

\$25.00

CITY OF SAN ANGELO REQUEST FOR BID

RFB No: WU-10-15

**Water Utilities
2015 Trench Repair**

RFB SUBMITTAL DEADLINE

October 15, 2015 - 2:00 P.M., Local Time

**Contract Documents
Specifications**



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

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

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1. INVITATION TO BID

1.1. Scope of Work

The project consists of the repair of utility trenches in accordance with the Contract Documents made by the City of San Angelo during its regular utility line repair and replacement program.

Provider shall provide all labor, material, equipment, machinery, superintendence, resources, etc. required to repair paved surfaces within City street roadways and paved alleys. The area in a street roadway that would be considered for repair under this contract is from edge of pavement to edge of pavement. All paved areas in City right-of-ways beyond these limits that may be cut, may at the City's discretion, be subject to repair under this contract. The City may utilize the Provider for complete repairs or for a portion of repairs. Excavations that extend beyond the pavement edge may be included in this contract. The Provider will restore the surface to match the existing surface. Backfills performed outside the pavement edge shall be repaired with the same materials (bedding, flexible base backfill) and compaction requirements as work performed in paved areas with the exception that the final surface will replicate the originally disturbed top surface (top soil, concrete, etc.). Reseeding or sodding is NOT included in this contract.

1.2. Document, Plans and Specifications Availability

Bid documents, plans, and specifications may be obtained at the Purchasing Department, Suite 330, City Hall at a cost of \$25.00 per set. No refunds will be made and no partial sets will be issued. The Request for Bid is also available at www.cosatx.us at no cost.

1.3. Pre-Bid Conference

A non-mandatory pre-bid conference will convene **October 12, 2015 at 10a.m.** in the City Hall Basement Conference Room. Representatives of the City will discuss bid conditions and answer questions regarding bid procedures.

1.4. Insurance and Indemnification Requirements

*Insurance and indemnification requirements applicable to this project are included within the draft Project Agreement Form included within this bid package. Please read the bold note at the top of the first page of the draft Project Agreement Form and review the insurance and indemnification requirements listed in Sections 16-18 of that form with your insurance agent **prior** to submitting your bid.*

1.5. Delivery of Bid

Sealed bids will be received until **October 15, 2015, 2:00 P.M.**, local time. The clock located in the Purchasing Department will be the official time. Responses should be addressed as reflected below:

USPS: Purchasing Department, WU-10-15
City of San Angelo
72 West College Ave
San Angelo, Texas 76903

Mark Sealed Envelope: "RFB NO. WU-10-15/Trench Repair"

Delivery Service (UPS, FEDEX, etc): Purchasing Department, WU-10-15
72 West College Ave, Suite 330
San Angelo, Texas 76903

- **Mark Delivery Envelope:** "Sealed RFB Enclosed"
- **Mark Sealed Envelope:** "RFB NO. WU-10-15/Trench Repair"

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

Faxed or electronically transmitted submittals will not be accepted

1.6. Qualification Statement

Prospective bidders should be advised that a qualification statement may be required.

1.7. Bid Withdrawal

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

1.8. Rejection of Bids

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

1.9. 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 proposal unless clearly identified.

1.10. Equal Opportunity Employers

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

1.11. Points of Contact

Julia Antilley, Purchasing Manager

City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
(325) 657-4220
SaPurch@cosatx.us

Allison Strube, Assistant Water Director

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



2. INSTRUCTIONS TO BIDDERS

2.1. Bids

2.1.1. Digital Format

If Bidder obtained the bid specifications in digital format, the bid must be submitted in hard copy according to the instructions contained in this bid package. If, in its bid response, Bidders makes 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.

2.1.2. Submission of Bid

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

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

Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

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

2.1.3. Modifications – Corrections, Deletions or Additions

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

2.1.4. Bid Form

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 non-responsive.

The Bidder is not required to acknowledge receipt of Addenda but shall include all addenda in Bidder'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 Bidder.

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

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

2.1.5. Withdrawal of Bids

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

2.1.6. Rejection of Bids

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

2.1.7. Award and Execution of Documents

If the Contract is awarded, it shall be awarded to the bidder whom, in the City's judgment, provides the best value to the City. The City reserves the right to reject any or all Bids, to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional bids.

In analyzing Bids, the City may take into consideration alternates and unit prices, if requested by the Bid forms.

Failure of the selected Bidder to deliver the required Contract Documents, including the required Bonds and insurance, within thirty (30) days of the Notice of Award to selected Bidder 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.

In evaluating Bids, the City shall consider the following criteria for determining who provides the best value to the City:

- Price of Services and Products
- Was the bid received within the time and date specified in the RFB?
- Was the bid executed by a person authorized to sign for the company?
- Was pricing provided as requested in the Request for Bids?
- Does the bid meet the minimum specifications?
- Does the bidder and bidder's subcontractors have adequate experience and technical experience to successfully fulfill the contract requirements?
- Did the bidder provide a list of references to include company or individual name, contact person, phone number?
- Did the bidder provide a list of projects of similar size and dollar amount as this project?
- What is the bidder's quality and performance on previous contracts?
- Does the bidder have a satisfactory work history with the City?
- Is the bidder on the federal, state, or other department lists?
- Has the bidder been terminated from a project for non-compliance or substandard work?
- Does the bidder have the financial resources to provide the necessary equipment, materials, labor, etc., to successfully complete the project? Can the bidder provide a performance and payment bond in an amount equal to the total amount of the project?
- Does the bidder have a permanent place of business?
- Does the bidder have a satisfactory safety record?
- Does the bidder have adequate staff available to complete the project within the period specified?

- Can the bidder provide the required insurance coverages as specified?
- Has the bidder or bidder's subcontractors been convicted of any criminal acts?

2.1.8. Bid Security

Each submission must be accompanied by a Bid Bond, Certified or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the City in the sum of not less than five percent (5%) of the total amount of the bid. The bid bond must be executed by a surety meeting the requirements set forth in Section 2, General Conditions. The bid security shall be made payable without condition to the City of San Angelo, Texas.

2.1.9. Return of Bid Security

The bid security of the successful Bidder will be retained until contract is fully executed and furnished the required bid bond and required insurance, whereupon checks furnished as bid security will be returned. The bid security of any Bidder 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 Bidder to City, not to exceed 60 days after the Bid opening. Checks furnished as bid security will be deposited and reissued within 30 days of the Bid opening.

2.1.10. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to SaPurchase@cosatx.us in writing. Replies will be issued by Addenda posted on the City's website. Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

2.1.11. Taxes and Permits

Attention is directed to the requirements of Section 2, 2.8, General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against City or Selected Bidder in connection with the Work shall be paid by the selected Bidder. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax. The City's **State Sales Tax Exemption Number is 75-6000-659.**

2.1.12. Examination of Contract Documents

Each bidder shall thoroughly examine and be familiar with the Contract Documents. The submission of a bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his 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 Bidder as a result of conditions pertaining to the work.

2.1.13. Familiarization with the Type of Work

Before submitting his Bid, each prospective Bidder shall be familiar with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. Bidder shall carefully correlate their observations with requirements of the Contract Documents and otherwise satisfy themselves of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.

2.2. Site Investigation

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

2.3. Soils Testing Specifications

The Contractor will be allowed to conduct soils investigations within the alignment of the proposed Project if they

can be coordinated with the City and appropriate landowners during the Bid preparation phase. All such investigations must be coordinated through the City.

2.4. Subcontractors and Suppliers

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

2.4.1. Subcontractor Qualification

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

The successful Bidder 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.

Subcontractors will be evaluated utilizing "Criteria for Determining Best Value" as contained herein. The City will notify the successful Bidder in writing if, after due investigation, there is objection to any Subcontractor, person, or organization on such list.

If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Additional requirements for subcontractors are contained within Section 2, 2.6, entitled General Conditions.

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

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

2.4.2. Suppliers

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

2.5. Copies of Contract Documents

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

2.6. Performance and Payment Bond

(a) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder 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 Bidder may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract.

(b) 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.

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

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

2.7. Waiver of Performance and Payment Bonds

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

- 1) The Payment Bond is not required if the contract sum is fifty thousand (\$50,000.00) Dollars or less
- 2) The Performance Bond is not required if the contract sum is less than one-hundred thousand (\$100,000.00) Dollars

2.8. Quantities are Approximate

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

2.9. Employment Requirements and Wage Rates

2.9.1. General

The award of this contract shall be based in part upon payment by the selected Bidder and his Subcontractors of 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.

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

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

2.9.2. Records

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

2.9.3. Penalty

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

2.9.4. Hours of Labor

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

2.9.5. Veterans Preference

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

2.10. 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, the Davis-Bacon Act and other related federal law requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to 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 more than \$2,000 of federal funds are included in the funding source for this project, then the following provisions apply:

1. 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.
2. Labor classifications not appearing on the Wage Decision will be deferred to the U.S. Department of Labor (DOL) for approval.

Attached below is the latest Prevailing Wage and Hour Decision currently applicable. The selected bidder will be responsible for compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the timework is performed.

2.10.1. Applicable Wages and Benefits

General Decision Number: TX150007 01/02/2015 TX7

Superseded General Decision Number: TX20140007

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 13.55	
ELECTRICIAN.....	\$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.36	
Structures.....	\$ 13.52	
LABORER		
Asphalt Raker.....	\$ 12.28	
Flagger.....	\$ 9.30	
Laborer, Common.....	\$ 10.30	
Laborer, Utility.....	\$ 11.80	
Work Zone Barricade		
Servicer.....	\$ 10.30	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer.....	\$ 14.87	
Asphalt Paving Machine.....	\$ 13.40	
Broom and Sweeper.....	\$ 11.21	
Crane, Lattice Boom 80		

Tons or Less.....	\$ 16.82
Crawler Tractor Operator....	\$ 13.96
Excavator, 50,000 lbs or less.....	\$ 13.46
Front End Loader Operator, Over 3 CY.....	\$ 12.77
Front End Loader, 3CY or less.....	\$ 12.28
Loader/Backhoe.....	\$ 14.18
Mechanic.....	\$ 20.14
Milling Machine.....	\$ 15.54
Motor Grader, Rough.....	\$ 16.15
Motor Grader, Fine.....	\$ 17.49
Pavement Marking Machine....	\$ 16.42
Reclaimer/Pulverizer.....	\$ 12.85
Roller, Asphalt.....	\$ 10.95
Roller, Other.....	\$ 10.36
Scraper.....	\$ 10.61
Spreader Box.....	\$ 12.60
 Servicer.....	\$ 13.98
 Steel Worker (Reinforcing).....	\$ 13.50

TRUCK DRIVER

Lowboy-Float.....	\$ 14.46
Single Axle.....	\$ 12.74
Single or Tandem Axle Dump..	\$ 11.33
Tandem Axle Tractor with Semi.....	\$ 12.49

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



3. PERFORMANCE AGREEMENT-DRAFT

NOTICE

This is the City's standard form of agreement for projects of this type. The specified insurance requirements in Section 18 are applicable to this project. After bids are opened and City has determined its recommendation, a final agreement for your signature will be prepared. The appropriate sections will be completed with an accurate summary of the description of work to be awarded and the bid price recommended to Council, including all alternates, options and addenda to be awarded. Any special provisions included in the bid documents will be added in Section 25 of this Agreement. This Agreement must be finalized by City, and signed by Contractor, prior to the award of the bid by the City Council.

AGREEMENT FOR CONSTRUCTION OF 2015 WATER UTILITIES TRENCH REPAIR

This Agreement is entered into this ___ day of _____, 2015 by and between City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a _____, ("Contractor").

RECITALS

A. City has issued a Request for Bid No. WU-10-15 for Water Utilities 2015 Trench Repair ("RFB No.WU-10-15") to perform repair of asphalt cuts resulting from work on water and wastewater systems ("Work"); and Contractor's bid, in response thereto, has been selected as the most qualified proposal for the provision of the Work.

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

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

1. STATEMENT OF WORK

A. Contractor shall be responsible for completing Work described in ("RFB No WU-01-15") for the repair utility trenches ("Work") to include repair asphalt cuts resulting from work on water and wastewater systems within City street roadways and paved alleys as specified in the Contract Documents.

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and, all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 6 of this Agreement and in accordance with the terms and conditions set forth herein and within those Contract Documents.

2. TIME OF PERFORMANCE

Contractor agrees to substantially complete Work throughout the term beginning _____ and ending _____. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City.

3. LIQUIDATED DAMAGES

City and Contractor recognize that the time of performance is of the essence in this Agreement and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 2 above, plus any

extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for Contractor to pay City Fifty Dollars (\$50.00) for each consecutive calendar day per delinquent permit until work at the site is complete. Therefore, Contractor shall pay as liquidated damages Fifty Dollars (\$50.00) for each consecutive calendar day per delinquent permit until work at the site is complete.

4. CONTRACT PRICE

City shall pay to Contractor for performance of Work embraced in this Agreement, and Contractor shall accept as full compensation therefore, the Bid Price of _____ and ___/100 Dollars (\$_____) subject to adjustment only as provided by approved change order, for all Work covered by and included in the contract award; payment thereof to be made in current funds in the manner provided in Section 5. Payment Procedure.

5. PAYMENT PROCEDURE

Contractor shall submit Applications for Payment in accordance with the General Conditions as shown in RFB No. WU-10-15 and City shall process the Applications for Payment in accordance with the General Conditions, except that progress payments and the final payment under this Agreement shall be made as set forth below:

A. Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month. All payments shall be based upon the progress of Work measured as provided for in the General Conditions.

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

6. CONTRACT DOCUMENTS

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

- Request for Bid No.WU-10-15 Water Utilities 2015 Trench Repair ("RFB No.WU-10-15")
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said Bid Invitation Number as of the time this Agreement is entered by Contractor and City.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Agreement, Contractor makes the following representations to City:

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

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

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

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

8. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, recordkeeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

9. OWNERSHIP OF DOCUMENTS

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

10. AUDIT AND INSPECTION RIGHTS

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

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

11. AWARD OF CONTRACT

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

12. PUBLIC RECORDS

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

13. DEFAULT

If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, City in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Contractor while Contractor was in default shall be immediately returned to City. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform Work within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of Work, including consequential and incidental damages.

14. CITY'S TERMINATION RIGHTS

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

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

15. RESOLUTION OF CONTRACT DISPUTES

Contractor understands and agrees that all disputes between Contractor and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to City Manager for his resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty Five Thousand Dollars (\$25,000.00), the City Manager's decision shall be approved or disapproved by the City Council. Contractor shall not be entitled to seek judicial relief unless: (i) Contractor has first received City Manager's written decision, approved by the City Council if the amount of compensation hereunder exceeds Twenty Five Thousand Dollars (\$25,000.00); or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

16. INSURANCE

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

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

17. INDEMNIFICATION

A. GENERAL INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF CONTRACTOR OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF CONTRACTOR AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY CONTRACTOR HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

B. ENVIRONMENTAL INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH OR RESULTING FROM OR ARISING OUT OF CONTRACTOR'S HANDLING, COLLECTION, TRANSPORTATION, STORAGE, DISPOSAL, TREATMENT, RECOVERY, AND/OR REUSE BY ANY PERSON UNDER CONTRACTOR'S DIRECTION OR CONTROL OF WASTE COLLECTED, TRANSPORTED OR LANDFILLED OR ANY CLEANUP ASSOCIATED WITH ENVIRONMENTAL CONTAMINATION, WHETHER SUCH CLEANUP IS OF AIR, SOIL, STRUCTURE, GROUND WATER OR SURFACE WATER CONTAMINATION. CONTRACTOR SPECIFICALLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA CAUSED BY ACTS OR OMISSIONS OF CONTRACTOR REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.

C. PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT AND THE DISCHARGE OF ALL OTHER

OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS AGREEMENT BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF CONTRACTOR IN PERFORMING UNDER THIS AGREEMENT.

D. RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS AGREEMENT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS CONTRACTS BETWEEN CITY AND CONTRACTOR.

18. INSURANCE REQUIREMENTS

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

1) Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

2) Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

3) Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

4) Certificates of Insurance. At or before the time of execution of this Agreement, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College Ave., San Angelo, Texas 76903.

5) Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

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

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

than those set forth below:

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

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

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

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

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

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

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

19. INDEPENDENT CONTRACTOR

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

20. NONDISCRIMINATION

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

21. AMENDMENTS

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

22. ASSIGNMENT

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

23. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

24. NOTICES

Communication and details concerning this Agreement shall be directed to the following representatives:

CITY
City of San Angelo
Attn: Allison Strube
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-4260

CONTRACTOR

Attn: _____

Phone: (____) ____-____

Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Agreement, notice must first be given City within six (6) months of the date Contractor alleges the breach occurred. Such notice shall be in accordance with and provide substantially the same information as required for notice of tort claims as specified in Article 1.500 of the City of San Angelo Code of Ordinances.

25. MISCELLANEOUS PROVISIONS

A. Remedies: In the event of default by Contractor under the Contract Documents, City shall have all rights and remedies afforded to it at law or in equity to enforce the terms of the Contract Documents; however, arbitration is not an available remedy to resolve any disputes arising under this Agreement unless City and Contractor mutually agree to such remedy in a separate written agreement. The exercise of any one right or remedy shall be without

prejudice to the enforcement of any other right or remedy allowed at law or in equity.

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

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

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

E. Venue: This Agreement, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to Work covered by this Agreement shall be in Tom Green County, Texas.

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

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

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

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

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

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

26. CONTINGENCY CLAUSE

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

27. ENTIRE CONTRACT

This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties

hereto.

28. REAFFIRMATION OF REPRESENTATIONS

Contractor hereby reaffirms all of the representations contained in RFB No.WU-10-15.

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

CONTRACTOR

By: _____
_____, _____

ATTEST:

By: _____
_____, _____

(SEAL)

CITY

City of San Angelo

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

(SEAL)

**AGREEMENT FOR CONSTRUCTION OF 2015 WATER UTILITIES TRENCH REPAIR
BETWEEN CITY OF SAN ANGELO & _____**

Approved as to Content:

Approved as to Form:

Bill Riley, Water Utilities Director

Theresa James, City Attorney

Approved as to Content:

Approved as to Insurance Requirements

Julia Antilley, Purchasing Manager

Charles Hagen, Interim Risk Manager

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4. GENERAL CONDITIONS

4.1. General

The conditions contained herein are generally applicable to the Work described. Contractor and City agree to interpret and enforce the terms and conditions contained within this section only insofar as they are applicable to the Work.

4.2. Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Agreement

The written agreement between the City and the Contractor covering the Work to be performed, including the Request for Bid, the Contractor's Bid, and the Bonds.

Architect

The "Architect" shall be the City or any individual, partnership, firm or corporation duly authorized by City to be responsible for the architectural aspects of the Work.

Award

The acceptance, by the City, of the successful Bidder's Bid.

Bid

The written offer of the Bidder setting forth the prices to perform the contemplated Work and furnish the necessary labor, Equipment, Materials and other incidentals necessary to perform the contemplated Work in accordance with the provisions of the Plans and Specifications.

Bidder

Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Bond(s)

The approved form(s) of security furnished by the Contractor and his/her surety in accordance with the terms set forth in the Bid and as may otherwise be requested of the Contractor in the Contract Documents.

Calendar Day

A "Calendar Day" is any day of the week or month, no days being excepted.

Change Order

A written order to the Contractor signed by the City covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

Contract Documents

The Agreement, Plans, Specifications, Drawings, and Field Changes, or any related addenda to the Agreement, Supplemental Agreement(s), Plans, Specifications, or Field Changes.

Contract Price

The total monies payable to the Contractor under the Contract Documents.

Contract Time

The number of calendar days or completion date stated in the Contract for the completion of the Work.

Contractor

The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work who act as directly or through lawful agents or employees to complete the Work.

Engineer

The "Engineer" shall be the City or any individual, partnership, firm or corporation duly authorized by the City to be responsible for the engineering aspects of the Work.

Equipment

All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Extra Work

An item of work not provided for in the Contract Documents as previously modified by Change Order or Supplemental Agreement, but which is found by the City to be necessary to complete the Work within the intended scope of the Contract Documents as previously modified.

Field Change

A Field Change may be issued in the form of:

- (a) A written amendment of the Contract Documents signed by both parties,
- (b) A Change Order,
- (c) A written clarification or interpretation issued by the City in accordance with Section 2.0.13, or
- (d) A written order for a minor change or alteration in the Work issued by the City pursuant to Section 2.0.19.

A Field Change may only be issued after execution of the Agreement.

Field Order

A written order issued by the City which clarifies or interprets the Contract Documents in accordance with Section 2.0.13 or minor changes in the Work in accordance with Section 2.0.19.

Materials

Any substance specified for use in the construction of the Work.

City

A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed. For this Agreement, the "City" is the City of San Angelo.

Partial Payment Estimate

A form detailing the amount of Work done to date and covering previous payments, retainage, etc. This estimate is usually issued on a monthly basis.

Plans

The official drawings or exact reproductions which show the location, character, dimensions and details of the Work to be done and which are to be considered as a part of the Contract Documents, supplementary to the Specifications.

Project

All duties and Work to be performed as provided in the Contract Documents.

Resident Project Representative

The "Resident Project Representative" shall be the City or any individual, partnership, firm or corporation duly authorized by the City who is assigned to the Project, or any part thereof, and who shall be responsible for observing the progress and quality of the Work, or any portion of the Work, on the behalf of the City.

Shop Drawings

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor which illustrate the Equipment, Material, or some portion of the Work.

Specifications

A part of the Contract Documents containing the written directions and requirements for completing the Work. Standards for specifying materials or testing which are cited in the Contract Documents by reference shall have the same force and effect as if included in the Contract Documents physically.

Subcontractor

An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Substantial Completion

The date as certified by the City, when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended.

Supplemental Agreement

A written agreement between the Contractor and the City covering (1) work that would increase or decrease the total amount of the Agreement as awarded or (2) work that is not within the scope of the Contract Documents.

Work

Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, Materials, Equipment, and other incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the Contract Documents.

Work Day

A "Work Day" is defined as a calendar day excluding Saturdays, Sundays, and legal holidays authorized in the list prepared for the City of San Angelo for use of its employees, in which weather or other conditions not under the control of the Contractor will permit the performance of the principal units of work underway for a continuous period of not less than 7 hours between 8:00 a.m. and 5:00 P.M.

Work Week

The "Work Week" shall consist of a period of seven (7) successive calendar days to begin and end as specified by the Contractor.

4.3. Notice to Proceed and the Preconstruction Conference

No work shall be performed until issuance of a written notice to proceed by the City. The Notice to Proceed shall be issued only upon completion of the Preconstruction Meeting and all related requirements as provided for in Section 2.5.1 are complete.

4.4. Ownership, Copies of Documents, and Record Documents

All Specifications, Plans, and copies thereof furnished by the City shall remain the property of the City. They shall not be used on another project.

The Contractor will keep one record copy of all Specifications, Plans, Field Changes, Shop Drawings, and any addenda thereto at the site in good order and annotated to show all changes made during the construction process. These shall be available to the City and shall be delivered to the City upon completion of the Project.

4.5. Cooperation Between Contractors

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. The Contractor will afford the other contractors who are parties to such direct contracts (or the City, if they performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs. If any part of the Contractor's Work depends upon the work of any such other contractor or the City for proper execution or results, the Contractor will inspect the work and promptly report any defects or deficiencies in writing to the City. Failure to make such a report shall constitute an acceptance of the other work as fit and proper for the Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.

The Contractor will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger

any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the City.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Agreement with City and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of the same project.

If the performance of additional work by other contractors or the City is not noted in the Contract Documents prior to the Award of the Agreement, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the City or others involves him in additional expense or entitles him to an extension of the Contract Time, Contractor may make a claim therefore as provided for herein.

4.6. Subcontracts

The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the City may have objection, nor will the Contractor be required to employ any Subcontractor against whom Contractor has objection.

The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The City may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done.

4.7. Patent Fees and Royalties

The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device which is the subject of patent right or copyrights held by others.

CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF ANY INFRINGEMENT OF SUCH RIGHTS DURING OR AFTER COMPLETION OF THE WORK, AND SHALL DEFEND ALL SUCH CLAIMS IN CONNECTION WITH ANY ALLEGED INFRINGEMENT OF SUCH RIGHTS.

4.8. Permits, Laws, Taxes, and Regulations

The Contractor will secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the prosecution of the Work. The Contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the Contractor observes that the Specifications or Plans are at variance therewith, Contractor will give prompt written notice thereof to the City and any necessary changes shall be adjusted by an appropriate Field Change. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, Contractor will bear all costs arising therefrom.

The Contractor will pay all sales, consumer, and other similar taxes required by the law of the place where the Work is to be performed, or of the place from which any portion of the Equipment or Materials is obtained.

4.9. Availability of Lands

The City will provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the City, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the City's furnishing these lands or providing such easements entitles him to an extension of the Contract Time, Contractor may make a claim therefore as provided herein. The Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and Equipment.

4.10. Use of Premises

The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and

shall not unreasonably encumber the premises with materials or equipment.

4.11. City's Status During Construction

All instructions of the City, or its duly appointed representative, to the Contractor shall be issued directly to the Contractor.

The City will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The efforts of the City will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents, but City will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of on-site observations, the City, or its duly appointed representative, will keep informed of the progress of the Work and will endeavor to guard it against defect and deficiencies.

The City will have authority to disapprove of or reject Work which is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test, or approval set forth herein. The City will also have authority to require special inspection or testing of the Work as provided herein, whether or not the Work is fabricated, installed, or completed.

Neither the City's authority to act under this subsection, nor any decision made by him in good faith, either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the City to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

4.12. City's Interpretations and Decisions

The City will issue with reasonable promptness such clarifications or interpretations (in the form of drawings or otherwise) as may be determined necessary for the proper execution of the Work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, Contractor may make a claim therefore as provided herein. The City will be the interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder.

4.13. Shop Drawings and Samples – not required for this solicitation

After checking and verifying all field measurements, the Contractor will submit five (5) copies of all Shop Drawings to the City. The Shop Drawings shall have been checked and stamped with the approval of the Contractor and otherwise identified as required by the City. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like. The Contractor will also submit to the City for his file, all samples required by the Contract Documents. All samples will have been checked and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which it is intended.

At the time of each submission, the Contractor will provide written notification to the City concerning any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents. The City will review the Shop Drawings and samples, but this review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

No Work requiring a Shop Drawing or sample submission shall be initiated until the submission has been delivered to the City. The review of Shop Drawings or samples by the City shall not relieve the Contractor from his responsibility for any deviations at the time of submission unless the City has given written approval to the specific deviation, nor shall any review or approval by the City, relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

4.14. Tests and Inspections Required by Law

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to be inspected, tested, or approved by someone other than the City, the Contractor will give prompt and timely notice of readiness to the City. The Contractor will furnish the required certificates of inspection, testing, or approval to the City. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required to be inspected, tested, or approved is covered up without written approval or consent of the City, it must be uncovered for observation at the Contractor's expense, if so directed by the City. The costs directly attributable to such uncovering, exposure, observation, inspection, testing, approvals and reconstruction shall be borne in full by the Contractor.

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

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

4.15. Contractor's Supervision and Superintendence

The Contractor will supervise and direct the Work efficiently and with his best skill and attention. Contractor will be solely responsible for the means, methods, techniques, safety, sequences, and procedures of construction. Before undertaking the Work, Contractor will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. Contractor will immediately file a written report to the City concerning any conflict, error, or discrepancy which Contractor may discover. The Contractor will be responsible for seeing that the finished Work complies accurately with the Contract Documents. The Contractor shall give constant attention to the Work to facilitate the progress thereof, and Contractor shall cooperate with the City and its authorized representatives, including, but not limited to, the Engineer, Resident Project Representative, inspectors, and with other Contractors in every way possible.

The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as his/her agent on the Work. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor, or his superintendent, shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the City or its authorized representative.

The Contractor will provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. Contractor will at all times maintain good discipline and order among his employees at the site.

4.16. Safety and Protection

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary safety precautions and will provide the necessary protection to prevent damage, injury, or loss to:

- (a) all employees on the Work and other persons who may be affected thereby,
- (b) all Work and all Materials or Equipment to be incorporated into the Work, whether in storage on or off the site, and
- (c) other property at the site or adjacent thereto, including but not limited to shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will erect and maintain all necessary safeguards as required by the conditions and progress of the Work, including posting danger signs and other warnings against hazards and promulgating safety regulations. Contractor will notify City of adjacent utilities, in writing, when prosecution of the Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury, or loss to any person or property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor. The Contractor shall comply with the requirements of the Occupational Safety Standards and any other applicable standards that may be set forth by federal, state, municipal, or any other governmental or regulatory agency.

The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. Contractor will give the City prompt written notice of any significant changes in the Work or deviations involved. If the Contractor believes that additional emergency work by him, which arose from causes beyond his control, entitles him to an increase in the Contract Price or an extension of the Contract Time Contractor may make a claim therefore as provided herein.

4.17. Access to the Work and Uncovering Finished Work

The City and his representatives will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

If any Work is covered contrary to the request of the City, it must be uncovered for observation and replaced at the Contractor's expense, if requested by the City.

Except as set forth in Section 2.0.15, if any Work has been covered which the City has not specifically requested to observe prior to its being covered, or if the City considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the City's request, will uncover, expose, or otherwise make available for observation, inspection or testing that portion of the Work in question. The Contractor will furnish all necessary labor, material, and equipment.

If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, testing, and professional services. An appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such Work is found not to be defective and meets the requirements of the Contract Documents, the Contractor may request and will be granted an increase in the Contract Price or extension of the Contract Time as compensation, but only for the amount or time directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.

4.18. Changes in the Work

Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work as may be necessary or desirable to complete the work originally intended in an acceptable manner. These alterations that are for work within the general scope of the Contract Documents shall be covered by Change Orders issued by the City. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents and as directed by the City. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made pursuant to Section 2.0.20 and 2.0.22 herein.

The City may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the City entitles him to an increase in the Contract Price, Contractor may make a claim.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided herein.

The City will execute any appropriate Change Order covering changes in the Work the City determines to be reasonably necessary.

4.19. Changes of Contract Price

The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be authorized by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his claim shall be made in writing and delivered to the City within 15 days of the occurrence of the event giving rise to the claim.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined by the City in one of the following ways:

- (a) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved.
- (b) By mutual acceptance of a lump sum.
- (c) By cost and a mutually acceptable fixed amount for overhead and profit, or

(d) If required by the City, the Contractor shall submit an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the approved overhead and profit shall be figured on the basis of the net increase, if any.

4.20. Extra Work

Should acceptable completion of the Work require the Contractor to perform an item of work for which no basis of payment has been provided in the original Contract Documents or previously issued Change Orders or supplemental agreements, then same shall be called "Extra Work". Extra Work that is within the general scope of the Contract shall be covered by written Change Order. Change Orders for such Extra work shall contain agreed unit prices for performing the Change Order work in accordance with the requirements specified in the Change Order, and shall contain any adjustment to the Contract Time that, in the City's opinion, is necessary for completion of such Extra Work.

Extra Work that is necessary for acceptable completion of the Project, but is not within the general scope of the Work covered by the original Contract Documents shall be covered by a "Supplemental Agreement". Any claim for payment of Extra Work that is not covered by written agreement (Change Order or Supplemental Agreement) shall be rejected by the City.

4.21. Unauthorized Work

WORK DONE CONTRARY TO THE INSTRUCTIONS OF THE OWNER, WORK DONE BEYOND THE LINES SHOWN OR AS GIVEN IN THE CONTRACT DOCUMENTS, OR ANY EXTRA WORK DONE WITHOUT AUTHORITY, WILL BE CONSIDERED AS UNAUTHORIZED AND WILL NOT BE PAID FOR UNDER THE PROVISIONS OF THE AGREEMENT. WORK SO DONE MAY BE ORDERED REMOVED OR REPLACED AT THE CONTRACTOR'S EXPENSE.

4.22. Neglected Work

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents and progress schedule, the City, after three (3) days written notice to the Contractor, may make good such deficiencies, and the cost thereof including compensation for additional professional services shall be charged against the Contractor. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents and including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the City.

4.23. Conformity with Contract Documents

All Work, Materials, and Equipment furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract Documents.

If the City finds the Materials or Equipment furnished, Work performed, or the finished product not within reasonably close conformity with the Contract Documents but that the portion of the Work affected will, in City's opinion, result in a finished product having an acceptable level of safety, economy, durability, and workmanship, the City shall determine, in its sole discretion, whether the affected Work will be accepted and remain in place. The City will determine the basis of acceptance and will provide for an adjustment in the Contract Price for the affected portion of the Work. The City's determination and recommended Contract Price adjustments will be based on good engineering judgment and such tests or retests as are, in City's opinion, needed. Changes in the Contract Price shall be covered by a Change Order or Supplemental Agreement as applicable.

If the City finds the Materials and Equipment furnished, Work performed, or the finished product are not in reasonably close conformity with the Contract Documents and have resulted in an unacceptable finished product, the affected Work, Materials or Equipment shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the City's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the Work in strict compliance with the requirements of the Contract Documents.

4.24. Change of Contract Time

The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the City within ten (10) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

Time limits stated in the Contract Documents are the essence of the Agreement. The provisions of this Section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either the Contractor or the City.

4.25. Warranty and Guarantee Regarding Defective Work

The Contractor warrants and guarantees to the City that all Materials or Equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, test, or approvals referred to herein. All unsatisfactory or faulty Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

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

Prior to the expiration of one (1) year after the date of Substantial Completion (or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents), if any Work is found to be defective, the Contractor will, promptly without cost to the City and in accordance with the City's written instruction, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor. In such case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor.

4.26. Waivers of Claims and Continuing Obligations

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the City, nor the issuance of a certificate of Substantial Completion, nor any payment by the City to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of faulty or defective Work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

The Acceptance of Final Payment by the Contractor shall constitute a waiver of all claims by the Contractor against the City other than those previously made in writing and still unsettled.

4.27. City's Right to Stop or Suspend Work

The City may order the Contractor to stop the Work, or any portion thereof, if the Work is defective, the Contractor fails to supply sufficient skilled workmen or suitable Materials or Equipment or to provide adequate supervision, or if the Contractor fails to make prompt payment to Subcontractors or for labor, Materials or Equipment or for any other similar cause when necessary to protect the integrity of the Work. The City may suspend the Work until the cause for the order has been eliminated. No additional Contract Time and no

increase in Contract Price will be awarded in this case.

The City may, at any time and without fault of the Contractor, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and the City shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension if Contractor makes a claim therefore as provided in Sections 2.0.20 and 2.0.22.

4.28. City's Right to Terminate

City may, by written notice, terminate this contract in whole or in part at any time, either for the City's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract shall be delivered to the City.

(a) If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(b) If the termination is due to failure to fulfill the contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

(c) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in subsection (a) of this clause.

(d) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

4.29. Contractor's Right to Stop Work or Terminate

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days, or the City fails to act as directed in the Contract Documents or fails to pay the Contractor any authorized amount, then the Contractor may, upon seven (7) days written notice to the City, terminate the Agreement and recover from the City payment for all Work executed, reasonable expenses and profit. In lieu of terminating the Agreement, if the City has acted in the aforesaid manner, the Contractor may upon seven (7) days notice to the City stop the Work until Contractor has been paid all amounts then due.

4.30. Assignment and Subletting

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

4.31. Abandonment by Contractor

In case the Contractor should abandon the Work and fail or refuse to resume the Work within ten (10) days after written notification from the City or if the Contractor fails to comply with the orders of the City, when such orders are consistent with the Contract Documents, then, where performance and payment bonds exist, the Surety on the Bonds shall be notified in writing and directed to complete the Work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the Work any machinery, Equipment, tools, Materials, or supplies then on the job, but the same, together with any Materials and Equipment under contract for the Work, may be held for use on the Work by the City or the Surety on the performance and payment bonds, or another Contractor in completion of the Work, and the Contractor shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided in this Agreement), it being understood that the use of such Equipment and Materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement. Where there is no performance and payment bond provided or in case the Surety should fail to commence compliance with the notice for completion provided for, within ten (10) days after service of such notice, the City may provide for completion of the Work in either of the following elective manners:

(a) The City may employ such labor and use such Equipment, tools, Materials, and supplies as the City

deems necessary to complete the Work and charge the expense of such labor, machinery, Equipment, tools, Materials and supplies to the Contractor. The expense(s) so charged shall be deducted and paid by the City out of such moneys as may be due, or that may thereafter become due by virtue of this Agreement. In case such expense is less than the sum which would have been due had the Work been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement, then the Contractor or his Surety shall pay the amount of such excess to the City;

or

(b) The City may let the Agreement for the completion of the Work under substantially the same terms and conditions provided for in this Agreement. In case of any increase in cost to the City under the new agreement, such increase shall be charged to the Contractor and the Surety. However, should the cost to complete be less, the Contractor and his Surety shall be credited with the difference. When the Work shall have been Substantially Completed a complete itemized statement of the contract amounts certified to by the City, shall be prepared, and delivered to the Contractor and his Surety, whereupon the Contractor or his Surety shall pay the balance due if any within fifteen (15) days of the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than the Contract Price; or when the Contractor or his Surety shall pay the balance shown to be due by them to the City, then all machinery, Equipment, tools, Materials or supplies left on the site of the Work shall be turned over to the Contractor or his Surety. Should the cost to complete the Work exceed the Contract Price, and the Contractor or his Surety fail to pay the amount due the City within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the site of the Work, notice, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and his Surety. Such property shall be held at the risk of the Contractor and his Surety. After fifteen (15) days from the date of said notice, the City may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials, or supplies, which remain on the Work and belong to persons other than the Contractor or his Surety, to their proper City.

4.32. Abandonment by City

In case the City shall fail to comply with the terms of this Agreement, and should fail or refuse to comply with said terms after the expiration of ten (10) days of receipt of written notification, the Contractor may suspend or wholly abandon the Work, and may remove there from all machinery, tools, and equipment, and all materials that have not been included in payments to the Contractor and have not been wrought into the Work. Thereupon, the City shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all Work actually completed (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed Work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this Agreement, and a reasonable sum to cover the cost of any provisions made by the Contractor to carry the whole Work to completion and which cannot be utilized. The City shall then make final statement of the balance due by deducting from the above estimate all previous payments, and all other sums that may be retained by the City. City shall pay on or before thirty (30) days after the date of notification the balance shown by said final statement as due.

4.33. Worker's Compensation Insurance Requirements

Definitions

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

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person/s work on the Project has been completed and accepted by the City. Persons providing services on the Project ("Subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractor, Subcontractors, leasing companies, motor carriers, City-operators, employees of any such entity, or employees of any entity which

furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering Equipment or Materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

4.33.1. Workers' Compensation Insurance Coverage

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, meeting the statutory requirements of Texas Workers' Compensation Act, Title 5 Subchapter A of the Texas Labor Code for all employees of the Contractor providing services on the Project, for the duration of the Project.

A. The Contractor must provide a certificate of coverage to the City prior to issuance of Notice to Proceed.

B. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

C. The Contractor shall obtain from each person or entity providing services on a Project, and provide to the City:

(1) a certificate of coverage, prior to that person beginning work on the Project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

D. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

E. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

F. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

G. By providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

H. The Contractor's failure to comply with any of these provisions is a breach of contract which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach.

4.33.2. Failure to Maintain Adequate Insurance Coverage

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

In the event that City learns that Contractor has failed to maintain any of the insurance coverages required herein such failure to maintain required coverage shall be taken into account in determining whether Contractor is a responsible bidder for purposes of future proposals made on projects let by City. The foregoing remedies shall be in addition to and not in lieu of any other remedies available at law or in equity to City.

4.34. Contract Measurement and Payment

4.34.1. Quantities and Measurements

No extra or customary measurements of any kind will be allowed, but only the actual measured or computed length, area, solid contents, number, and weight shall be considered, unless otherwise specifically provided.

4.34.2. Estimated Quantities

The Contract Documents are intended to show clearly all Work to be done and Material and Equipment to be furnished hereunder. Where the evaluation quantities are shown for the various classes of the Work, they are to be used only as a basis for comparing the proposals offered for the Work. It is understood and agreed that the actual amount of the Work to be done and Material and Equipment to be furnished under this Agreement will not be reflected by these evaluation quantities. The basis for payment shall be for the actual amount of the Work done and the Material and Equipment furnished. Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, or anticipated profits on account of any differences which may be found between the quantities of the Work actually done, the Material and Equipment actually furnished under this Agreement and the evaluation quantities provided.

4.34.3. Price of Work

In consideration of the furnishing of all the necessary labor, Equipment, and Material, and the completion of all Work by the Contractor, and on the completion of all Work and of the delivery of all Material and Equipment embraced in this Agreement in full conformity with the Specifications and stipulations contained within the Contract Documents, the City agrees to pay the Contractor the prices set forth in the Bid hereto attached, which has been made a part of this Agreement. The Contractor hereby agrees to receive such prices in full for furnishing all Material, Equipment and all labor required for the aforesaid Work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement and the Contract Documents. The unit prices provided in the Bid shall be the actual unit price for each item when considering the cost of providing all labor, material, equipment, resources, and profit to be recovered by the Contractor for such Work and without consideration of association with any other item of Work.

4.34.4. Partial Payment Estimates

The Contractor shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

4.34.5. Deadline

On or before the 10th day of each month the Contractor shall prepare a statement showing as completely as practicable the total value of the Work done by the Contractor up to and including the last day of the preceding month. The statement shall be deemed complete and received once all corrections to the Work required by City, if any, have been made. The City shall submit a recommendation for approval upon completion of all corrections. Failure by the City to note corrections prior to payment does not constitute acceptance of the Work nor waive any remedy provided for in the Contract Documents or under law.

4.34.6. Payment

The City shall pay the total amount of the Contractor's Payment Request within thirty (30) days upon receipt of a valid payment request.

4.34.7. Warranty of Title

The Contractor warrants and guarantees that clear ownership title to all Work, Materials, and Equipment covered by a Partial Payment Estimate, whether incorporated in the Project or not, will have passed to the City prior to making the Partial Payment Estimate free and clear of all liens, claims, security interests, and encumbrances (hereinafter in these General Conditions referred to as "Liens"); and that no Work, Materials, or Equipment covered by a Partial Payment Estimate will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Partial payment retainage by the City shall be at the maximum rate prescribed by the laws, rules, or regulations established by the State of Texas and shall in no case exceed five percent (5%). See Contract Measurement and Payment, Section 2.2 for specific payment methods.

4.34.8. Approval of Payments

The Partial Pay Estimate shall be based on on-site observations of the Work in progress, and shall verify that the Work has progressed to the point indicated; that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent test called for in the Contract Documents and any qualifications stated in the approval); and that the Contractor is entitled to payment of the amount approved. However, by such payment, the City shall not thereby be deemed to have represented that City made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that City has reviewed the means, methods, techniques, sequences, and procedures of construction or that City has made any examination to ascertain how or for what purpose the Contractor has used the moneys paid or to be paid to him on account of the Contract Price.

The City may nullify any such payment previously requested to such extent as may be necessary to provide protection from loss because:

- (a) the Work is defective, neglected, or omitted,
- (b) claims have been filed or there is reasonable evidence indicating the probable filing thereof,
- (c) the Contract Price has been reduced because of Change Orders or Field Changes,
- (d) the City has been required to correct defective Work or complete neglected Work.
- (e) unsatisfactory prosecution of the Work, including failure to clean up as required herein.
- (f) material installation has not been tested as required by the terms of the Contract Documents.

4.34.9. Substantial Completion

Prior to final payment, the Contractor may provide the City with written certification that the entire Project is substantially complete and request that the City issue a certificate of Substantial Completion. Within a reasonable time thereafter, the City and Contractor will make an inspection of the Project to determine the status of completion.

If the City does not consider the Project substantially complete, the Contractor will be notified in writing of the reasons.

If the City does consider the Project substantially complete, City will prepare a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between the City and the Contractor for maintenance, etc. Attached to the certificate, there shall be a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time.

The City shall have the right to exclude the Contractor from the Project after the date of Substantial Completion, but the City will allow the Contractor reasonable access to complete or correct items on the tentative list.

4.34.10. Partial Utilization

Prior to final payment, the City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work of such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

If such prior use increases the cost or delays the Work, the Contractor may request in writing, in accordance with the process set forth in these General Conditions, an increase in the Contract Price or extension of the Contract Time, or both as the City may determine to be reasonable.

4.34.11. Final Payment

Upon written notice from the Contractor that the Project is complete, the City and the Contractor will make a final inspection and the City will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

After the Contractor has completed any such corrections to the satisfaction of the City and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, Contractor may request final payment. The final estimate shall be accompanied by such supporting data as the labor and services performed and the material and equipment furnished. In lieu thereof and as approved by the City, the Contractor may furnish receipts or releases in full, including an affidavit of the Contractor showing that releases and receipts for all labor, services, Material, and Equipment for which a Lien could be connected with the Work have been paid or otherwise satisfied; and showing consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the City in an amount sufficient to cover any Lien.

If, on the basis of observation and review of the Work during construction and the final inspection, the City is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents the City will issue written approval and the final estimate will be processed for payment. Otherwise, the City will indicate in writing his reasons for refusing to issue payment of the final estimate.

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, the City shall make payment of the balance due for that portion of the Work fully completed and accepted if the remaining balance for Work not fully completed or corrected is less than the retainage, and, if Bonds have been furnished in accordance with the Contract Documents, the written consent of the surety to the payment of the balance due shall be submitted to the City. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4.34.12. Payments Withheld

The City may, on account of subsequently discovered evidence, withhold or nullify payment to such extent as may be necessary for protection from loss on account of:

- (a) Defective Work not remedied.
- (b) Claims filed or reasonable evidence that the filing of a claim is likely.
- (c) Failure of the Contractor to make payments properly to sub-contractors for Material, Equipment or labor.
- (d) Damage to another Contractor.
- (e) Failure to carry out testing of material installation, if required.

When the above grounds are removed, or the Contractor provides a Surety bond satisfactory to the City, which will protect the City in the amount withheld, payment shall be made.

4.34.13. Delayed Payments

Should the City fail to make payment to the Contractor of the sum named in any statement when

payment is due, or should the City fail to issue any statement on or before the date required, then the City shall pay to the Contractor, in addition to the sum shown as due by such statement, interest at the rate of six (6%) percent per annum until fully paid. Payment of interest on the amount owed shall fully liquidate any injury to the Contractor growing out of such delay in payment. The right is expressly reserved to the Contractor in the event payments are not promptly made to treat the Agreement as abandoned and recover compensation unless such payments are withheld as otherwise authorized in the Contract Documents.

4.35. Project Requirements

4.35.1. Line and Grade

Lines and grades for construction are as directed in the Contract Documents. Any questions, alterations, or adjustments must be directed through the City.

4.35.2. Working Day

Work on the site shall be done only during the Work Day, except for emergencies or as otherwise approved by the City. This Agreement is established with the intent that no Work shall be permitted on weekends or legal holidays except in cases of extreme emergency and then only with the written permission of the City.

After Hours Inspection Costs. Work performed outside of the standard Work Day hours of the City, 8:00 a.m. to 5:00 P.M., will require the permission of the City. The Contractor agrees to pay \$25.00 per hour for overtime inspection services when work is performed outside the standard Work Day with a minimum of \$50.00 per occurrence to compensate City for after hour inspection costs.

Weekend or Holiday Inspection Costs. Contractor agrees to compensate City \$25.00 per hour with a minimum of \$100.00 per daily occurrence against the next payment application for costs associated with after hour inspection services when Work is performed on a weekend or holiday.

4.36. Character of Employees

The Contractor agrees to employ only orderly and competent employees, skillful in the performance of the type of Work required under this Agreement, to do the Work; and agrees that whenever the City shall inform the Contractor in writing that any employee or employees are, in its opinion, incompetent or disorderly, such employee or employees shall be discharged from the Work and shall not again be employed on the Work without the written consent of the City.

4.37. Physical and Subsurface Conditions

The Contractor will promptly notify the City in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The City will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the City will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the City finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

4.38. Reference Points

The City will establish such general reference points as will enable the Contractor to proceed with the Work. The Contractor will be responsible for the layout of the Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the City. Contractor will report to the City whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will replace and accurately relocate all reference points so lost, destroyed, or moved. All utilities shown on drawings are schematic only. The Contractor is solely responsible for verification of existence and location of all utilities within the Project site prior to construction.

4.39. Materials

4.39.1. Materials and Equipment

The Contractor shall furnish and pay for all labor, Materials, Equipment, tools, transportation, construction equipment, fuel, power, light, heat, telephone, water, sanitary facilities, and all other incidentals required to complete the Work in accordance with the Contract Documents. All Materials and Equipment used in the construction of the Work shall conform fully to the Contract Documents and be approved by the City. Any Materials or Equipment placed before approval of the City shall be removed, if directed by the City, and replaced with approved Materials or Equipment, at the expense of the Contractor.

If required the Contractor will furnish satisfactory evidence as to the kind and quality of Materials and Equipment to be used. If authorized by City, the Contractor may use a substitute that is equal to any Material or Equipment specified. No substitute shall be ordered or installed without the written approval of the City.

All Materials and Equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise specifically provided in the Contract Documents. The Contractor shall provide start-up services for all major equipment.

4.39.2. Right of the City to Modify Equipment and/or Methods

If at any time the methods or Equipment used by the Contractor are found to be inadequate to secure the quality of Work or the rate of progress required under this Agreement, or the working force of the Contractor is inadequate for securing the progress herein specified, the City may order the Contractor in writing to improve their character and efficiency, or to increase force or Equipment or both, and the Contractor shall comply with such order. Such authority of the City, however, is for the sole benefit of the City in order to secure completion in conformity with this Agreement. It shall remain the sole duty and responsibility of the Contractor to take adequate precautions in his operation for the safety of persons and property. No failure of the City to notify the Contractor of deficient or negligent methods or Equipment shall excuse or relieve the Contractor of sole liability for damage to the property or improvements of the City by reason of his neglect or omission.

4.39.3. City Furnished Materials

The Contractor shall furnish all Materials required to complete the Work, except those specified herein (if any) to be furnished by the City. City-furnished Materials shall be made available to the Contractor at the location specified in the Contract Documents. All costs of handling, transportation from the specified location to the site of Work, storage, and installing City furnished Materials shall be included in the unit price bid for the contract item in which such City-furnished Material is used.

After any City furnished Material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such City furnished Material. The City will deduct from any monies due or to become due the Contractor any cost incurred by the City in making good such loss due to the Contractor's handling, storage, or use of City-furnished Materials.

4.39.4. Material Storage

Materials shall be so stored as to assure the preservation of their quality and fitness for the Work. When considered necessary by the City, Materials shall be placed on wooden platforms or other hard, clean, and dry surfaces and not in contact with the ground, and shall be placed under cover. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the City or its Resident Project Representative. Materials to be stored on the site of the Work shall not create an obstruction to the public, nor shall they interfere with the free and unobstructed movement of vehicular traffic

associated with the site. The storage of the Materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the City or its representative. Private property shall not be used for storage purposes without written permission of the City. The Contractor shall make all arrangements and bear all expenses for the storage of Materials on private property.

All storage sites shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to by the City.

4.39.5. Sources of Supply and Quality of Materials

The source of supply of each of the Materials shall be approved by the City before delivery is started and may be sampled and tested to determine compliance with the specifications before delivery is started. If it is found that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor shall furnish Materials from other approved sources. Only Materials conforming to the requirements of the Contract Documents and approved by the City shall be used in the Work. No material which after approval has in any way become unfit for use shall be incorporated in the Work.

Throughout the specifications where reference is made to ASTM, AASHTO, or bulletins of the Texas Department of Transportation for the quality of Materials or sampling and testing, the latest standard, tentative standard, or bulletin issued prior to the date of the proposal shall govern.

4.39.6. Samples and Tests

All Materials shall be inspected, tested, and approved by the City, and any Work in which Materials are used without prior test and approval may be ordered removed and replaced at the Contractor's expense. The Contractor shall furnish a complete written statement of the origin, composition, and manufacture of any or all Materials that are to be used in the Work.

4.39.7. Defective Materials

All Materials not conforming to the requirements of the Contract Documents will be rejected and shall be removed immediately from the site of the Work. Rejected Materials in which the defects have been subsequently corrected, shall have the status of new Material. Upon failure on the part of the Contractor to comply with the provisions of this item, the City will have authority to remove and replace defective Material and to deduct the cost of removal and replacement from any payment due or to become due to the Contractor.

4.40. Project Meetings

4.40.1. Pre-construction Meeting

Prior to the commencement of Work at the site, a pre-construction conference will be held with the City at a mutually agreed upon time and location. The conference shall be attended by:

- Contractor and his superintendent
- Principal Subcontractors
- Representatives of principal suppliers and manufacturers as appropriate
- Representatives of City
- Others as requested by the Contractor or the City

Unless previously submitted to the City, the Contractor shall bring to the conference each of the following:

- Material Sources
- Materials Test Results and Certification
- List of Equipment to be Utilized
- Description of Procedures and Work Crews

The agenda will include:

- Contractor's tentative schedules
- Critical Work sequencing
- Transmittal, review, and distribution of Contactor's submittals
- Field decisions and Change Orders
- Use of premises, office and storage areas, security, housekeeping, and City's needs
- Major equipment deliveries and priorities
- Maintaining record documents
- Processing applications for payment
- Contractor's assignments for safety and first aid

The sequence of operations to be followed shall be prepared by the Contractor for approval by the City. The sequence shall meet the job requirements for Completion Time and shall conform to the requirements set forth in the Contract Documents.

4.41. Progress Meetings

The Contractor shall schedule and hold regular progress meetings at least monthly and at other times as requested by the City or required by progress of the Work. The Contractor, the City, and all Subcontractors active on the site shall be represented at each meeting. The Contractor may, at his discretion, request attendance by representatives of his suppliers, manufacturers, and other Subcontractors.

The Contractor shall preside at the meetings and provide for keeping of the minutes and provide the City with a copy of the minutes. The purpose of the meetings will be to prepare statements of payment, review the progress of the Work, maintain coordination of efforts, discuss changes in procedures and personnel, and resolve problems.

4.42. Construction Administration

4.42.1. Notices to City and Authorities

The Contractor shall notify City of adjacent property and utilities in writing and sufficiently in advance when prosecution of the Work may affect them. When it is necessary to temporarily deny access by City or tenants to their property, or when any utility service connection must be interrupted, the Contractor shall give notices in writing and sufficiently in advance to enable the affected persons to provide for their needs. Notices will conform to any applicable local ordinance, shall be provided in writing, and will include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

4.42.2. Notification of Street Closing

Where the Contractor has cause to close a street or thoroughfare for purposes of construction, the City shall be provided reasonable advance notice, in writing, prior to such actions for approval and coordination with appropriate agencies.

4.42.3. Detours and Barricading

The Contractor shall be responsible for providing barricading for all work areas during the construction of this Project. Unless provided by City in the Technical Specifications contained within the contract documents, the Contractor shall prepare and submit a barricading plan to the City for City's approval. City's approval shall be for routing and for length of time of barricading only. Plans shall be prepared by a Professional Engineer, Registered in the State of Texas, and show all necessary barricades, signs, etc., required to provide a safe work site. Plans shall be based on the recommendations in the Manual of Uniform Traffic Control Devices for control of traffic in a construction area. It shall be the total responsibility of Contractor to maintain the barricades, lights, signs, and all other items involved in the detouring of traffic.

Contractor shall provide appropriate barricades for use at night, and shall maintain all lighted barricades for the duration of the project. Contractor shall designate an employee who will be responsible for the maintenance of the barricades and lighting system on a twenty four (24) hour basis, and shall provide a phone number where the responsible party can be reached on a twenty four (24) hour basis.

4.42.4. Convenience to Traffic

When the Agreement requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of the Work, the Contractor shall keep such road, street, or highway open to all traffic as provided herein and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag persons, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets, or highway.

The Contractor shall make his own estimate of all labor, Materials, Equipment, and incidentals necessary for providing the maintenance of vehicular traffic as specified in this subsection. The cost of maintaining vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

One-half of the traveled portions of the road must be open to traffic at all times unless otherwise approved by the City. Work that will require less than one day to complete shall not be performed on major or collector streets between 7:00 a.m. to 9:00 a.m., 4:00 P.M. to 6:00 P.M., or other peak congestion periods as determined by the City.

4.42.5. Unfavorable Construction Conditions

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

4.42.6. Cleaning Up

The Contractor shall keep the premises free at all times from accumulations of waste materials, rubbish, and other debris resulting from the Work. The Contractor will restore to their original or better condition those portions of the site not designated for alteration by the Contract Documents.

The Contractor shall provide adequate trash receptacles about the work site, and shall promptly empty the containers when filled. Construction materials, such as concrete forms and scaffolding shall be neatly stacked by the Contractor when not in use. The Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.

Volatile wastes shall be properly stored in approved containers and removed daily. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local, state, and federal laws. Adequate cleanup will be condition for recommendation of progress payment applications.

Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall remove from and about the site all machinery, equipment, tools, surplus and discarded and waste materials, debris, rubbish, temporary structures, and stumps or portions of

trees. Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition, ready for occupancy by the City.

4.42.7. Restoration of Work Site

In the event that a work site is closed, the Contractor shall immediately commence operations to restore the Work site to its proper conditions; such work to be completed within twenty-four (24) hours. In the event such restoration is not done, the City shall be authorized to take charge of the Work and restore the premises to its proper condition and shall be entitled to recover from the Contractor the actual expenses incurred by the City in restoring the premises, including, but not limited to, cost of labor, materials, overhead, rental of any equipment used by the City in restoring the site, and attorney's fees for such purposes.

4.42.8. Site Administration

The Contractor shall be responsible for all areas of the work site, and all Subcontractors in the performance of the Work. The Contractor will exert full control over the actions of all employees and other persons with respect to the use and reservation of property and existing facilities, except such controls as may be specifically reserved to City or others. The Contractor has the right to exclude from the site all persons who have no purpose related to the Work or its inspection, and may require all persons on the site (except the City's employees) to observe the same regulations as Contractor requires of his employees.

4.42.9. Load Restrictions

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

4.43. Applicable Codes

References in the Contract Documents to local codes mean codes used, required, or adopted by the City of San Angelo, Texas, the State of Texas or the federal government.

4.44. Misc. Provisions/Conditions

4.44.1. Site Completion Time

Each permit shall be completed within 21 calendar days after notification by the City to the Contractor. The City will notify the Contractor of the work sites between 8:00 a.m. and 5:00 p.m. on a work day. The Contractor shall place "Contractor" barricades in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) barricading standards and remove City barricades within the work day the notification is given to the Contractor. All non-emergency trenches shall be backfilled within 48 hours of the notice. If final paving is not completed within 72 hours of notice, temporary asphalt shall be put in place.

For items 32-40, Completion Time will be agreed upon by City and Contractor prior to the commencement of work performed for those bid items.

4.44.2. Emergency Repairs

The City will notify the Contractor of "Emergency Repair Work", often referred to as "Emergency Backfill", at any time between 8:00 a.m. and 5:00 p.m. on a work day. The Contractor shall place "Contractor" barricades on the site in compliance with the applicable barricading standards and initialize trench backfill within four (4) hours of the notice. The Contractor will complete Emergency Repair Work to the satisfaction of the City within 48 hours of the notice, unless otherwise approved by the City. If final paving is not completed within 72 hours of notice, temporary asphalt shall be put in place. The City will provide compensation to the Contractor for mobilization in responding to an "Emergency Repair" per each occurrence at the rate provided in the Contract. Mobilization shall include all equipment, materials, manpower, and other resources required to 1) secure the present site to

the satisfaction of the City providing for public safety and convenience and 2) relocate crews, equipment and materials to the "Emergency Repair" site.



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

5. Technical Specifications

The specifications documents contained in the sealed Technical Specifications, entitled *2015 Utility Trench Repair Contract* are part of this Request for Bid and the Performance Agreement Form.

No Bid Reply Form

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

By providing us this information, we hope to tailor future solicitation announcements to better match your business/service offerings.

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

PLEASE PRINT

We wish to **Remain On ()**
Deleted From () the list of bidders for the City of San Angelo.

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

- () 1. We are not interested in selling through the bid process.
- () 2. We are unable to prepare the bid form in time to meet the due date.
- () 3. We do not wish to bid under the terms and conditions of this 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 _____

Thank you for your assistance!



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6. BID FORMS

6.1. Copies

Please submit one (1) bound original in a 3-ring binder and three (3) unbound copies of all required Bid forms.

6.2. Required Bid Forms/Documents

- Conflict of Interest
- Debarment and Suspension Certification
- Addendum Acknowledgement
- Letter of Interest with IRS form W-9
- Contractor References
- Contractor's Safety Record
- List of Subcontractors and Suppliers
- Bid Pricing
- Bid Bond (5% of Base Bid Amount)

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Conflict of Interest - Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete to comply with this law, are available at the Texas Ethics Commission website at [http://www.ethics.state.tx.us/whasnew/conflict forms.htm](http://www.ethics.state.tx.us/whasnew/conflict%20forms.htm).

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

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



Julia Antilley
Purchasing Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 05/20/15)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

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

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

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

Executive Director: Roland Peña



Debarment & Suspension Instructions

1. By signing and submitting this proposal, the prospective bidder is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective bidder shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective bidder to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective bidder knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective bidder shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "bidder," "person," "primary covered transaction," "principal," "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 bidder 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 bidder 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 bidder in a covered transaction may rely upon a certification of a prospective bidder in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A bidder may decide the method and frequency by which it determines the ineligibility of its principals. Each bidder may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a bidder in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



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

Debarment and Suspension Certification

- (1) The prospective primary bidder 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 bidder is unable to certify to any of the statements in this certification, such prospective primary bidder shall attach an explanation to this proposal.

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

MUST BE RETURNED WITH BID



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

Addendum 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 _____
Addendum No. 4 dated _____	Received _____

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

MUST BE RETURNED WITH BID



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

Contact Information

Company: _____
Signature: _____ Title: _____
Printed Name: _____ Date: _____
Address: _____
City: _____ State/Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

ATTACH IRS FORM W-9

Please disclose the Bonding Company/Companies from whom you will obtain the following bonds if selected to perform the desired work in this solicitation:

Performance Bonding Company: _____

Payment Bonding Company: _____

MUST BE RETURNED WITH BID



Contractor References (City)

Company Name: _____

List five (5) projects of similar scope and size, listing projects within 150 miles of San Angelo listed first. All projects must have been completed within the past five (5) years.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

MUST BE RETURNED WITH BID



Contractor's Safety Record

I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five (5) years, as obtained from your insurance agent.

2014 _____ 2011 _____
 2013 _____ 2010 _____
 2012 _____

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

	2014	2013	2012	2011	2010
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

MUST BE RETURNED WITH BID

List of Subcontractors and Suppliers

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

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

(OVER)

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Percentages should total to 100%

MUST BE RETURNED WITH BID

Bid Pricing

Notice to Contractors

An Excel bid worksheet is also available for downloading as a separate file from the City's webpage. The Excel document should be turned in electronically on a USB Flash Drive as well as printed for the official bid submission.

All bidders are responsible for verifying if any addendums have been issued prior to submitting a bid. Furthermore all bidders must agree that the prices(s) quoted in their bid reflects all changes or modifications created by all addendum(s). Bidders are highly encouraged to visit our website at www.cosatx.us prior to submitting their bid.

1. www.cosatx.us
2. Bid Information
3. RFB: WU-10-15/Trench Repair

A signed paper copy is required along with the RFB packages.

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BID EVALUATION FORM
2015-2016 Utility Trench Repair Contract
City of San Angelo Department of Water Utilities

Bid Item No.	Description	Units	Bid Evaluation Quantity Total Trench Volume (cf)				Total Quantity	Unit Bid Price	Bid Subtotals
			v > 200	100 < v <= 200	25 < v <= 100	v <= 25			
			(a)	(b)	(c)	(d)			
1	Removal of Temporary Backfill	c.f.	2,500	1,000	500	200	-	-	-
2	Bedding Material	c.f.	15,000	7,500	1,000	500	-	-	-
3	Provide Flexible Base for Backfill	c.f.	100,000	20,000	5,000	500	-	-	-
4	Placement and Compaction of Trench Backfill	c.f.	110,000	20,000	5,000	500	-	-	-
5	Removal of Sacrificial Flexible Base	s.f.	25,000	6,000	1,500	500	-	-	-
6	Placement of Temporary Asphalt	s.f.	30,000	10,000	5,000	2,000	-	-	-
7	Hot Mix Asphaltic Concrete Pavement	s.f.	4,500	1,500	750	500	-	-	-
8	Hot Mix - Cold Laid Asphaltic Concrete Pavement	s.f.	45,000	15,000	5,000	1,500	-	-	-
9	Concrete Cap	s.f.	500	300	200	100	-	-	-
10	Rigid Pavement	s.f.	6,000	1,000	750	300	-	-	-
11	Provide & Place 6" Top Soil	s.f.	1,000	500	300	200	-	-	-
12	Excavation	c.f.	30,000	10,000	5,000	1,000	-	-	-
			(h)	(i)	(j)	(k)			
Adjustment Factor			1.00						
Factored Bid Items: (Multiply the quantities provided in the columns above by the appropriate adjustment factor.)									
			(l)=(a)x(h)	(m)=(b)x(i)	(n)=(c)x(j)	(o)=(d)x(k)	Sum (l)...(o)	Unit Bid Price	(e) x (f)
1	Removal of Temporary Backfill	c.f.	2,500	Error	Error	Error	2,500		\$0.00
2	Bedding Material	c.f.	15,000	Error	Error	Error	15,000		\$0.00
3	Provide Flexible Base for Backfill	c.f.	100,000	Error	Error	Error	100,000		\$0.00
4	Placement and Compaction of Trench Backfill	c.f.	110,000	Error	Error	Error	110,000		\$0.00
5	Removal of Sacrificial Flexible Base	s.f.	25,000	Error	Error	Error	25,000		\$0.00
6	Placement of Temporary Asphalt	s.f.	30,000	Error	Error	Error	30,000		\$0.00
7	Hot Mix Asphaltic Concrete Pavement	s.f.	4,500	Error	Error	Error	4,500		\$0.00
8	Hot Mix - Cold Laid Asphaltic Concrete Pavement	s.f.	45,000	Error	Error	Error	45,000		\$0.00
9	Concrete Cap	s.f.	500	Error	Error	Error	500		\$0.00
10	Rigid Pavement	s.f.	6,000	Error	Error	Error	6,000		\$0.00
11	Provide & Place 6" Top Soil	s.f.	1,000	Error	Error	Error	1,000		\$0.00
12	Excavation	c.f.	30,000	Error	Error	Error	30,000		\$0.00
Non-Factored Bid Items									
13	Curb, Gutter, or Combined Curb & Gutter	l.f.	-	-	-	-	200		\$0.00
14	Concrete Pad	ea.	-	-	-	-	125		\$0.00
15	Hourly Rate for Site Cleanup	hr.	-	-	-	-	75		\$0.00
16	Trench Spoil Removal	c.f.	-	-	-	-	125,000		\$0.00
17	Emergency Repair Mobilization Fee	ea.	-	-	-	-	150		\$0.00
18	Hot Mix - No Backfill - 200 s.f. or less	s.f.	-	-	-	-	7,500		\$0.00
19	Hot Mix - No Backfill - 201 s.f. or more	s.f.	-	-	-	-	12,500		\$0.00
20	Rigid Pavement - No Backfill - 200 s.f. or less	s.f.	-	-	-	-	2,500		\$0.00
21	Rigid Pavement - No Backfill - 201 s.f. or more	s.f.	-	-	-	-	2,500		\$0.00
22	Rigid Pavement Removal	s.f.	-	-	-	-	3,000		\$0.00
23	Concrete Cap and Removal	s.f.	-	-	-	-	500		\$0.00
24	Saw Cut Asphaltic Pavement	l.f.	-	-	-	-	25,000		\$0.00

25	Saw Cut Concrete Pavement	l.f.	-	-	-	-	1,750		\$0.00
26	Trench Safety	l.f.	-	-	-	-	500		\$0.00
27	Paint Fire Hydrants	ea.	-	-	-	-	0		\$0.00
28	Install New Fire Hydrant Assembly	ea.	-	-	-	-	10		\$0.00
29	Adjusting Manhole to Grade	ea.	-	-	-	-	15		\$0.00
30	Adjusting Cleanout to Grade	ea.	-	-	-	-	15		\$0.00
31	Adjusting Valve Stand to Grade	ea.	-	-	-	-	15		\$0.00
32	1" Water Service Tap on 8" Water Main	ea.	-	-	-	-	15		\$0.00
33	4" Sewer Service Tap on 8" Sewer Main	ea.	-	-	-	-	15		\$0.00
34	8" Water Main Extension	l.f.	-	-	-	-	500		\$0.00
35	8" Gravity Sewer Main Extension	l.f.	-	-	-	-	500		\$0.00
36	Manhole Installation (0' - 5')	ea.	-	-	-	-	15		\$0.00
37	Manhole Installation (5' - 10')	ea.	-	-	-	-	15		\$0.00
Projected Contract Valuation:									\$0.00

An excel worksheet of the Bid Evaluation Form is available at <http://www.cosatx.us> (under the Purchasing Department's Bid Information Section)
 Electronic versions of the worksheet will not be accepted without hardcopy and will be rejected as invalid. Electronic versions should be submitted via USB for price comparison by department in addition to hardcopy.

Bid Evaluation Signature Page

(Seal if Bidder is Corporation)

 Company Name

 Signature

 Printed Name

 Title

 Address

 City, State Zip Code

**Bid Pricing
Utility Trench Repair 2015**

_____, 20____

To: The Mayor and City Council
City of San Angelo
San Angelo, Texas

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

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words shall govern.

BASE BID

1 Utility Trench Repair
LS

_____ Dollars and _____ Cents

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.

Performance and Payment Bonds will be required based on the Total Base Bid above.

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

Liquidated Damages

Bidder understands that should the work not be complete the work at the work site within the required time, the City may, may access a **\$50.00** per consecutive calendar day as liquated damages until work at the site is complete.

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

MUST BE RETURNED WITH BID

