that all Supplemental Documents constitute a part of this Agreement as if set forth herein verbatim.)

- City of San Angelo Owner’s Construction General Conditions (**Attachment 1** hereto) made a part hereof for all purposes as if fully set forth herein and referred to in this Contract as “General Conditions”.
- Contractor’s Competitive Sealed Proposal, **Exhibit “B”**, attached and made a part hereof.
- Special Insurance Rider, **Exhibit “C”**

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 16. “Resolution of Contract Disputes”, with a purpose to produce the intended results. The interpretations will be based on the following priorities:

- This Agreement for Southland Boulevard Roadway Improvements Phase I;
- RFCSP No. ES-01-17, **Exhibit “A”**;
- City of San Angelo Owner’s Construction General Conditions, **Attachment 1**;
- All Supplemental Documents comprising RFCSP No. ES-01-17;
- Contractor’s Competitive Sealed Proposal, **Exhibit “B”**

#### **8. 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 Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider’s performance under this Agreement. Provider 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 Agreement.

**B.** City may, at reasonable times during the term hereof, inspect Provider’s Work and perform such tests, as City deems reasonably necessary, to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit “A”** and the Contract Documents. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

9. **AWARD OF AGREEMENT:** Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

10. **PUBLIC RECORD:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to required disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

11. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** This Agreement is expressly made subject to all applicable federal, state, county and City laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

12. **INDEMNIFICATION.**

A. **GENERAL INDEMNIFICATION.** Provider 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 reasonable 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 Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control, or its employees, agents or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider 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 Provider, or any of its sub-providers, as provided above, for which Provider'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 Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful



misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement 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 Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

**B. ENVIRONMENTAL INDEMNIFICATION.** Provider agrees to indemnify, defend and hold City and its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by local, state or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Provider's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Provider's direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Provider specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Provider regardless of when such incident is discovered. Provider shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Provider regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.

**13. INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Provider. 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 Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider'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 Provider to maintain



adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider 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.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds 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 Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Provider shall be deemed in default of this Agreement.

**14. DEFAULT:** If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider 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 Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

**15. RESOLUTION OF CONTRACT DISPUTES:** Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "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 Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in

this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall 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 Provider'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. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider 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 Agreement and the laws of the State of Texas.

**16. TERMINATION RIGHTS OF CITY:**

**A.** City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider 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 Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received by Provider under this Agreement.

**17. NONDISCRIMINATION:** Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider 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 Agreement.

**18. ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

**19. NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CITY:**

City of San Angelo  
Attn: Russell Pehl  
72 W. College Ave.  
San Angelo, Texas 76903  
Phone: (325) 657-4201

**TO PROVIDER:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**20. AMENDMENTS:** City or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of City and Provider, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

**21. WARRANTY:**

**A.** The Provider warrants and guarantees to the Owner that all Materials or Equipment will be new unless otherwise specified, free from faults or defects, and that all Work will be performed in a workmanlike manner, and in accordance with the specifications and requirements of the Contract Documents as well as of any required or applicable regulations, codes, inspections, test, or required approvals. All unsatisfactory, faulty or un-workman like Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defective Work shall be given to the Provider. All defective Work, whether or not in place, may be rejected.

**B.** If required by the Owner prior to approval of final payment the Provider will promptly, without cost to the Owner, either correct any defective Work, whether or not fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. The Provider will also bear the expenses of making good all work of others destroyed or damaged by its correction, removal, or replacement of Provider's defective Work. If the Provider does not diligently proceed to correct such defective Work or remove and replace such rejected Work within a reasonable time, as required by written notice from the Owner, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be charged to the Provider, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price or otherwise paid by Provider.

**C.** Prior to the expiration of one (1) year after the date of Final Completion (or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or warranty required by the Contract Documents), if any Work is found to be defective, the Provider will promptly without cost to the Owner and in accordance with the Owner's written instruction, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. Any such corrected or replaced defective work shall be warranted by the Provider for one year from and after such correction or replacement of work.

**D.** If the Provider does not promptly comply with the terms of such instructions to correct or replace defective Work, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Provider. In such case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. Should the remaining contract balance be insufficient to complete the works, Owner will seek reimbursement from the Provider and/or its surety for the damages in excess of the remaining contract balance. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Provider within thirty (30) days of written demand for payment accompanied by supporting documentation.

**22. MISCELLANEOUS PROVISIONS:**

**A.** This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

**C.** No waiver or breach of any provision of this Agreement 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.

**D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or 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 Agreement shall remain unmodified and in full force and effect or limitation of its use.

**E.** This Agreement constitutes the sole and entire agreement 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.

**F.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.

**G.** This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

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

**24. INDEPENDENT PROVIDER:** Provider has been procured and is being engaged to provide Services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation

benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to City under this Agreement.

**25. CONTINGENCY CLAUSE:** City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

**26. REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and Provider's response to solicitation for bid.

**27. DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

**28. SURVIVAL OF REMEDIES:** Anything in this Agreement to the contrary notwithstanding the provisions of this agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

**29. ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**30. COUNTERPARTS:** This Agreement 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 agreement.

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

**CITY OF SAN ANGELO, TEXAS**

By: \_\_\_\_\_  
Daniel Valenzuela, City Manager

ATTEST:

\_\_\_\_\_  
Bryan Kendrick, City Clerk

Date: \_\_\_\_\_, 2017

**PROVIDER:**

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

ATTEST:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

APPROVED AS TO CONTENT:

---

Julia Antilley, Purchasing Manager

APPROVED AS TO FORM:  
INSURANCE:

---

Brandon Dyson, Assistant City Attorney  
Manager

APPROVED AS TO CONTENT:

---

Russell Pehl, City Engineer

APPROVED AS TO

---

Charles Hagen, Risk

**EXHIBIT “A”**  
**CONTRACT FOR SOUTHLAND BOULEVARD ROADWAY IMPROVEMENT**

REQUEST FOR COMPETITIVE SEALED PROPOSALS  
RFCSP ES-01-17

*(Following pages)*



**EXHIBIT “B”**  
**CONTRACT FOR SOUTHLAND BOULEVARD ROADWAY IMPROVEMENT**

CONTRACTOR’S COMPETITIVE SEALED PROPOSAL  
RFCSP ES-01-17

*(Following pages)*

**EXHIBIT “C”  
SPECIAL INSURANCE RIDER**

**TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider’s sole expense, insurance coverage as follows with limits not less than those set forth below:

**1.1 Commercial General Liability.** This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider’s employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement 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 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)

**1.2 Business Automobile Liability.** This policy shall be written in comprehensive form and shall protect Provider 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 shall be as follows:

\$ 1,000,000.00	Combined Single Limit
-----------------	-----------------------

**1.3 Workers’ Compensation and Employer’s Liability.** If Provider hires any employees, Provider shall maintain Workers’ Compensation and Employer’s Liability insurance, which shall protect Provider 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

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

**Attachment 1**

**CONTRACT FOR SOUTHLAND BOULEVARD ROADWAY IMPROVEMENT**

**OWNER'S CONSTRUCTION GENERAL CONDITIONS**

*(Following pages)*