

\$40.00

# CITY OF SAN ANGELO REQUEST FOR BIDS

Engineering Services Division

## **REBID** - West Concho Avenue Improvement

RFB No. ES-08-18



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

**Submittal Deadline**  
**October 10, 2018/2:00 PM, Local Time**

## TABLE OF CONTENTS

*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.*

<b>Section</b>	<b>Page</b>
<b>INVITATION TO BID.....</b>	<b>1</b>
GENERAL.....	1
DOCUMENT AVAILABILITY .....	1
DIGITAL FORMAT .....	1
INSURANCE AND INDEMNIFICATION REQUIREMENTS .....	1
QUALIFICATION STATEMENT.....	1
REQUIRED RESPONSE.....	1
DEADLINE AND DELIVERY LOCATION .....	1
COPIES .....	1
DELIVERY ADDRESS.....	2
ADDENDA.....	2
REJECTION OF BIDS.....	2
POINTS OF CONTACT .....	2
<b>1. INSTRUCTIONS TO VENDORS.....</b>	<b>3</b>
1.1. INTERPRETATIONS.....	3
1.2. RESTRICTIONS ON COMMUNICATIONS .....	3
1.3. CORRECTIONS, ADDITIONS, OR DELETIONS .....	3
1.4. CONFIDENTIALITY .....	3
1.5. BID ITEMS.....	3
1.6. BID FORM.....	3
1.7. MODIFICATION OR WITHDRAWAL OF BIDS .....	4
1.8. PRICES .....	4
1.9. EVALUATION FACTORS .....	4
1.10. DISQUALIFICATION.....	4
1.11. COPIES OF BID TABULATION RESULTS .....	4
1.12. RESERVATIONS.....	4
1.13. BID SECURITY .....	5
1.14. SECURITY FORFEITURE.....	5
1.15. RETURN OF SECURITY.....	5
1.16. ORDER PLACEMENT .....	5
1.17. INSPECTIONS .....	5
1.18. INVOICES AND PAYMENTS .....	5
1.19. GRATUITIES.....	5
1.20. WARRANTY-PRICE.....	6
1.21. WARRANTY-PRODUCT.....	6
1.22. SAFETY WARRANTY .....	6
1.23. NO WARRANTY BY CITY AGAINST INFRINGEMENTS.....	6
1.24. TERMINATION.....	6
1.25. FORCE MAJEURE.....	6
1.26. ASSIGNMENT-DELEGATION .....	6
1.27. WAIVER .....	6
1.28. MODIFICATIONS.....	7
1.29. INTERPRETATION-PAROL EVIDENCE.....	7
1.30. APPLICABLE LAW.....	7

1.31.	ADVERTISING.....	7
1.32.	RIGHT TO ASSURANCE.....	7
1.33.	EQUAL EMPLOYMENT OPPORTUNITY.....	7
1.34.	CONFLICT OF INTEREST.....	7
1.35.	CERTIFICATE OF INTERESTED PARTIES (FORM 1295) .....	8
1.36.	TAXES AND PERMITS .....	8
1.37.	EXAMINATION OF CONTRACT DOCUMENTS .....	8
1.38.	FAMILIARIZATION WITH THE TYPE OF WORK .....	8
1.39.	SITE INVESTIGATION.....	8
1.40.	SOILS TESTING SPECIFICATIONS .....	9
1.41.	SUBCONTRACTORS AND SUPPLIERS .....	9
1.42.	COPIES OF CONTRACT DOCUMENTS .....	9
1.43.	PERFORMANCE AND PAYMENT BOND.....	9
1.44.	WAIVER OF PERFORMANCE AND PAYMENT BONDS.....	10
1.45.	QUANTITIES ARE APPROXIMATE .....	10
1.46.	EMPLOYMENT REQUIREMENTS AND WAGE RATES .....	10
1.47.	LEGAL VENUE .....	15
1.48.	FUNDS – PRICE .....	15
1.49.	CLAIMS FOR OVERCHARGES.....	15
1.50.	TIME OF PERFORMANCE .....	15
<b>2.</b>	<b>FEDERAL PROVISIONS (FEDERALLY FUNDED PROJECTS ONLY) .....</b>	<b>16</b>
<b>3.</b>	<b>GENERAL NOTES.....</b>	<b>16</b>
<b>4.</b>	<b>ATTACHMENTS .....</b>	<b>17</b>
<b>5.</b>	<b>NO BID REPLY .....</b>	<b>18</b>
<b>6.</b>	<b>BID FORMS.....</b>	<b>19</b>



## CITY OF SAN ANGELO

### PURCHASING DIVISION

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

## INVITATION TO BID

### General

The Engineering Services Department of the City of San Angelo is requesting bids for the West Concho Avenue Improvement project from US 87 north bound (South Koenigheim Street) to South Randolph Street. The project is partially funded through federal and state grant monies, therefore the lowest bidder must adhere to all applicable federal and state requirements. In general, the project entails the replacement and widening of pavement, curb and gutter, traffic signals at US 87, sidewalks and pedestrian elements, water line replacement, and drainage modifications.

Project Duration: One hundred fifty (150) construction 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 Project is estimated to require 150 days charged as 30 standard work weeks as Standard Work Week is defined in TxDOT Item 8L.3.1.4. Lead time for traffic signal poles is estimated to be 22 calendar weeks. City will issue its Notice to Proceed in consultation with vendor to adapt reasonable lead time for traffic signal poles and timeliest completion of construction within the allotted 30 week period. Project completion date shall in no event be later than September 30, 2019.

### Document Availability

Bid documents, plans, and specifications are available in the Purchasing Division at a cost of \$40.00 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: ES-08-18/ REBID – West Concho Avenue Improvement

### 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 must be prequalified by TxDOT to become eligible to bid or to receive a bid proposal on a construction project. Prequalification documents should be received by TxDOT no less than 14 days prior to bid submission date.

### 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 **October 10, 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: ES-08-18  
72 W. College Ave., Suite 310  
San Angelo, Texas 76903

**Mark Sealed Bid Envelope: "RFB NO. ES-08-18/REBID – West Concho Avenue Improvement"**

#### 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 not set forth in bid package, and to reject non-conforming, non-responsive, or conditional bids.

#### Points of Contact

##### During RFB:

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

##### Project After Award:

**Kevin Pate, Project Engineer**  
Engineering Services Division  
City of San Angelo  
301 W. Beauregard Ave.  
San Angelo, Texas 76903



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

## 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 reviewing the City's 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).** 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.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

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

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. 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: ES-08-18 / REBID – West Concho Avenue Improvement.

#### 1.12. Reservations

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



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

- A. Waive any defect, irregularity, or informality not set forth in bid package;
- 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.





## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### **1.20. Warranty-Price**

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

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

#### **1.21. Warranty-Product**

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

#### **1.22. Safety Warranty**

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

#### **1.23. No Warranty by City against Infringements**

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

#### **1.24. Termination**

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

#### **1.25. Force Majeure**

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

#### **1.26. Assignment-Delegation**

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

#### **1.27. Waiver**

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



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### **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 all applicable Federal and State laws, statutes, and regulations. The Uniform Commercial Code will be applicable for any purchased goods. 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.

TxDOT Office of Civil Rights has established that "Based on the project's federal funding, type of work, location, overall and item cost estimate values, subcontracting opportunities, certified DBE firms in the vicinity of the project location, and size of the project, this office assigns a race-conscious DBE goal of ZERO (0%) for this proposal."

#### **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.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

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.

#### **1.35. 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.

#### **1.36. 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.

#### **1.37. 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.

#### **1.38. 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.

#### **1.39. 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. The Standardized Changed Condition clauses from 23 CFR 635.109(a) are to be included as part of this agreement.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### **1.40. Soils Testing Specifications**

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

#### **1.41. 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.

##### **1.41.1. 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. All subcontractors must include same federal requirements as the prime contractor, including the Form 1273.

The City will review and approval all subcontractors prior to contractor execution. 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.

##### **1.41.2. 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.

#### **1.42. Copies of Contract Documents**

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

#### **1.43. Performance and Payment Bond**



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

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.

#### **1.44. 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.

#### **1.45. 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.

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

##### **1.46.1. 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, as well as the Davis-Bacon Act under 40 USC 3141 and 23 USC 113.

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.

##### **1.46.2. 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.

##### **1.46.3. 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.***

##### **1.46.4. Hours of Labor**



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

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**.

#### **1.46.5. 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.

#### **1.46.6. Prevailing Wage and Hour Decision**

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

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

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

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

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

### **Prevailing Wage and Hour Decision**

General Decision Number: TX180007 01/05/2018 TX7

Superseded General Decision Number: TX20170007

State: Texas

Construction Types: Heavy and Highway

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

#### **HEAVY & HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts,





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

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	
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	



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

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.

---

#### 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



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

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====  
END OF GENERAL DECISION

#### **1.47. Legal Venue**

Tom Green County, Texas

#### **1.48. 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.

#### **1.49. 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.

#### **1.50. Time of Performance**

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



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

## 2. FEDERAL PROVISIONS (FEDERALLY FUNDED PROJECTS ONLY)

The vendor is directed to Attachment D; TxDOT Standard Specifications, Special Specifications and Special Provisions. Note that Form FHWA-1273 must be physically incorporated into each construction contract funded under Title 23 and the vendor must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts unless exempted as specified on Form FHWA-1273.

### 2.1. Uniform Administrative Requirements

By entering into this Contract the vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

## 3. GENERAL NOTES

The general notes listed herein are grouped by general category or work, but are applicable to all items of work for the entire project. As referred to herein, the City refers to the City of San Angelo, the Engineer, and/or any of their designated representatives. The total bid submitted shall be the total compensation provided to the contractor for the work to be performed in this contract. Any work provided for herein and not paid for directly shall be considered subsidiary to the various bid items of the contract and no direct payment shall be made.

- A. The scope of work does not include Wayfinding Sign shown in Detail A2, Sheet S-501 of the drawings also identified as ST.11.1 LARGE DOWNTOWN GATEWAY, LARGE FOOTPRINT SIGN.
- B. City of San Angelo will, for the purposes of this project, adopt TxDOT Quality Assurance program for the portion of work within TxDOT Right of Way.
- C. Contractor agrees to implement all requirements of the Occupational Safety and Health Act.



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

#### **4. ATTACHMENTS**

- A.** City of San Angelo Owner's Construction General Conditions (effective April 16, 2018)
- B.** Specifications and Contract Documents (prepared by Parkhill, Smith, & Cooper)
- C.** Sealed Drawings (prepared by Parkhill, Smith, & Cooper)
- D.** TxDOT Standard Specifications, Special Specifications and Special Provisions



**5. NO BID REPLY**

For ES-08-18 / REBID – West Concho Avenue Improvement

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.

**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!*



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

## 6. 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
- ☐ City References List
- ☐ Local Area References List
- ☐ List of Proposed Subcontractors/Suppliers
- ☐ Vendor Safety Record
- ☐ Certification of Non-Segregated Facilities
- ☐ Child Support Statement and Business Ownership
- ☐ Certificate of Interest in Other Bid Proposals for this Work
- ☐ Special Insurance Rider
- ☐ Verification Relating to Prohibited Contracts – Israel
- ☐ Draft Contract Cover
- ☐ 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?
	Remove approximately 4100 SY of existing pavement.	<input type="checkbox"/>	<input type="checkbox"/>	
	Construct approximately 4100 SY of new pavement	<input type="checkbox"/>	<input type="checkbox"/>	
	Installation of new curb and gutter for approximately 1300 ft	<input type="checkbox"/>	<input type="checkbox"/>	
	Installation of approximately 70 SY of sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	
	Construction of 420 feet of new waterlines	<input type="checkbox"/>	<input type="checkbox"/>	
	Installation of approximately 145 LF of storm sewer with inlets & junction boxes	<input type="checkbox"/>	<input type="checkbox"/>	
	Material and installation of new traffic signal	<input type="checkbox"/>	<input type="checkbox"/>	

Please indicate a yes or no on the below information.

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

Projected calendar days to start after PO is received \_\_\_\_\_

Estimated completion of project (in calendar days) \_\_\_\_\_



**Bid Sheet**

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

**\*Please complete attached excel file or chart below with item descriptions and quantities.\***

**W. Concho Street: S. Koenigheim Ave to S. Randolph Ave**  
**San Angelo, TX**

**CITY OF SAN ANGELO ITEMS:**

NO.	BID CODE		DESCRIPTION	UNITS	CoSA QUANTITY	UNIT PRICE	AMOUNT
1	104	6001	REMOVING CONC (PAV)	SY	2,950	\$	\$
2	104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	1,060	\$	\$
3	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	470	\$	\$
4	105	6015	REMOVING STAB BASE AND ASPH PAV (8"-10")	SY	430	\$	\$
5	107	001	SEEDING FOR EROSION CONTROL	SY	500	\$	\$
6	110	6001	EXCAVATION (ROADWAY)	CY	260	\$	\$
7	132	6001	EMBANKMENT (FINAL) (ORD COMP) (TYA)	CY	10	\$	\$
8	160	001	FURNISHING AND PLACING TOPSOIL	SY	500	\$	\$
9	351	6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")	SY	21	\$	\$
10	360	6047	CONC PVMT (CONT REINF - CRCP) (6")	SY	2,765	\$	\$
11	433	001	CLEANING AND SEALING JOINTS (CL 5)	LF	6,030	\$	\$
12	500	6001	MOBILIZATION	LS	1	\$	\$
13	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$	\$
14	506	6036	SANDBAGS FOR EROSION CONTROL (6")	LF	30	\$	\$
15	506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	470	\$	\$





# CITY OF SAN ANGELO

## PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

16	506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	470	\$	\$
17	529	6001	CONC CURB (TY I)	LF	1,210	\$	\$
18	530	6001	INTERSECTIONS (CONC)	SY	1,090	\$	\$
19	530	6004	DRIVEWAYS (CONC)	SY	85	\$	\$
20	531	6001	CONC SIDEWALKS (4")	SY	605	\$	\$
21	531	6004	CURB RAMPS (TY 1)	EA	8	\$	\$
22	531	6010	CURB RAMPS (TY 7)	EA	2	\$	\$
23	636	6001	ALUMINUM SIGN (TY A)	SF	12.5	\$	\$
24	644	6023	IN SM RD SN SUP&AM TYFRP(1)UA(P)	EA	7	\$	\$
25	644	6075	RELOCATE SM RD SN SUP&AM (SIGN ONLY)	EA	5	\$	\$
26	644	6076	REMOVE SM RD SN SUP&AM	EA	6	\$	\$
27	662	6034	WK ZN PAV MRK NON-REMOV (Y)4"SLD	LF	1,000	\$	\$
28	662	6051	WK ZN PAV MRK REMOV (REFL) TY II-A-A	LF	50	\$	\$
29	662	6058	WK ZN PAV MRK REMOV (TRAF BTN) TY Y	EA	150	\$	\$
30	666	6167	REFL PAV MARK TY II (W) 4" (BRK)	LF	200	\$	\$
31	666	6176	REFL PAV MARK TY II (W) 8" (DOT)	LF	18	\$	\$
32	666	6178	REFL PAV MARK TY II (W) 8" (SLD)	LF	95	\$	\$
33	666	6182	REFL PAV MARK TY II (W) 24" (SLD)	LF	780	\$	\$
34	666	6184	REFL PAV MARK TY II (W) (ARROW)	EA	4	\$	\$
35	666	6192	REFL PAV MARK TY II (W) (WORD)	EA	2	\$	\$



# CITY OF SAN ANGELO

## PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

36	666	6207	REFL PAV MARK TY II (Y) 4" (SLD)	LF	961	\$	\$
36-A	678	6001	PAV SURF PREP FOR MRK (4")	LF	1,161	\$	\$
36-B	678	6001	PAV SURF PREP FOR MRK (8")	LF	95	\$	\$
36-C	678	6001	PAV SURF PREP FOR MRK (24")	LF	600	\$	\$
36-D	678	6001	PAV SURF PREP FOR MRK (ARROW)	EA	4	\$	\$
36-E	678	6001	PAV SURF PREP FOR MRK (WORD)	EA	2	\$	\$
37	677	6001	ELEM EXT PAV MRK & MRKS (4")	LF	1,000	\$	\$
38	2667	001	WATER LINES (18 IN)	LF	170	\$	\$
39	2667	002	WATER LINES (10 IN)	LF	30	\$	\$
40	2667	003	WATER LINES (8 IN)	LF	160	\$	\$
41	2667	004	WATER LINES (6 IN)	LF	60	\$	\$
42	2667	005	WATER VALVES (18 IN)	EA	8	\$	\$
43	2667	006	WATER VALVES (10 IN)	EA	2	\$	\$
44	2667	007	WATER VALVES (8 IN)	EA	4	\$	\$
45	2667	008	WATER VALVES (6 IN)	EA	2	\$	\$
46	2667	009	WATER FITTINGS	TONS	2.856	\$	\$
47	2667	010	RELOCATE FIRE HYDRANT	EA	1	\$	\$
48	2667	011	IRRIGATION PIPE SLEEVE	EA	11	\$	\$
49	ST.01.1		VEHICULAR DIRECTIONAL SIGN	EA	0	\$	\$
50	ST.11.1		LARGE DOWNTOWN GATEWAY, LARGE FOOTPRINT SIGN	EA	0	\$	\$



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

51			CONTINGENCY	EA	1	\$ 86,300.00	\$ 86,300.00
52			SIGNAL CNTRL BATTERY BACKUP – ALPHA FXM 2000 RUGGED UPS MOD	EA	1	\$	\$
City of San Angelo Total						\$	



**W. Concho Street: S. Koenigheim Ave to S. Randolph Ave**  
**San Angelo, TX**  
**TxDOT ITEMS:**

1	104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	120	\$	\$
2	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	50	\$	\$
3	105	6015	REMOVING STAB BASE AND ASPH PAV (8"-10")	SY	140	\$	\$
4	351	6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")	SY	46	\$	\$
5	402	6001	TRENCH EXCAVATION PROTECTION	LF	145	\$	\$
6	416	6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	42	\$	\$
7	416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	12	\$	\$
8	416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	22	\$	\$
9	420	6012	CL B CONC (MISC) CY	CY	1	\$	\$
10	464	6005	RC PIPE (CL III) (24 IN)	LF	145	\$	\$
11	465	2001	INLET (COMPL) (TY 1)	EA	2	\$	\$
12	465	2008	INLET EXT (TY E)	EA	8	\$	\$
13	465	6225	JUNCTION BOX (COMPL) (SPL)	EA	1	\$	\$
14	496	6002	REMOVE STR (INLET)	EA	1	\$	\$
15	496	6007	REMOVE STR (PIPE)	LF	80	\$	\$
16	500	6001	MOBILIZATION	LS	1	\$	\$
17	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$	\$
18	506	6036	SANDBAGS FOR EROSION CONTROL (6")	LF	70	\$	\$
19	529	6001	CONC CURB (TY I)	LF	110	\$	\$



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

20	530	6001	INTERSECTIONS (CONC)	SY	160	\$	\$
21	531	6001	CONC SIDEWALKS (4")	SY	60	\$	\$
22	531	6004	CURB RAMPS (TY 1)	EA	4	\$	\$
23	618	6023	CONDT (PVC)(SCH 40) (2")	LF	61	\$	\$
24	618	6029	CONDT (PVC)(SCH 40) (3")	LF	98	\$	\$
25	618	6054	CONDT (PVC)(SCH 80) (3") BORE	LF	426	\$	\$
26	618	6070	CONDT (RM) (2")	LF	15	\$	\$
27	620	6008	ELEC CONDR (NO.8) INSULATED	LF	45	\$	\$
28	620	6009	ELEC CONDR (NO.6) BARE	LF	325	\$	\$
29	620	6010	ELEC CONDR (NO.6) INSULATED	LF	357	\$	\$
30	624	6010	GROUND BOX TY D (162922)W/APRON	EA	5	\$	\$
31	628	6124	ELC SRV TY D 120/240 060(NS)GS(L)SP(O)	EA	1	\$	\$
32	636	6001	ALUMINUM SIGN (TY A)	SF	48	\$	\$
33	644	6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	1	\$	\$
34	644	6075	RELOCATE SM RD SN SUP&AM (SIGN ONLY)	EA	1	\$	\$
35	644	6076	REMOVE SM RD SN SUP&AM	EA	1	\$	\$
36	666	6182	REFL PAV MARK TY II (W) 24" (SLD)	LF	840	\$	\$
37	672	6012	TRAFFIC BUTTON TY I-C	EA	15	\$	\$
38	672	6016	TRAFFIC BUTTON TY W	EA	15	\$	\$
39	677	6007	ELEM EXT PAV MRK & MRKS (24") (CROSSWALK)	LF	300	\$	\$



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

40	680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	\$	\$
41	680	6004	REMOVING TRAFFIC SIGNALS	EA	1	\$	\$
42	682	6001	VEH SIG SEC (12")LED(GRN)	EA	8	\$	\$
43	682	6003	VEH SIG SEC (12")LED(YEL)	EA	8	\$	\$
44	682	6005	VEH SIG SEC (12")LED(RED)	EA	8	\$	\$
45	682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	8	\$	\$
46	684	6009	TRF SIG CBL (TY A)(12 AWG)(4 COND)	LF	872	\$	\$
47	684	6012	TRF SIG CBL (TY A)(12 AWG)(7 COND)	LF	1,226	\$	\$
48	684	6021	TRF SIG CBL (TY A)(12 AWG)(16 COND)	LF	137	\$	\$
49	686	6033	INS TRF SIG PL AM(S)1 ARM(32')	EA	1	\$	\$
50	686	6279	INS TRF SIG PL AM(S)2 ARM(65-44')	EA	1	\$	\$
51	687	6001	PED POLE ASSEMBLY	EA	7	\$	\$
52	688	6001	PED DETECT PUSH BUTTON (APS) Polara I-Nav	EA	8	\$	\$
53	6077	6001	RADIO SET-UP SYSTEM - Ubiquiti system including Ubiquiti NBE-M5-19, cables, brackets, antenna, installation and setup.	EA	1	\$	\$
54	6083	6001	VIDEO IMAGE & RADAR VEH DETECTION SYS - GridSmart Camera System including camera, processor, communication cables, brackets, installation and setup.	EA	1	\$	\$
55	6525		MV PRIORITY CONTROL UNIT W/CABLE - GTT Opticom Preemption System including processor(s), cable, 3 receiver units, brackets, installation and setup.	EA	1	\$	\$
<b>TxDOT Total</b>							<b>\$</b>

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.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

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 \$1060.00 per day delinquent charge against the vendor until such time as work at the site is complete. Estimated Completion Time is 150 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.





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

**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

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### 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.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### 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**





## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

## 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.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

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



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

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

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

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

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





## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

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



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

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

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

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

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



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### 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. Include how the vendor plans to meet DBE goal.

Category of Work: GENERAL CONTRACTOR % of Proposed Contract Amount: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

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

Address, City, State, Zip: \_\_\_\_\_

DBE Goal Plan: \_\_\_\_\_

\*\*\*\*\*

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: \_\_\_\_\_



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

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: \_\_\_\_\_

DBE Goal Plan: \_\_\_\_\_

\*\*\*\*\*

Category of Work: \_\_\_\_\_ % of Proposed Contract Amount: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

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

Address, City, State, Zip: \_\_\_\_\_

***Percentages should total to 100%***



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### 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 ☐ Yes ☐ No

Tool Box Safety Meetings ☐ Yes ☐ No

First Aid Procedures ☐ Yes ☐ No

Accident Investigation ☐ Yes ☐ No

Fire Protection ☐ Yes ☐ No

New Worker's Orientation ☐ Yes ☐ No



### **Certification of Non-Segregated Facilities**

All bidders must certify that they will not maintain or provide for their employees any segregated facilities at any of his/her establishments and that they will not permit their employees to perform any services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of any bid.

As used in certification the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. All bidders must agree that (except where the bidder has obtained identical certification from proposed subcontractors for specific time periods.) He or she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he or she will retain such certification in his files.

Contractor acknowledges that bid submission constitutes compliance with FHWA Form 1273 included herein with TxDOT Standard Specifications, Special Specifications and Special Provisions and made part of contract.

CONTRACTOR

Signature: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)



## **CHILD SUPPORT STATEMENT**

**Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to received the specified grant, load or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.**



### State of Texas Child Support Business Ownership Form

County: \_\_\_\_\_

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

TxDOT CSJ: \_\_\_\_\_

LG Project Number: \_\_\_\_\_

Business Entity Submitting Bid: \_\_\_\_\_

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

NAME	SOCIAL SECURITY NUMBER
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business. (            ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by the City of San Angelo. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

IF THIS PROJECT IS A JOINT VENTURE,  
ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.



**S. Non-Lobbying (over 150K)**

The undersigned certifies to the best of his or her knowledge and belief that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**T. Lobbying and Disclosure Certification**

Name of Company	Printed Name of Person Completing Form
Date	Signature

**CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK**

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking "Yes" or "No" below, is true, accurate, and complete.

- A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

\_\_\_\_\_ YES

\_\_\_\_\_ NO

- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.



### 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



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

**Verification Relating to Prohibited Contracts – Israel**

**City of San Angelo, Texas, RFB ES-08-18**

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

**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. ES-08-18**

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,** Engineering Services Department

**Director/Representative:** Russell Pehl, City Engineer

301 W. Beauregard

San Angelo, Texas, 76903

**Telephone:** (325) 657-4201

**EMAIL:** russell.pehl@cosatx.us

**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\_\_\_\_



\*The Project is estimated to require 150 days charged as 30 standard work weeks as Standard Work Week is defined in TxDOT Item 8L.3.1.4. Lead time for traffic signal poles is estimated to be 22 calendar weeks. City will issue its Notice to Proceed in consultation with vendor to adapt reasonable lead time for traffic signal poles and timeliest completion of construction within the allotted 30 week period. Project completion date shall in no event be later than September 30, 2019.

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

**X Applies** / **Does Not Apply** to this contract.

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

**X** Base Price \$ \_\_\_\_\_,

- ☐ Schedule of Rates and Charges,  
☐ plus Alternate 1 \$ \_\_\_\_\_,  
☐ plus Alternate 2 \$ \_\_\_\_\_,  
☐ plus Alternate 3 \$ \_\_\_\_\_



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

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. ES-08-18

☐ 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 \_\_\_\_\_ Contracts (effective \_\_\_\_\_, 2018)  
(CMAR./Prof. Svcs./other)

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

☒ Plans: Seal Drawings (prepared by Parkhill, Smith, & Cooper)  
(Include engineering entity, date, part/phase and other identifying information)

☒ Technical Specifications Project Manual (prepared by Parkhill, Smith, & Cooper)  
(Include source, date, part/phase and other identifying information)

☒ Contractor's Response to RFB No. ES-05-18

☒ Other: TxDOT Standard Specifications, Special Specifications and Special Provisions

#### **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. ES-05-18 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFB shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

**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

☒ Certification of Non-Segregated Facilities

☒ Child Support Statement and Business Ownership

☒ Certificate of Interest in Other Bid Proposals for this Work

☒ 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), submitted to City of San Angelo Purchasing Division.



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

**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

FHWA-1273 -- Revised May 1, 2012

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or





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

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below.

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



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

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.





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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



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

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:





## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant 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 department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered 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 department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant 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 Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

#### **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered 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 department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant 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 Federal Government, the



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.





## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



**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 RISK:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Russell Pehl, City Engineer

APPROVED AS TO FORM:

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



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