

\$115.00

CITY OF SAN ANGELO REQUEST FOR BIDS

Engineering Services

2018 Annual Sealcoat Project

RFB No. ES-04-18



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

Submittal Deadline
April 26, 2018/2:00 PM, Local Time

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INVITATION TO BID

General

The Engineering Services Department of the City of San Angelo is requesting bids for construction of a sealcoat surface treatment composed of a single application of asphaltic material and aggregate constructed on existing pavement surfaces within the San Angelo city limits. The estimated size of the area to be seal coated is approximately 1,190,153 square yards in the base bid. There are also a number of Alternate Bid Items. Alternate A1 is approximately 533,301 square yards, Alternate A2 is approximately 392,743 square yards, and Alternate A3 is approximately 42,429 square yards. Alternate B1 is approximately 2,780 square yards, Alternate B2 is approximately 5,259 square yards, Alternate B3 is approximately 28,969 square yards, Alternate B4 is approximately 1,098 square yards, Alternate B5 is approximately 9,074 square yards, Alternate B6 is approximately 13,716 square yards, Alternate B7 is approximately 28,975 square yards, and Alternate B8 is approximately 56,129 square yards. Maps for the base bid and alternates are included in this bid packet.

The project will also include, but is not limited to, thermos-plastic pavement markings, and raised pavement markings. This project is to be completed after the finalized 1 month sweeping of the sealcoat application throughout San Angelo, Texas. All items within this contract shall be in accordance with the 2014 Texas Standard Specifications Manual. The intent of the project is to clearly mark designated roadways throughout San Angelo with pavement markings, adding safety and consistency to all users. Pavement markings in this contract are quantified to replace existing markings that were covered by the sealcoat application. These design items shall include but are not limited to:

- 1.) TY I REFLECTIVE PAVEMENT MARKERS
- 2.) PAVEMENT SEALER
- 3.) TRAFFIC BUTTONS/REFLECTIVE MARKERS

Estimated Project Start Date: June 2018
Estimated Length of Project: 90 Calendar Days

Document Availability

Bid documents, plans, and specifications are available in the Purchasing Division at a cost of \$115.00 per set or may be downloaded from the City's website at www.cosatx.us at no cost. To locate the documents on the website go to:

- Bid Information > RFB: ES-04-18/ 2018 Annual Sealcoat Project

Pre-Bid Conference

A non-mandatory pre-bid conference will be held on **April 17, 2018 at 2:00 P.M.**, located at City Hall Annex Board Room, 301 W. Beauregard Ave. Representatives of the City will discuss the project and answer questions regarding bid procedures.

Digital Format

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

Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the draft project agreement included within this bid package. Please review the insurance and indemnification requirements with your insurance agent **prior** to submitting your bid.

Qualification Statement

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

Required Response

The City requires a response to any Request for Bid (RFB) notifications mailed to potential vendors. Should a company choose not to bid on the project, then in order to remain on the City of San Angelo's potential vendors list a "No Bid Reply" form must be submitted.



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

Deadline and Delivery Location

Sealed RFB submittals must be received no later than **April 26, 2018, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids received after the bidding deadline, regardless of the mode of delivery, will be not be considered.

It is the sole responsibility of the vendor to ensure that the sealed RFB submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.

Faxed or electronically submitted bids will not be accepted.

Copies

Submit: One (1) unbound original (binder clips acceptable), two (2) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required bid forms. *Delivery Address*

City of San Angelo
Purchasing Division, RFB: ES-04-18
72 W. College Ave., Suite 310
San Angelo, Texas 76903

Mark Sealed Bid Envelope: "RFB NO. ES-04-18/2018 Annual Sealcoat Project"

Addenda

Should specifications be revised prior to the deadline for submission of the bid, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Vendors should **acknowledge any addenda and return the form with their bid package**. Vendor is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a bid. Failure to consider all addenda will be at the vendor's risk.

Rejection of Bids

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

Points of Contact

During RFB:

Candice Blake, Purchasing Manager

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

Project After Award:

Mitchell Gatlin EIT, Project Engineer

Engineering Services
City of San Angelo
301 W Beauregard
San Angelo, Texas 76903



1. INSTRUCTIONS TO VENDORS

1.1. Interpretations

All questions about the meaning or intent of the bid documents, including specifications shall be submitted to the Purchasing Division in writing. Replies will be issued by addenda and posted on the City's website. Questions received less than a week prior to the date for bid submittals will not be answered. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect. The bid invitation number must appear on all correspondence, inquiries, etc. It is the vendor's responsibility to ensure all addenda have been considered prior to bidding.

1.2. Restrictions on Communications

Vendors should not communicate with: 1) elected City officials and their staff regarding the RFB from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB 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 RFB and/or bid submitted by vendor. Violation of this provision by vendor and/or its agent may lead to disqualification of vendor from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFB;
3. Vendors may submit written questions concerning this RFB to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered;

It is required that all questions be sent by email to sapurch@cosatx.us. **Please ensure the RFB Number and title are in the subject line.** Questions submitted and the City's responses will be published in the form of addenda to the City's web site at www.cosatx.us. Vendor is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

4. Vendors may provide responses to questions asked of them after responses are received and opened.
5. Upon completion of the evaluation process, vendors shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Vendors desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

1.3. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the RFB will be in the form of written addenda.

1.4. Confidentiality

All bids submitted shall remain confidential. After award, bids 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 bid unless clearly identified as such.

1.5. Bid Items

Vendors are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the vendor's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

1.6. Bid Form

Bids 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. Bids 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. Bids 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 bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principle may be held to be the bid of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

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

The vendor is not required to acknowledge receipt of addenda but shall include all addenda in vendor's response. No alterations in bids 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 vendor. Failure to consider all addenda prior to submitting a bid shall be at the risk of the vendor.

1.7. Modification or Withdrawal of Bids

Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date, by written notice to the Purchasing Division. A bid may also be withdrawn in person by a vendor or its authorized agent, provided the identity is made known and they sign a receipt for the bid. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

1.8. Prices

Bids must be firm, however if a vendor believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted as quantity per unit specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

1.9. Evaluation Factors

It is **not** the policy of the City to purchase solely on the basis of pricing. In evaluating bids, the following considerations shall be taken into account to determine the lowest responsible bidder:

- A. Price
- B. Record of federal, state or local governmental entity suspension, termination or debarment
- C. References
- D. Safety record
- E. Any relevant criteria specifically listed in the RFB

1.10. Disqualification

The vendor may be disqualified for any of the following reasons:

- A. The vendor is involved in any litigation against the City of San Angelo;
- B. The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The vendor is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The bid is not received by the bid submittal deadline;
- E. The bid is not executed by a person authorized to enter into a contract binding on the vendor; or,
- F. The Bid Bond is not submitted by the bid submittal deadline or is not in the name of vendor submitting a bid.

1.11. Copies of Bid Tabulation Results

To obtain Bid Tabulation results, download from the City's website www.cosatx.us > Bid Information > RFB: ES-04-18 / 2018 Annual Sealcoat Project



1.12. Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B. Extend the bid closing time and date;
- C. Reissue a bid invitation or RFB;
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified, unless the vendor specifies otherwise.

1.13. Bid Security

Each bid must be accompanied by a security bond drawn to the order of the City in the sum of not less than five percent (5%) of the total amount of the bid. The security bond must be executed by a surety meeting the requirements set forth in the Owner's Construction 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 bid. Bid securities will be deposited within 24-hours of bid submission and a new check from the City will be issued to unsuccessful vendors within thirty (30) business days of the City Council award of bid.

1.14. Security Forfeiture

Failure of the selected vendor 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 vendor shall be just cause for the City to annul the award and declare the bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the City.

1.15. Return of Security

The security of the successful vendor will be retained until they have executed the contract agreement and furnished the required bonds and insurance, whereupon bid security will be returned. The security of any vendor whom City believes to have a reasonable chance of receiving the award may be retained by City until the day after the required documents are delivered by the selected vendor to the City but not to exceed ninety (90) days after the bid submittals are due. Bid security by other vendors will be returned within thirty (30) days of when bid submittals are due.

1.16. Order Placement

No work shall be ordered without a Purchase Order and all invoices must reflect the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

1.17. Inspections

Inspections shall be at the discretion of the City within the requirements of the City. The vendor 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.

1.18. Invoices and Payments

Vendor shall submit separate invoices on each Purchase Order that indicate the Purchase Order number and supply agreement, if applicable. Invoices shall be itemized and include a copy of the bill of lading and the freight waybill, when applicable. Payment terms will be outlined in the attached draft contract.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the sale are received by the City.

1.19. Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or



amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

1.20. Warranty-Price

The price to be paid by the City shall be that contained in vendor's bid which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, reduced to the vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to vendor for breach or vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

1.21. Warranty-Product

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions. Any warranties take effect on the contract effective date.

1.22. Safety Warranty

Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at vendor's expense.

1.23. No Warranty by City against Infringements

As part of this contract for sale, vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to vendor for indemnification in the event that vendor issued on the grounds of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, vendor will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

1.24. Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

1.25. Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

1.26. Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.



1.27. Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

1.28. Modifications

This contract can be modified or rescinded only in writing signed by both of the parties or their duly authorized agents.

1.29. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

1.30. Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

1.31. Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

1.32. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

1.33. Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which Purchase Orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a Purchase Order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and minority vendors are encouraged to participate.

1.34. Conflict Of Interest

Vendor agrees to comply with the conflict of interest provisions of the City Of San Angelo Charter and Code of Ordinances. Vendor agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.



A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

1.36. 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. Instructional videos are available under the heading Instructional Videos for Business Entities.

The Form 1295 must be received, signed and original, within thirty (30) days of Council award or the contract may be voided.

1.37. 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 the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax and Federal Excise Tax.

1.38. Examination of Contract Documents

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

1.39. Familiarization with the Type of Work

Before submitting a bid, each prospective vendor shall familiarize itself with the work, local labor conditions and all laws, regulations, and other factors affecting performance of the work. It shall carefully correlate its observations with requirements of this request and otherwise satisfy itself of the expense and difficulties attending performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment for lack of such familiarization.

1.40. 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 vendor is fully and solely responsible to verify pertinent information prior to bid submission. Use of the information provided in no way relieves the vendor or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

1.41. Soils Testing Specifications

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



1.42. Subcontractors and Suppliers

All bids must include a list of proposed subcontractors and suppliers on the form included in the bid forms section. **Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the City, within 24 hours of bid opening, the apparent low vendor, and any other vendor so requested, shall submit a list of all subcontractors they expect to use.

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

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

If the apparent low vendor declines to make any such substitution, the contract shall not be awarded to such vendor, but their declining to make any such substitution will not constitute grounds for sacrificing their bid security. Additional requirements for subcontractors are contained within the Owner's Construction General Conditions of this document.

The failure of the City to make any such objection prior to the execution and delivery of the agreement shall constitute an acceptance of such subcontractor, person, or organization. Such acceptance a subcontractor, person or organization shall not: (1) constitute a waiver of any right of the City to reject defective work, material, or equipment, or work, material, or equipment not in conformance with the requirements of the contract documents; or (2) constitute a waiver of vendor's complete and total liability for any defective work, material, or equipment, or work, material, or equipment not in conformance with the requirements of the contract documents whether or not provided by or performed by any such subcontractor.

If the City registers objection to and refuses to accept a subcontractor, person, or organization list the successful vendor may either (1) submit an acceptable substitute without an increase in their bid price or (2) withdraw their bid. If the City raises objection to a subcontractor, person, or organization after the execution and delivery of the agreement, the vendor 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 vendor fails to submit an acceptable substitute prior to execution and delivery of the agreement, no increase in contract price shall be allowed.

1.42.2. Suppliers

The list of subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the vendor expects to use in the work.

1.43. Copies of Contract Documents

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

1.44. Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful vendor 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 vendor may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by it 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 vendor to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons



determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible vendor or re-advertise for bids, and may charge against the vendor 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 bid security.

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

1.45. Waiver of Performance and Payment Bonds

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

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

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

1.46. Quantities are Approximate

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

1.47. Employment Requirements and Wage Rates

1.47.1. General

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

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

1.47.2. Records

The selected vendor 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 the City.

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

1.47.3. Penalty

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

1.47.4. Hours of Labor

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

1.47.5. Veterans Preference

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

1.47.6. 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 vendor will be responsible for compliance with the applicable portion of Davis-Bacon and related acts and any such decision applicable at the time work is performed.

Prevailing Wage and Hour Decision

General Decision Number: TX180007 01/05/2018 TX7

Superseded General Decision Number: TX20170007

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 \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 \$10.35 per hour (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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 13.55	



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

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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.

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END OF GENERAL DECISION

1.48. Legal Venue

Tom Green County, Texas

1.49. Funds – Price

The vendor submitting the lowest responsible bid will establish a price agreement with the City. The work will be selected based on the availability of funds. The City reserves the right to award the contract by base bid, alternates, or a combination thereof.

1.50. Claims for Overcharges

Vendor hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

1.51. Time of Performance

The time of performance will be outlined in the attached draft contract.



2. 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.

2.1 Contract Time, Prosecution, and Progress

The Sealcoat Season shall be from June 1 to August 30 of Project Year to complete Paving Operations.

The dates of Paving Operations and dates of full Project completion may differ. The contractor shall have from June 1 to August 30 to complete paving operations and ninety (90) calendar days to complete the Project. Project tasks other than paving operations may be completed after August 15. For each calendar day paving operations remain incomplete after August 30 and/or each calendar day other Project tasks remain after ninety (90) calendar days, an amount of eight hundred and seventy dollars (\$870.00) per calendar day shall be assessed to the contractor and deducted from the monies due or to become due the contractor, not as a penalty, but as liquidated damages. Work on Sundays and the six legal holidays: January 1st, the last Monday in May, July 4th, the first Monday in September, the fourth Thursday in November and December 25th will not be permitted.

The contractor shall not conduct any operations or perform any work pertaining to the project before sunrise and thirty (30) minutes before sunset.

Do not apply asphalt later than one (1) hour before sunset unless otherwise approved.

The contractor shall notify the Engineer at least forty-eight (48) hours prior to commencement of work.



2.2 Measurement

The Contractor shall provide the City with the calibration test results from the distributor machine prior to commencement of work.

Asphalt material will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the distributor's calibrated strap stick. The quantity to be measured for payment will be the number of gallons used, as directed, in the accepted surface treatment.

Aggregate will be measured by the cubic yard in the trucks applied on the road. The Engineer may require loaded aggregate to be struck off for accurate measurement. Unless otherwise authorized, use trucks of uniform capacity to deliver the aggregate. Provide documentation showing measurements and calculation in cubic yards. Clearly mark the calibrated level.

2.3 Payment

The City will pay the contractor monthly based upon the work performed the previous month. The amount due the contractor for that month will be negotiated between the contractor and the City. In the event of a dispute, the City's estimate shall be final. From the amount due each month, the City will retain five percent (5%) until satisfactory completion of the entire work. The five percent (5%) retainage will be paid to the contractor as a final payment, thirty (30) days after all work has been completed and accepted by the City Engineer.

With prior approval of the City, payment will be made for material on hand, provided the material is stored on the project or at an approved location in a manner acceptable to the City. Payment will be made with the next monthly estimate payment, provided the contractor presents a true and valid paid receipt acceptable to the City for the material.

2.4 Quantities

The contractor shall satisfy himself that all quantities of material and work, whether paid for directly or considered subsidiary to the work, are adequate for completion of the work prior to bid submittal. The contractor shall visit the site and become familiar with the location and the work to be performed under this contract. The contractor shall verify both the quantities of materials and work in the plans and in the bidding documents. Submittal of a bid shall be considered proof that the contractor has complied with this item and all items contained herein. Any discrepancies found in the construction plans and/or construction specifications shall be called to the attention of the Engineer prior to bid submittal.

The contractor shall perform a quantity calculation from the construction plans to verify those quantities are in agreement with those contained in the Bid Estimate. Quantity disagreement shall not be a basis for a dispute or claim before, during, or after construction.

2.5 Surface Treatments

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.

The City may accept a bid with a Type-PB Grade-4 SAC A or pre-approved SAC-B with a Magnesium Sulfate soundness, 5 Cycle % max of 15.

All surface treatments shall conform to TxDOT Item 316, "Surface Treatments."

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 prepare work areas by removing all vegetation from the pavement surface, removing existing raised pavement markers, and any other debris on the pavement surface. The contractor shall sweep



the pavement surface no sooner than 3 days before sealcoating to remove dirt, dust, or other deleterious matter. All material shall be removed from the site completely and shall not be placed, even temporarily, on curbs, yards, right-of-ways or other areas. This work will not be paid for directly, but shall be subsidiary to the various bid items of the contract. All materials removed from the project are the property of the contractor.

The contractor shall protect existing manholes and valve boxes by placing paper with aggregate and a temporary raised pavement marker to mark the location of the manhole or valve box for removal of paper after sealcoating operations. This work will not be paid for directly, but shall be subsidiary to the various bid items of the contract.

Cover or protect the following, as applicable: railings, bridge joints, utility covers, railroad crossings, and exposed concrete such as curbs, bridge approach slabs, bridge decks, sidewalks, and concrete pavement.

Do not place wet aggregate.

Use medium pneumatic rollers that meet the requirements of Item 201, "Rolling." If trap rock aggregate is used, the Engineer may require steel wheel rollers.

Provide a minimum of four (4) rollers

If the Engineer sees a problem with uneven application rates from the asphalt nozzles, the Traverse Distribution Test, Tex-922-K, Part III may be performed and witnessed by the Engineer.

Furnish similar color aggregate from a common source for individual roadways.

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.

The asphalt rate shall vary between 0.38 – 0.40 GAL/SY, with an estimated rock rate of 110 SY/CY, but each of these rates may vary as directed by the Engineer.

Furnish aggregate from the same source unless otherwise approved.

All locations are a single course application unless otherwise noted.

Paper or other approved material shall be used to prevent overlapping of traverse joints.

The contractor shall maintain the surface until the work is accepted by the City. Lack of uniformity, such as spots where coverage is not complete, shall be corrected by hand spotting or other approved method. All fat or bleeding surfaces shall be covered with approved material in such a manner that the asphaltic material will not adhere to or be picked up by the tires of vehicles. Upon notification, the contractor shall make repairs within 10 days. These repairs include, but are not limited to patches and repair of bleeding areas. If these corrections are not completed in that time, all other work will cease, but time charges will continue as directed.

2.6 Street Sweeping

The contractor shall sweep paved areas one week and again one month after paving. The contractor shall remove excess or loose aggregate from paved areas, driveways, and sidewalks acceptable to the Engineer. Street sweeping operations shall not in any way adversely affect the finished paved surface and will not be paid for directly but will be subsidiary to Item 316.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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 hot-sprayed thermoplastic with templates or 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 mechanical removal methods and sealing of pavement markings on concrete surfaces shall be subsidiary to the placement of pavement markings and markers.

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.

Any grinding of existing pavement markings and pavement markings sealer on concrete pavement shall be subsidiary to the pavement markings operations.



2.12 Storm Water Pollution Prevention Plan

The contractor shall be responsible for establishing a Storm Water Pollution Prevention Plan (SWPPP) 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.

2.13 Materials Testing

The contractor shall provide test reports showing that all aggregate meets the requirements of TxDOT Item 302, "Aggregate for Surface Treatments."

The contractor shall provide a manifest for each asphalt load delivered to the project.

The City may perform additional testing for quality control.



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

3. ATTACHMENTS

- A. **City of San Angelo Owner's Construction General** Conditions (effective March 19, 2015)
- B. **Standard Technical Specifications** - 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>.
- C. **Traffic Control Specifications**
- D. **Maps/Planned Street Drawings**



4. NO BID REPLY

For ES-04-18 / 2018 Annual Sealcoat Project

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form by mail or email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

===== # # # =====

PLEASE PRINT

We wish to: () Remain On
() Be Deleted From the list of vendors for the City of San Angelo.

A. We hereby submit a "No Bid" because:

- () 1. We are not interested in selling through the bid process.
() 2. We are unable to prepare the bid form in time to meet the due date.
() 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS:
() 4. We do not feel we can be competitive.
() 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
() 6. We do not wish to sell to the City of San Angelo. OBJECTIONS:
() 7. We do not sell the items or provide the services requested.
() 8. Other:

Firm
Signed
Date

Thank you for your assistance!



5. BID FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, two (2) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

Please submit all bid forms in the following order:

- Specifications Worksheet
- Bid Sheet
- Authorized Signature/Contact Information with W-9
- Bid Security (based on base bid price)
- Performance & Payment Bonds (if applicable)
- Addenda Acknowledgment Form
- Disclosure of Certain Relationships Form
- Debarment and Suspension Certification
- Local Preference Consideration Application & Economic Impact Details
- Vendor Compliance With Reciprocity on Non-Resident Vendors
- City References List
- Local Area References List
- List of Proposed Subcontractors/Suppliers
- Vendor Safety Record
- Draft Contract
- Verification Relating to Prohibited Contracts – Israel

*At council award, one notarized, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

In submitting its bid, vendor certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the vendor influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

Submit all forms beyond this point.



Specifications Worksheet

Please indicate if you will be able to provide the below products/services.

Item	DESCRIPTION	YES	NO	If NO, will a subcontractor provide the service?
1.	Placement of AC-20-5TR Asphalt at a rate of 0.38 - 0.40 GAL/SY	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Placement of AGGR TY-PB GR-4 SAC-A or Approved SAC-B At a rate of 110 SY/CY	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Provide a minimum of four (4) rollers	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Sweeping of paved areas one week and one month after paving	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Maintain temporary traffic control measures throughout the project that conform to the current version of the Texas Manual of uniform Traffic Control Devices. (MUTCD)	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Provide Flaggers at all intersections to ensure the safe passage of traffic through construction areas.	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Remove existing raised pavement markers, place work zone pavement markers, removing work zone pavement markers, striping operations, and placing raised pavement markers according to TxDOT's Mobile Operations Standard Traffic Control Plan Sheets	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Pavement Markings that conform to TxDOT Items 666,668, and 672.	<input type="checkbox"/>	<input type="checkbox"/>	

Please indicate a yes or no on the below information.

Item	DESCRIPTION	YES	NO	If NO, provide explanation.
1.	Completion of project within specified number of days	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Completion of project by City's deadline	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Vendor is not debarred/suspended	<input type="checkbox"/>	<input type="checkbox"/>	

Projected calendar days to start after PO is received _____

Estimated completion of project (in calendar days) _____



Bid Sheet

 Company Name

Please complete attached excel file with unit prices and include totals below.

Options will be selected and purchased based on available funding. The bid will be awarded based on lowest responsible bidder.

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

The item "Contingency" is included for additional work that may be performed. The total unit cost for this line item may not be paid in full. The vendor shall submit change order requests within the contract to the City consistent with the requirement of the Owner's Construction General Conditions of the contract documents. Generally, change order requests will be funded by the "CONTINGENCY" line item. The vendor shall include the cost for this item in the "Total Base Bid".

San Angelo

TOTAL BASE BID =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "A1" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "A2" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "A3" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "B1" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "B2" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "B3" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "B4" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "B5" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "B6" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "B7" =	\$ _____	Dollars and	_____	Cents
ALTERNATE BASE BID "B8" =	\$ _____	Dollars and	_____	Cents
TOTAL BID + ALTERNATES=	\$ _____	Dollars and	_____	Cents

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

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

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 vendor not complete the work at a permitted site within the required time period, the City may, at its option, assess an \$870.00 per day delinquent charge against the vendor until such time as work at the site is complete. Estimated Completion Time is 90 Calendar Days.



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

Authorized Signature/Contact Information

Vendor Name: _____

Authorized Signer: _____

Print Name: _____ Date: _____

Title: _____ Email: _____

Primary Contact: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____

(Cannot be a PO Box)

City, State, Zip: _____

Attach IRS W-9

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

The signee agrees, if this bid is accepted, to furnish any and all goods or services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The signee affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, and that the contents of this bid as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services, nor to influence any person to bid or not to bid thereon.



Addenda Acknowledgement

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

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

Please Print

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



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.

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 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for 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.


Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 03/20/18)

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

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor

Councilmembers: Tommy Hiebert, SMD 1
Tom Thompson, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5 (Mayor Pro Tem)
Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

Development Corporation officers are:

Edward Carrasco, President
Todd R. Kolls, Second Vice President
David Cummings, Director
John Edward Bariou, Jr., Director
Bill Dendle, Director
Elizabeth Grindstaff, Director
Oscar Casillas, Director

Interim Executive Director: Michael Dane



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 vendor 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 vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor 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 vendor 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 vendors 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 vendor 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 vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor 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," "vendor," "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 vendor 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 vendor 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 vendor in a covered transaction may rely upon a certification of a prospective vendor 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 vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor 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 vendor 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 vendor 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

Section 271.9051 of the Texas Local Government Code “CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS”:

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a vendor whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a vendor who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest vendor or (b) the vendor whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local vendor offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This “Application for Local Preference Consideration” does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. ***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.



Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Business Type:

- Corporation – Indicate state of incorporation _____
- Partnership – Indicate “general” or “limited” _____
- Sole proprietorship _____

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)

 Authorized Representative Signature

 Printed Name

 Title

 Date

(Attach description and documentation of economic impact as outlined on previous page)



Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor 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 vendor 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 vendors 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 vendor. Resident vendors must check the blank in Section B.

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

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

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

VENDOR:

(Please print)

 Company Name

 Signature

 Printed Name

 Title

 Address

 City, State Zip Code



City References

Company Name

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: _____



Reference Four

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Five

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____



Local Area References

Company Name

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: _____



Reference Four

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

Reference Five

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



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. **Vendors 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: _____



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%



Vendor Safety Record

I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2016 _____
 2015 _____
 2014 _____
 2013 _____
 2012 _____

II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2016	2015	2014	2013	2012
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours (round to 1,000's)					

III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held for Field Supervisor(s)? Yes No
 If yes, frequency: Weekly Bi-Monthly Monthly As Needed
- b. Are project safety inspections conducted? Yes No
 If yes, who performs inspections? _____
 How often? _____
 Who is required to attend? _____
- c. Does your organization have a written safety program? Yes No
 If yes, provide a copy. It will become a compliance document upon contract award.
- d. Does your organization have a safety orientation program for new employees? Yes No
 For employees promoted to Field Supervisor? Yes No
 If yes, does your Supervisor Safety Program include instructions on the following:
 - Safety Work Practices Yes No
 - Tool Box Safety Meetings Yes No
 - First Aid Procedures Yes No
 - Accident Investigation Yes No
 - Fire Protection Yes No
 - New Worker's Orientation Yes No



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

**CONTRACT FOR 2018 ANNUAL SEALCOAT PROJECT
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND**

ES-04-18

This contract for the 2018 Annual Sealcoat Project (“Contract”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and _____, a Texas for profit corporation (“Contractor”), effective as of the _____ day of _____, 2018

RECITALS:

A. City has issued a Request for Bids ES-04-18, “2018 Annual Sealcoat Project”, for construction of a sealcoat surface treatment composed of a single application of asphaltic material and aggregate constructed on existing pavement surfaces within the San Angelo city limits. The estimated size of the area to be seal coated is approximately 1,190,153 square yards in the base bid. In addition there are a number of Alternate Bid Items. Maps for the base bid and alternates are included in the RFB bid packet.

The project will also include, but is not limited to, thermos-plastic pavement markings, and raised pavement markings. All items within this contract shall be in accordance with the 2014 Texas Standard Specifications Manual. The intent of the project is to clearly mark designated roadways throughout San Angelo with pavement markings, adding safety and consistency to all users. Pavement markings in this contract are quantified to replace existing markings that were covered by the sealcoat application. These design items shall include but are not limited to:

- 1.) TY I REFLECTIVE PAVEMENT MARKERS
- 2.) PAVEMENT SEALER
- 3.) TRAFFIC BUTTONS/REFLECTIVE MARKERS



B. Contractor's response to ES-02-18, has been selected as the lowest responsible bidder for the provision of the Work.

C. City wishes to engage the services of Contractor, and Contractor wishes to perform Services for City.

D. On _____, 2018, the City Council of City of San Angelo, approved the selection of Contractor and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

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

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

TERMS:

1. RECITALS AND INCORPORATIONS: The recitals are true and correct and are hereby incorporated into and made a part of this Contract.

2. STATEMENT OF WORK:

A. The Work shall include construction of a sealcoat surface treatment composed of a single application of asphaltic material and aggregate constructed on existing pavement surfaces within the San Angelo city limits. The estimated size of the area to be seal coated is approximately 1,190,153 square yards in the base bid. There are also a number of Alternate Bid Items. Alternate A1 is approximately 533,301 square yards, Alternate A2 is approximately 392,743 square yards, and Alternate A3 is approximately 42,429 square yards. Alternate B1 is approximately 2,780 square yards, Alternate B2 is approximately 5,259 square yards, Alternate B3 is approximately 28,969 square yards, Alternate B4 is approximately 1,098 square yards, Alternate B5 is approximately 9,074 square yards, Alternate B6 is approximately 13,716 square yards, Alternate B7 is approximately 28,975 square yards, and Alternate B8 is approximately 56,129 square yards. Maps for the base bid and alternates are included in this bid packet.

B. The project will also include, but is not limited to, thermos-plastic pavement markings, and raised pavement markings. All items within this contract shall be in accordance with the 2014 Texas Standard Specifications Manual. The intent of the project is to clearly mark designated roadways throughout San Angelo with pavement markings, adding safety and consistency to all users. Pavement markings in this



contract are quantified to replace existing markings that were covered by the sealcoat application. These design items shall include but are not limited to:

- 1.) TY I REFLECTIVE PAVEMENT MARKERS
- 2.) PAVEMENT SEALER
- 3.) TRAFFIC BUTTONS/REFLECTIVE MARKERS

C. Contractor shall be responsible for completing Work described in ES-04-18 “2018 Annual Sealcoat Project” and documents, plans, and specifications comprising the Contract Documents, to be completed within the corporate limits of the City of San Angelo (hereinafter referred to as the “Work” or “Services”)

D. 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 Contractor’s Response to the RFB, in the technical specifications, plans and drawings included with the Contract Documents incorporated herein by reference at Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

3. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within 120 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.

4. LIQUIDATED DAMAGES: City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 3. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) is, and that Contractor shall pay City as liquidated damages, the sum of EIGHT HUNDRED SEVENTY AND NO/100 DOLLARS, (\$870.00) for each calendar day that expires after the time specified in Section 3., or extension thereof as provided in Section 3., until Work is substantially complete.

5. COMPENSATION AND CONTRACT PRICE:

A. The amount of compensation payable by City to Contractor shall be based on the rates and schedules, alternative bid items, or total price described in Contractor’s Response to RFB No. ES-04-18, **Exhibit “B”** hereto, which by this reference is incorporated into this Agreement.

B. City shall pay to Contractor for performance of all Phases of Work embraced in this Contract Documents, and Contractor shall accept as full compensation therefore, the bid base price of _____ AND NO/100 DOLLARS (\$_____.) subject to adjustment only as provided by approved change order, for



all Phases of 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 City are incorporated herein by reference for all purposes, as if fully set out verbatim herein collectively referred to as the "Contract Documents":

- Request for Bid No. ES-04-18, "2018 annual sealcoat Project" Exhibit "A" including:
 - Addendum(s) (If any)
 - Technical Specifications, drawings and plans;
 - Alternative(s)
 - City of San Angelo Owner's Construction General Conditions (effective March 19, 2015) Attachment 1 to this RFB;
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said ES-04-18, and as of the time this Contract entered into by Contractor and City.
- Contractor's Response to ES-04-18, Exhibit "B", attached and made a part hereof.
- Special Insurance Rider, Exhibit "C" hereto

The foregoing identified Contract Documents including Exhibits and Attachments excepting **Exhibit "B"**, are posted on the City's website at <http://www.cosatx.us/departments-services/purchasing/bid-information>; hard copies are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS LINKED



TO THE CITY'S WEBSITE BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE PHYSICALLY ATTACHED TO OR SET FORTH, VERBATIM IN THIS CONTRACT.

The terms, provisions, specifications and conditions of ES-02-18; **Exhibit "A"**; and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFB shall prevail over any conflicting term, provision, specification or condition in Contractor's Response, **Exhibit "B"**.

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

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

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

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

D. Contractor 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.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, recordkeeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

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

11. AUDIT AND INSPECTION RIGHTS:

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

B. City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as City deems reasonably necessary, to determine whether the goods or services



required to be provided by Contractor under this Contract conform to the terms hereof, if applicable. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of San Angelo Code of Ordinances, as same may be amended or supplemented from time to time.

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

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

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

15. TERMINATION RIGHTS OF CITY:

A. Notwithstanding any provision to the contrary in this Contract or the Contract Documents, City shall have the right to terminate this Contract, in its sole discretion, at any time, for any reason including for City's convenience, by giving written notice to Contractor at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Contractor compensation for Work rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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

16. RESOLUTION OF CONTRACT DISPUTES:

A. Contractor understands and agrees that all disputes between Contractor and City concerning or relating to the denial or partial denial of a change, change order or extra Work under



paragraphs 2.17, 2.18 or 2.19 of the Owner's Construction General Conditions of the Contract shall be held for resolution until the Work has been substantially completed. The Contractor shall make a written request for resolution of the dispute (the "Request") to the City's designated official (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 the Contractor wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Contractor's Request within the thirty (30) days of receipt of Contractor's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Contractor's Request, the Official shall notify Contractor the date upon which a decision shall be issued. Submission of a Contractor's Request for determination of the dispute is a condition precedent to Contractor'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 Contractor's written Request for determination, whichever occurs first, Contractor will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Contractor's Request, the resolution of the dispute will be documented, if necessary, through a change to this Contract in accordance with the provisions contained in the Owner's Construction General Conditions, to include but not be limited to, paragraphs 2.17, 2.18 and 2.19. Should the dispute fail to reach resolution through the submission by Contractor's Request, the dispute may be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to a Contractor's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Contract unless further performance has been excused by termination of Contractor or stopping Work is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

B. Contractor understands and agrees that any and all other disputes arising between Contractor and City not related to changes, change orders or extra Work, may be submitted to mediation at the sole discretion of City. City agrees that it shall make such an election within no later than sixty (60) days from the date of final completion, abandonment or termination, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Contract unless further performance has been excused by termination of Contractor or is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

17. INSURANCE:

A. Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled



during the performance of Work under this Contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of Services hereunder, provided however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with City.

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

C. 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.

18. INDEMNIFICATION:

A. GENERAL INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless CITY and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including 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 Contractor or Contractor's agent, consultant under contract, or another entity over which Contractor exercises control, or its employees, agents or sub-providers (collectively referred to as "Contractor") (ii) the failure of Contractor to comply with any of the paragraphs herein or of the Contract Documents, or the failure of Contractor 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. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-providers, as provided above, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct. 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 Contractor in performing Services under this Agreement.

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

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

19. *(Intentionally left blank)*

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

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

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

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

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



no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

26. NOTICES AND REQUIRED NOTICE OF BREACH: Communication and details concerning this Contract shall be directed to the following representatives:

CITY:

City of San Angelo
Russell Pehl, City Engineer
301 W. Beauregard Ave.
San Angelo, Texas 76903

CONTRACTOR:

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

27. MISCELLANEOUS PROVISIONS:

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

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

C. Conflicts: This Contract, the documents required to be provided, and the Contract Documents constitute the entire Contract between the parties hereto and supersede any prior written or oral contracts and understandings between the parties. If any provision of this Contract, the Owner's Construction General Conditions, the Specifications or any other provision contained within the Contract Documents conflicts, or is inconsistent with any other provision of the Contract Documents, then the conflict or inconsistency will be resolved first by reference to the terms of this Contract, then to the General Conditions to this Contract and then finally to the Specifications therein, unless a federal law, regulation or restriction would require otherwise, in which case the federal provision would control.

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

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

F. Counterparts: This Contract may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same



Contract. By affixing their signature to this Contract, each individual is representing that he or she has the authority to sign this Contract and to bind the party that they represent to this Contract.

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

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

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

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

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

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

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

30. REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE: Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government Code and regulations adopted pursuant thereto requiring submission to the City of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the City.



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

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

CONTRACTOR:

BY: _____

EMAIL: _____

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

APPROVED AS TO INSURANCE:

Candice Blake, Purchasing Manager

Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Russell Pehl, City Engineer

Dan T. Saluri, Deputy City Attorney



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

EXHIBIT "A"

**CONTRACT FOR 2018 ANNUAL SEALCOAT PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

RFB ES-04-18

(Linked on City of San Angelo website at www.cosatx.us)



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

EXHIBIT "B"

**CONTRACT FOR 2018 ANNUAL SEALCOAT PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

RFB ES-04-18

CONTRACTOR'S RESPONSE

(following pages)



EXHIBIT "C"

**CONTRACT FOR 2018 ANNUAL SEALCOAT PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

RFB ES-04-18

SPECIAL INSURANCE RIDER

INSURANCE REQUIREMENTS:

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

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



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

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

Coverage limits shall not be less than:

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

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

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

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

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

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



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

Survey

How did you hear about this RFB?

- Newspaper
- Email
- Letter
- City Website
- Person: _____
- Other: _____