

\$10.00

# CITY OF SAN ANGELO REQUEST FOR BIDS

Parks and Recreation

## Renovation and Expansion of Ruffini Parking Lot

RFB No. PK-03-18



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

**Submittal Deadline**  
**July 19, 2018/2:00 PM, Local Time**



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

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## INVITATION TO BID

### General

The Parks and Recreation Department of the City of San Angelo is requesting bids for the renovation and expansion of an existing parking lot at the Southeast quadrant of the intersection of South Chadbourne and East Avenue B. Work includes the removal of existing asphalt and sections of existing concrete sidewalk and curb. Installations of new asphalt, striping as shown, concrete sidewalks and curbs, and PVC sleeves for future irrigation lines under paved areas will be included.

The successful Contractor shall coordinate with the contractor building the Ruffini Chapel adjacent to the parking lot. Some utilities will be trenched across the parking lot area to the Chapel before parking lot work begins. Part of the parking lot area will be used for staging for Ruffini Chapel.

Estimated Project Start Date: Late Summer 2018  
Estimated Length of Project: 120 Calendar Days

### Document Availability

Bid documents, plans, and specifications are available in the Purchasing Division at a cost of \$10.00 per set or may be downloaded from the City's website at [www.cosatx.us](http://www.cosatx.us) at no cost. To locate the documents on the website go to:

- Bid Information > RFB: PK-03-18/ Renovation and Expansion of Ruffini Parking Lot

### Pre-Bid Conference

A non-mandatory pre-bid conference will be held on **July 10, 2018 at 10:00 A.M.** located at 11 East Avenue B. 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.

### Deadline and Delivery Location

Sealed RFB submittals must be received no later than **July 19, 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.



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

#### **Delivery Address**

City of San Angelo  
Purchasing Division, RFB: PK-03-18  
72 W. College Ave., Suite 310  
San Angelo, Texas 76903

**Mark Sealed Bid Envelope: "RFB NO. PK-03-18/ Renovation and Expansion of Ruffini Parking Lot"**

#### **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:**

**Chris Webber, Specialist**  
Purchasing Division  
City of San Angelo  
72 W. College Ave.  
San Angelo, Texas 76903  
[sapurch@cosatx.us](mailto:sapurch@cosatx.us)  
(325) 657-4219

##### **Project After Award:**

**Al Torres, Construction Manager**  
Construction Management Department  
City of San Angelo  
52 W. College Ave.  
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](mailto: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](http://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.



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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](http://www.cosatx.us) > Bid Information > RFB: PK-03-18 / Renovation and Expansion of Ruffini Parking Lot.





#### **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.



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#### **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.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

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

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.



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#### **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 by City up to five (5) copies of the specifications and five (5) sets of the drawings, together with all addenda thereto, if requested.

#### **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



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

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](http://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



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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.

=====

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](http://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.

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#### 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



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**PURCHASING DIVISION**  
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Tel: (325) 657-4219

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.



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## **2. ATTACHMENTS**

- A.** City of San Angelo Owner's Construction General Conditions (effective April 16, 2018)
- B.** Plan Set



**3. NO BID REPLY**

For PK-03-18 / Renovation and Expansion of Ruffini Parking Lot

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](mailto: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!***



#### **4. 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 Cover
- ☐ Special Insurance Rider
- ☐ Verification Relating to Prohibited Contracts – Israel
- ☐ Survey

\*At council award, one signed 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](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.	Removal of existing asphalt and concrete curbs and sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Site grading and fill as required	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Asphalt paving – light duty and heavy duty as shown	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Striping of parking stalls, directional arrows	<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**

**Date:** \_\_\_\_\_

**Vendor:** \_\_\_\_\_

**Base Bid:** \_\_\_\_\_

**Add Alternates**

1. Curb Cut Infill - Sidewalk & Curb Along Chadbourne  
Street: \_\_\_\_\_
2. Remove Asphalt & Install Concrete Walk Along  
Building: \_\_\_\_\_
3. Replace Existing Sidewalk Behind Curb Along  
Chadbourne Street \_\_\_\_\_
4. Chip Seal Parking Lot In Lieu Of Hot Mix Asphalt  
Paving \_\_\_\_\_

**Unit Prices**

1. Concrete Flatwork – 4" Sidewalk \_\_\_\_\_
2. Asphalt Paving – Heavy Duty \_\_\_\_\_
3. Asphalt Paving – Light Duty \_\_\_\_\_

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".

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 a \$100.00 per day delinquent charge against the vendor until such time as work at the site is complete. Estimated Completion Time is 120 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.



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**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



**CITY OF SAN ANGELO**  
**PURCHASING DIVISION**  
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## **Disclosure of Certain Relationships**

### **NOTICE TO VENDORS**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm).

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

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

  
Purchasing Manager

---

### **LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO** **As defined by Chapter 176 of the Texas Local Government Code** **(Revised 06/05/18)**

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  
Aaron Padilla, Director  
Oscar Casillas, Director  
Executive Director: Guy Andrews



**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.



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### **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.



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### **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.





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**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



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### 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: \_\_\_\_\_



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



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### 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: \_\_\_\_\_



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**Reference Four**

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

**Reference Five**

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



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### 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: \_\_\_\_\_



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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.

2017 \_\_\_\_\_

2016 \_\_\_\_\_

2015 \_\_\_\_\_

2014 \_\_\_\_\_

2013 \_\_\_\_\_

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

	2017	2016	2015	2014	2013
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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Tool Box Safety Meetings	<input type="checkbox"/> Yes	<input type="checkbox"/> No
First Aid Procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Accident Investigation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fire Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No
New Worker's Orientation	<input type="checkbox"/> Yes	<input type="checkbox"/> No



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**Draft Contract Cover**

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 #** \_\_\_\_\_

**RFB No. PK-03-18**

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

**CITY OF SAN ANGELO/OWNER, \_\_\_\_\_ Department**  
**Director/Representative: \_\_\_\_\_, Director**  
**San Angelo, Texas, 76903**  
**Telephone: (325) \_\_\_\_\_**  
**EMAIL: \_\_\_\_\_**

**CONTRACTOR: \_\_\_\_\_**  
*(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes ☐ / No ☐*

**Authorizing Officer/Agent: \_\_\_\_\_**  
**EMAIL: \_\_\_\_\_**  
**Address: \_\_\_\_\_**  
\_\_\_\_\_  
\_\_\_\_\_  
**Telephone: \_\_\_\_\_**

**General Description of Project & Scope of Work: \_\_\_\_\_**  
**(The general description of the project that is set forth in the RFB/RFP will be included here)**  
\_\_\_\_\_.

**Effective Date:** This contract shall be effective from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Date of City Council Authorization** \_\_\_\_\_, 20\_\_\_\_



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**Contract Time:** ☒ Contractor agrees to substantially complete Work within one hundred twenty (120) consecutive days after the date Work commences as established by the Notice to Proceed, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies; or

☐ The term of this contract shall be for a period of \_\_\_\_\_(\_\_\_\_), commencing on the “Effective Date” and automatically expiring on \_\_\_\_\_, 20\_\_\_\_, subject to extension as may be provided for in the contract documents.

☐ City shall have \_\_\_\_\_(\_\_\_\_) options to extend the term hereof for a period of \_\_\_\_\_(\_\_\_\_) each, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise the option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of this Agreement.

**Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:**

Davis-Bacon Act required payment of prevailing wages on federally funded or assisted construction projects

☒ **Applies** / ☐ **Does Not Apply** to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

☒ **Applies** / ☐ **Does Not Apply** to this contract.

**Contract Price:** Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

☒ Base Price \$ \_\_\_\_\_,

☐ Schedule of Rates and Charges,

☐ plus Alternate 1 \$ \_\_\_\_\_,

☐ plus Alternate 2 \$ \_\_\_\_\_,

☐ plus Alternate 3 \$ \_\_\_\_\_

for a total sum of \_\_\_\_\_ **AND NO/100 DOLLARS (\$ ),** except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.

**Contract Documents Adopted by Reference:** The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:

☒ RFB No. PK-03-18



**CITY OF SAN ANGELO**  
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☐ ADDENDUM 1 to bid dated \_\_\_\_\_, 20\_\_

☐ ADDENDUM 2 to bid dated \_\_\_\_\_, 20\_\_

☐ ADDENDUM 3 to bid dated \_\_\_\_\_, 20\_\_

☒ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018)

☐ City of San Angelo Standard Professional Services Contract Terms (effective \_\_\_\_\_, 2018)

☐ City of San Angelo Special Contract Terms for Non-Professional Services Contracts  
(effective April 16, 2018)

☒ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018)

☐ Plans: \_\_\_\_\_  
(Include engineering entity, date, part/phase and other identifying information)

☐ Technical Specifications \_\_\_\_\_  
(Include source, date, part/phase and other identifying information)

☒ Contractor's Response to RFB No. PK-03-18

☐ Other: \_\_\_\_\_

#### **Acknowledgement of Receipt of Contract Documents:**

The foregoing identified Contract Documents excluding Contractor's Response to request for bid or proposal 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 BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFB No. PK-03-18 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFB/RFP shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.



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**Separately Executed Contract Documents:** The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

☒ Authorized Signature/Contact Information (with W-9)

☒ Bid Security (based on base bid price)

☒ Performance & Payment Bonds (if applicable)

☒ "Conflict of Interest Questionnaire" Chapter 176 of the Texas Local Government Code

☒ Debarment and Suspension Certification

☒ Local Preference Consideration Application & Economic Impact Details

☒ Vendor Compliance with Reciprocity on Non-Resident Vendors

☒ Verification Relating to Prohibited Contracts – Israel

☒ Certificate of Insurance

☒ Special Insurance Rider

☒ 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), with original submitted to City of San Angelo Purchasing Division.

**Contractor Representations and Warranty:** 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 Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.



**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 duly authorized officials the day and year indicated below.

**CONTRACTOR:**

\_\_\_\_\_

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

*(Name and office held)*

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**CITY OF SAN ANGELO:**

By: \_\_\_\_\_

Daniel Valenzuela, City Manager

ATTEST:

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

DATE: \_\_\_\_\_

(SEAL)

**City Official Approvals:**

APPROVED AS TO CONTENT:

\_\_\_\_\_

Candice Blake, Purchasing Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_

Al Torres, Construction Manager

APPROVED AS TO RISK:

\_\_\_\_\_  
Charles Hagen, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Dan T. Saluri, Deputy City Attorney



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## Special Insurance Rider

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

**1.1 Commercial General Liability.** This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

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

**1.2 Business Automobile Liability.** This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------

**1.3 Workers' Compensation and Employer's Liability.** If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

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

**Vendor agrees to comply with City of San Angelo Special Insurance Rider requirements.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative



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PURCHASING DIVISION  
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**Verification Relating to Prohibited Contracts – Israel**

**City of San Angelo, Texas, RFB PK-03-18**

My name is \_\_\_\_\_, "Declarant";  
(First) (Middle) (Last)

My date of birth is \_\_\_\_\_; and,

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street) (City) (State)  
\_\_\_\_\_, and \_\_\_\_\_  
(Zip Code) (Country)

My position with \_\_\_\_\_, contracting company, is \_\_\_\_\_.  
(contracting company) (office held)

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of  
(County)

\_\_\_\_\_, 20 \_\_\_\_\_.  
(Month)

\_\_\_\_\_  
Declarant





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