

\$50.00/Per Set

**CITY OF SAN ANGELO
REQUEST FOR BIDS**

ENGINEERING DIVISION

**MLK Transportation Enhancement/Infrastructure
Improvement Project**

RFB No. ES-03-16



Submittal Deadline
August 30, 2016, 2:00 P.M.



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

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CITY OF SAN ANGELO
PURCHASING DIVISION
72 W. College Ave., San Angelo, Texas 76903
325-657-4219
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1. REQUEST FOR BID

1.0. Scope of Work

Martin Luther King (MLK) Drive Transportation Enhancement/ Infrastructure Rehabilitation Project is partially funded through federal grant monies, therefore the lowest bidder must adhere to all applicable federal requirements. The project has combined the City of San Angelo's capital improvement road funds, water and waste water funding, and the grant to develop a project that has sidewalk, trail, pedestrian, curb and gutter, road, water and waste water aspects. The primary focus location of the project is along the MLK area and right of way.

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

Base Bid Items:

- Sidewalk along the west side of MLK from Loop 306 at 7th St. to 29th St.
- Aged water infrastructure replacement which includes main line, fire hydrant, service taps and lateral line connections on MLK from 7th to 29th
- Aged wastewater infrastructure replacement of main line, service taps, manholes and lateral connections on MLK from 7th to 29th
- Road surfacing by means of mill and overlay on MLK from 7th to 16th
- Road reconstruction from 17th to 29th
- Curb and gutter from 17th to 29th
- Traffic signals with pedestrian implements at 19th and 29th
- Trail modifications in RIO Concho Park C & D along Rio Concho Dr, near the Concho drive from approximately Roosevelt St. to Bell St.
- Bike lanes and signage on MLK
- Bike lanes and signage in other areas of town provided by the City of San Angelo

Additive Alternate 1: The City of San Angelo is to retain ownership of the millings delivered by the contractor to a City designated stockpile location within 5 miles from the project location.

1.1. Document, Plans and Specifications Availability

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

Bid documents, plans, and specifications may be obtained at the Purchasing Division, Suite 330, City Hall at a cost of \$50.00 per set. No refunds will be made and no partial sets will be issued.

1.2. Digital Format

If Respondents obtained the Bid specifications in digital format in order to prepare a bid, the ***Bid must be submitted in hard copy*** according to the instructions contained in this publication. If, in its Bid response, Respondents 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.

1.3. Pre-Bid Conference

A non-mandatory pre-bid conference will be held August 18, 2016 at 2:00pm in the second floor conference room of City Hall, located at 72 W. College Ave.

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 review the insurance and indemnification requirements with your insurance agent **prior** to submitting your Bid.

1.5. Delivery of Bid

Sealed bids must be addressed to the Purchasing Division-ES-03-16, Suite 330, City of San Angelo, 72 West



CITY OF SAN ANGELO
PURCHASING DIVISION
72 W. College Ave., San Angelo, Texas 76903
325-657-4219
Sapurch@cosatx.us

College Avenue, San Angelo, Texas 76903, and will be received until **2:00 P.M., Central Daylight time (local time), August 30, 2016**. Bids will be opened and publicly read aloud immediately following in the second floor conference room.

Mark Envelope: "RFB NO. ES-03-16 / MLK Transportation Enhancement Project"

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. Copies

Submit five (5) unbound originals, one (1) bound copy of all submission forms and one (1) copy in PDF format on USB Drive.

1.7. Qualification Statement

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

1.8. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to the Purchasing Division in writing. Replies will be issued by Addenda and posted on the City of San Angelo 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.

1.9. Bid Withdrawal

No Bid may be withdrawn within a period of 90 days after the date fixed for opening. Bids may be modified or withdrawn by contacting the Purchasing Division 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.

1.10. 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.

Bids will be rejected if:

- The Bid is not received by the Bid Opening Deadline.
- The Bid is not executed by a person authorized to enter into a contract for the company.
- The Respondent is debarred or suspended from working on federal or other government projects.
- The Bid Guarantee (Bid Bond) is not submitted or is not in the name of company submitting a Bid.

1.11. Confidentiality

All Bids submitted shall remain confidential. After award and contract execution, bids will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the bid unless clearly identified as such.

1.12. Equal Opportunity Employers

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

1.13. Disadvantaged Business Enterprises (DBE)

The DBE goal for this project is 6.0% a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it does not meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.



1.14. Points of Contact

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

Lance Overstreet, Project Engineer
Engineering Services Division
City of San Angelo
72 W. College Ave.
San Angelo Texas, 76903

2. INSTRUCTIONS

2.1. No Bid Instructions

To submit a No Bid, complete the No Bid Reply form contained in this packet. **Firms that do not respond will be removed from the bidders list.**

2.2. Restrictions on Communication

Respondents should not communicate with: 1) elected City officials and their staff regarding the RFB or Bids from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFB and/or Bid submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s bid from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning operations;
2. Private (non-business) contacts with the City by the Bidder’s employees acting in their personal capacity;
3. Casual social contacts that do not include mention of this RFB;
4. Respondents may submit written questions concerning this RFB to the Staff Contact Person listed below until **seven (7) days prior to submission due date**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Julia Antilley, Purchasing Division Manager
Email: sapurch@cosatx.us

Please ensure the RFB Number and Title is in the Subject Line.

Suppliers must submit their questions using the following format.

- Supplier’s name, requester, and appropriate contact information
 - Clearly state the question
 - Include specific reference to the applicable Request for Bid section(s)
5. Communications at the Pre-Bid conference.
 6. Questions, if answered, will be posted in the form of an Addendum to the City’s website at www.cosatx.us. Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.



7. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
8. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Communications may resume as usual after the Council date.

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

2.3. Bid Form

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

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to 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 Owner, evidence of the authority of the person signing shall be furnished.

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

The Respondent is not required to acknowledge receipt of Addenda but shall include all addenda in Respondent'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 Respondent. Failure to consider all Addenda's prior to submitting a bid shall be at the risk of the Offeror.

2.4. Selection Process

The city will evaluate and rank the bids based on price.

2.5. Bid Security

Each bid must be accompanied by a Security Bond, Certified or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the Owner in the sum of not less than five percent (5%) of the total amount of the bid. The security bond must be executed by a surety meeting the requirements set forth in the General Conditions and in the name of the prime contractor. The bond shall be made payable without condition to the City of San Angelo, Texas. Bid security must be in the name of the company submitting the bid. Bid securities will be deposited within 24-hours of bid submission and a new check from the City will be issued to unsuccessful Bidders within thirty (30) business days of the City Council award of bid.

2.6. Security Forfeiture

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

2.7. Return of Security

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



2.8. Certificate of Interested Parties (Form 1295)

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

Filing Process:

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

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

2.9. Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or the selected Respondent in connection with the Work shall be paid by the Respondent. The Bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax.

2.10. Examination of Contract Documents

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

2.11. Familiarization with the Type of Work

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

2.12. Site Investigation

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

2.13. Soils Testing Specifications

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

2.14. Subcontractors and Suppliers

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



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

2.15.1. Subcontractor Qualification

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

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

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

If the apparent low Respondent declines to make any such substitution, the contract shall not be awarded to such Respondent, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Additional requirements for subcontractors are contained within the General Conditions, of this document.

The failure of the Owner to make any such objection prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person, or organization. Such acceptance a Subcontractor, person or organization shall not: (1) constitute a waiver of any right of the Owner to reject defective Work, Material, or Equipment, or Work, Material, or Equipment not in conformance with the requirements of the Contract Documents; or (2) constitute a waiver of Contractor's complete and total liability for any defective Work, Material, or Equipment, or Work Material or Equipment not in conformance with the requirements of the Contract Documents whether or not provided by or performed by any such Subcontractor.

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

2.15.2. Suppliers

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

2.15. Copies of Contract Documents

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

2.16. Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Respondent shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected Respondent may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Respondent to supply the required bonds within fifteen (15) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons



determined adequate by the Owner, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the Security Guarantee.

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

2.17. Waiver of Performance and Payment Bonds

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

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

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

2.18. Quantities are Approximate

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

2.19. Employment Requirements and Wage Rates

2.20.1. General

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

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

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

2.20.2. Records

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

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

2.20.3. Penalty

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

2.20.4. Hours of Labor

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

2.20.5. Veterans Preference

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



2.20.6. Prevailing Wage and Hour Decision

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

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

If 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.
3. The City of San Angelo, Engineering Division is responsible for the administration and enforcement of this project funding.
4. Certified, original payrolls covering a seven (7) day period (seven consecutive days) must be submitted within five (5) days after a pay period ends. The forms are available online at <https://www.dol.gov/whd/forms/wh347.pdf>. Each form must be certified and signed and mailed to:

Mr. Lance Overstreet
Engineering Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903

5. The General Contractor must review all payrolls prior to submission and certify that all persons employed on the project (including those employed by subcontractors) have been paid the prevailing wage rate as prescribed by the Wage Decision.
6. The City staff will conduct on-site labor interviews to ensure proper wages are paid.

Attached below is the latest Prevailing Wage and Hour Decision from TxDOT. 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.



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 PURCHASING DIVISION
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The wage rates listed are those predetermined by the Secretary of Labor and State Statute to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. **IMPORTANT NOTICE FOR STATE PROJECTS;** only the controlling wage rate zone applies to the contract. Effective 4-8-2018.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/8/18	ZONE TX08 1/8/18	ZONE TX11 1/8/18	ZONE TX12 1/8/18	ZONE TX14 1/8/18	ZONE TX18 1/8/18	ZONE TX18 1/8/18	ZONE TX34 1/8/18	ZONE TX36 1/8/18	ZONE TX37 1/8/18	ZONE TX38 1/8/18	ZONE TX40 1/8/18	ZONE TX41 1/8/18	ZONE TX54 1/8/18	ZONE TX68 1/8/18	ZONE TX83 1/8/18
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88	\$15.72	\$15.58	\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87	\$14.05	\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21	\$11.65	\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	\$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08	\$11.99		\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85	\$12.64	\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38	\$12.64	\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator				\$16.05		\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator				\$14.67					\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less				\$18.22		\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85	\$17.27		\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	\$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				\$20.52		\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62	\$14.26		\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator				\$20.32		\$17.24										
1139	Electrician	\$20.96		\$19.87	\$19.80		\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	\$19.87
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67	\$17.19		\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52	\$17.04		\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	\$13.52
1150	Flagger	\$9.30	\$9.10	\$8.50	\$10.28	\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03	\$8.81	\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	\$13.93
1360	Foundation Drill Operator, Crawler Mounted				\$17.99					\$17.99							\$17.43
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05	\$21.51		\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	\$22.05
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40	\$13.85		\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33	\$14.96		\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	\$13.02
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	\$12.90

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE
		TX07 1/8/18	TX08 1/8/18	TX11 1/8/18	TX12 1/8/18	TX14 1/8/18	TX16 1/8/18	TX18 1/8/18	TX18 1/8/18	TX34 1/8/18	TX36 1/8/18	TX37 1/8/18	TX38 1/8/18	TX40 1/8/18	TX41 1/8/18	TX64 1/8/18	TX68 1/8/18
1187	Mechanic	\$20.14	\$15.47	\$17.47	\$17.74	\$17.00	\$17.10			\$17.68	\$18.94	\$18.58	\$17.00	\$16.61	\$18.46	\$16.96	\$17.47
1380	Milling Machine Operator	\$15.54	\$14.64	\$12.22	\$14.29		\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	\$12.80
1390	Motor Grader Operator, Fine Grade	\$17.49	\$16.52	\$16.88	\$17.12	\$18.37	\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83	\$16.20	\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12	\$16.85	\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08	\$12.26		\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures					\$21.29	\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10
1443	Percussion or Rotary Drill Operator																
1202	Filedriver															\$14.95	
1205	Pipelay		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41
1612	Truck Driver Transit-Mix				\$14.14					\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75	\$13.04	\$11.61	\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	\$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95	\$12.95		\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50	\$13.42		\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	\$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02		\$14.86		\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70	\$11.57	\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	\$11.76

Notes:

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

The titles and descriptions for the classifications listed here are further detailed in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas*. AGC will make it available on its Web site for any contractor.



3. FEDERAL PROVISIONS (FEDERALLY FUNDED PROJECTS ONLY)

The vendor must certify to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. **Vendors are certifying by reference the entire list of FTA FY 2011 Certifications and Assurances, and shall download the same at: <http://www.gpo.gov/fdsys/pkg/FR-2010-11-02/pdf/2010-27563.pdf>.**

A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interest

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preference- Use of United States-Flag Vessels

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

F. Energy Conservation

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. No Obligation by the Federal Government

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

H. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges



that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

I. Contract Work Hours

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

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

(4) **Subcontracts** -The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration



of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C.

§2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity**- The following equal employment opportunity requirements apply:

(a) Race, Color, Creed, National Origin, Sex- In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities and to comply with any implementing requirements FTA may issue.

K. Altoona Test Certification (for rolling stock purchases):

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any



transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the Federal Government to Terminate

Upon written notice, the VENDOR agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.

O. Disputes, Breaches, Defaults, or other Litigation

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

P. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in



accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Q. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals

and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology



Accessibility Standards," 36 C.F.R. Part 1194;(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

REQUIRED CLAUSES FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) 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.

B. Clean Water & Air

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

REQUIRED CERTIFICATIONS FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Buy America

The vendor or offeror must certify it will comply with the requirements of 49 USC 5323U) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or the vendor or offeror cannot comply with the requirements 49 USC 5323U), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

B. Non-Lobbying

The vendor or offeror must certify to the best of his or her knowledge and belief that:

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



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amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

SPECIAL PROJECT TYPE PROVISIONS -the following addenda are attached and endorsed as appropriate:

A. Construction or Architectural & Engineering Projects

4. ADDITIONAL ATTACHMENTS

- Technical Specifications and Index - prepared by KSA
- Sealed Drawings - prepared by KSA



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5. BID FORMS

Submit five (5) unbound originals, one (1) bound copy of all bid submission forms and one (1) copy in PDF format on USB Drive in the order listed below:

1. Bid Summary Form
2. Bid Bond (attach to bid packet)
3. Bid Submission Cover Sheet
4. Bid Submission
5. Addendum Acknowledgement
6. Contractor Contact Information Form
7. IRS Form W-9 (attach to bid packet)
8. Conflict of Interest Questionnaire
9. Debarment and Suspension Certification
10. Buy American Certificate
11. Contractor References
12. Contractor's Safety Record
13. Vendor Compliance with Reciprocity On Non-Resident Bidders
14. Certification of Non-Segregated Facilities
15. Contractor's List of Proposed Subcontractors & Suppliers
16. Consolidated Certification Form
17. Consolidated Certification Form- Addendum A - Construction and A & E Projects
18. Certification of Interest in Other Bid Proposals for this Work
19. Conflict of Interest Certification
20. No Bid Reply
21. Draft Contract



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Bid Summary Form

MLK Transportation Enhancement/RFB No: ES-03-16

BID SUMMARY

<u>Description</u>	<u>Each Item</u>
Base Bid	\$ _____
Additive Alternate	\$ _____
Total Base + Alternate	\$ _____

END OF BID SUMMARY FORM



Bid Submission Cover Sheet
City Of San Angelo, Texas
RFB No: ES-03-16/MLK Transportation Enhancement

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 he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this bid to execute a Contract 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:

Note: Funding availability will be considered in selecting the bid submission to be awarded.

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in "units" shall govern.

The bid item "Contingency for Change Order Items" is included for additional work that may be performed. The total unit cost for this line item may not be paid in full. The Contractor shall submit change order request within the Contract to the Owner consistent with the Contract Documents. Generally, change order request will be funded by the Contingency for Change Order Items line item. The Contractor shall include the cost for this item in the "Total Base Bid".

Contractor agrees to substantially complete the work within 18 months ("Contract Time") after the date the work commences as established by the Notice to Proceed. Contractor further agrees that approval from beginning work on the project will not be given and that work will not start until all required bonds and insurance certificated specified in the bid documents have been received and approved by the City.

No bid may be withdrawn for a period of 90 days following the deadline for bid opening.

Contingency

If the above BASE BID includes a Contract Construction Contingency, this is a lump sum amount from which changes are to be paid only as approved by the City. Any funds not used will be deducted from the awarded contract amount.

Quantities

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.

Notice of Award

Upon receipt of the written "Notice of Award", the bidder will execute the agreement within fifteen (15) days and deliver all required performance and payment bonds. The bid security attached is to become the property of City in the event the contract is not executed as set forth in the contract documents liquidated damages for the delay and additional expense caused thereby.

Notice to Proceed

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within 18 months after the date the work commences as established by the Notice to Proceed. Contractor further agrees that approval from beginning work on the project will not be given and that work will not start until all required bonds and insurance certificated specified in the bid documents have been received and approved by the City.

Liquidated Damages

Bidder further agrees to pay as liquidated damages the sum of **\$1020.00** for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved Change Order.



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Reservations

Bidder understands the City/Agent reserves the right to reject any irregular bid 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. The City also reserves the right to award this bid by line or in whole.

Having carefully examined the Specifications, Plans, Addenda to the Plans and Specifications, as well as the premises and all the conditions affecting the work, including the availability of materials, and labor, the undersigned proposes to furnish all labor, materials and equipment necessary to complete the entire work in accordance with this Request For Bid. I certify that the prices indicated on the bid submission were derived independently.

(Seal if Bidder is a Corporation)

_____ **Business Name**

_____ **Business Address**

_____ **City State & Sip Code**

_____ **Signature of Authorized Representative**

_____ **Printed Name and Title of Authorized Representative**

_____ **Date**

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

Fill in the applicable information:

A Corporation, chartered in the State of _____ authorized to do business in the State of Texas.

A Partnership, composed of _____ and _____ and _____.

An Individual, operating under the name of: _____

A Joint Venture - attach a statement reflecting the full name and address of Joint Venture and names and addresses of co-venturers. Identify firm to be responsible for contract administration.

END OF BID FORM



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Bid Submission

**Martin Luther King Dr. Reconstruction
 City of San Angelo
 SAN.058**

Item No. 1: Mobilization, Temporary Access and Erosion/Sedimentation Control Measures

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
1.01	1	LS	TxDOT 500	Mobilization _____ dollars and _____ cents per lump sum	\$ _____	\$ _____
1.02	18	Mo	TxDOT 502	Barricades, Signs, and Traffic Handling _____ dollars and _____ cents per month	\$ _____	\$ _____
1.03	12	Mo	TxDOT 506	Storm Water Management _____ dollars and _____ cents per month	\$ _____	\$ _____

Subtotal

Item No. 1: Mobilization, Temporary Access and Erosion/Sedimentation Control Measures

\$ _____

Item No. 2: Utilities - Sanitary Sewer

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
2.01	7,924	LF	02731	By-pass pumping		



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				dollars and _____	\$ _____	\$ _____
				cents per linear foot		
2.02	972	LF	02731	Replace 6" Sanitary Sewer with 6" SDR PVC Pipe (All Depths)		

				dollars and _____	\$ _____	\$ _____
				cents per linear foot		
2.03	6,952	LF	02731	Replace 8" Sanitary Sewer with 8" SDR 26 PVC Pipe (All Depths)		

				dollars and _____	\$ _____	\$ _____
				cents per linear foot		
2.04	4	EA	02731	Furnish and Install 6" Sanitary Service Connections (Including Clean-Out, Pipe, Couplers - Complete in Place)		

				dollars and _____	\$ _____	\$ _____
				cents per each		
2.05	17	EA	02731	Furnish and Install 8" Sanitary Service Connections (Including Clean-Out, Pipe, Couplers - Complete in Place)		

				dollars and _____	\$ _____	\$ _____
				cents per each		
2.06	46	EA	02610	Install/Replace Manholes		



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				dollars and _____	\$ _____	\$ _____
				cents per each		
2.07	250	LF	02731	Labor, Materials and Equipment to Perform Wellpointing (Remove Water in the Trench)		
				dollars and _____	\$ _____	\$ _____
				cents per linear foot		
2.08	345	LF	TxDOT 402	Furnish, Install, Maintain and Remove Trench Safety for Depths Greater than 5'		
				dollars and _____	\$ _____	\$ _____
				cents per linear foot		

Subtotal

Item No. 2: Utilities - Sanitary Sewer

\$ _____

Item No. 3: Utilities - Water

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
3.01	406	EA	02665	2" Schedule 40 Water Main (Including Class C Embedment Material, Related Fittings, Tracer Wire - Complete in Placet)		
				dollars and _____	\$ _____	\$ _____
				cents per each		



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3.02	2,033	EA	02665	6" C-900 DR 18 PVC Water Main (Including Class C Embedment Material, Related Fittings, Tracer Wire - Complete in Place) _____ dollars and _____ cents per each	\$ _____	\$ _____
3.03	1,710	EA	02665	8" C-900 DR 18 PVC Water Main (Including Class C Embedment Material, Related Fittings, Tracer Wire - Complete in Place) _____ dollars and _____ cents per each	\$ _____	\$ _____
3.04	100	EA	02665	12" C-900 DR 18 PVC Water Main (Including Class C Embedment Material, Related Fittings, Tracer Wire - Complete in Place) _____ dollars and _____ cents per each	\$ _____	\$ _____
3.05	1	EA	02669	2" Gate Valve and Box _____ dollars and _____ cents per each	\$ _____	\$ _____
3.06	14	EA	02669	6" Gate Valve and Box _____ dollars		



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				and _____ cents per each	\$ _____	\$ _____
3.07	8	EA	02669	8" Gate Valve and Box _____ dollars and _____ cents per each	\$ _____	\$ _____
3.08	2	EA	02669	12" Gate Valve and Box _____ dollars and _____ cents per each	\$ _____	\$ _____
3.09	7	EA	02665	Fire Hydrant Connection _____ dollars and _____ cents per each	\$ _____	\$ _____
3.10	10	EA	02665	Water Meter Connection _____ dollars and _____ cents per each	\$ _____	\$ _____
3.11	100	EA	02665	12" C-900 PVC Casing Pipe _____ dollars and _____ cents per each	\$ _____	\$ _____
3.12	40	EA	02665	16" C-900 PVC Casing Pipe _____ dollars and _____ cents	\$ _____	\$ _____



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				per each		
3.13	20	EA	02665	20" C-900 PVC Casing Pipe		

				dollars and	\$ _____	\$ _____

				cents per each		

Subtotal
Item No.3: Utilities - Water \$ _____

Item No. 4: Street Rehabilitation

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
4.01	20,844	SY	TxDOT 105	Remove and Dispose of Existing Asphalt Pavement		

				dollars and	\$ _____	\$ _____

				cents per square yard		
4.02	25,862	SY	TxDOT 105	Remove and Dispose of Existing Flexible Base		

				dollars and	\$ _____	\$ _____

				cents per square yard		
4.03	122	CY	TxDOT 110	Unclassified Excavation		

				dollars and	\$ _____	\$ _____

				cents per cubic yard		
4.04	127	CY	TxDOT 134	Embankment		

				dollars		



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				and _____	\$ _____	\$ _____
				cents per cubic yard		
4.05	25,862	SY	TxDOT 260	8" Lime Stabilized Subgrade _____ dollars and _____ cents per square yard	\$ _____	\$ _____
4.06	654	TON	TxDOT 260	Hydrated Lime (7%) for Subgrade _____ dollars and _____ cents per ton	\$ _____	\$ _____
4.07	25,862	SY	TxDOT 247	Flex Base (CMP IN PLC) (TY A GR-1) (10") _____ dollars and _____ cents per square yard	\$ _____	\$ _____
4.08	4,500	Ton	TxDOT 340	2" HMAC Type D, PG 64- 22 Asphalt _____ dollars and _____ cents per ton	\$ _____	\$ _____
4.09	15,311	SY	TxDOT 354	Planing and Texturing (Mill Asphalt Pavement 3"-4") _____ dollars and _____ cents per square yard	\$ _____	\$ _____
4.10	8,423	LF	TxDOT 529	Concrete Curb and Gutter _____ dollars		



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				and _____	\$ _____	\$ _____
				cents per linear foot		
4.11	801	LF	TxDOT 529	Concrete Valley Gutter _____		
				dollars and _____	\$ _____	\$ _____
				cents per linear foot		
4.12	1,984	SY	TxDOT 530	Driveway Reconnections _____		
				dollars and _____	\$ _____	\$ _____
				cents per square yard		
4.13	12,485	LF	TxDOT 666	Refl Pav Mrk TY 1 (Y)4"(SLD)(090MIL) _____		
				dollars and _____	\$ _____	\$ _____
				cents per linear foot		
4.14	193	LF	TxDOT 666	Refl Pav Mrk TY I (W)4"(SLD)(090MIL) _____		
				dollars and _____	\$ _____	\$ _____
				cents per linear foot		
4.15	1,131	LF	TxDOT 666	Refl Pav Mrk TY I (W)12"(SLD)(090MIL) _____		
				dollars and _____	\$ _____	\$ _____
				cents per linear foot		
4.16	280	LF	TxDOT 666	Refl Pav Mrk TY I (W)24"(SLD)(090MIL) _____		
				dollars		



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				and _____	\$ _____	\$ _____
				cents per linear foot		
4.17	256	EA	TxDOT 672	ReflectORIZED Pavement Markers Ty II-A-A _____		
				dollars and _____	\$ _____	\$ _____
				cents per each		
4.18	433	SF	TxDOT 636	Aluminum Signs (TY A) _____		
				dollars and _____	\$ _____	\$ _____
				cents per square foot		
4.19	52	EA	TxDOT 644	IN SM RD SUP&AM TY 10BWG _____		
				dollars and _____	\$ _____	\$ _____
				cents per each		
4.20	6,249	GAL	TxDOT 310	Prime Coat (AE-P) _____		
				dollars and _____	\$ _____	\$ _____
				cents per gallon		
4.21	8,335	GAL	TxDOT 316	Asphalt (AC-20XP) _____		
				dollars and _____	\$ _____	\$ _____
				cents per gallon		
4.22	245	CY	TxDOT 316	Aggregate (Type A, Grade 3) _____		
				dollars		



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				and _____	\$ _____	\$ _____
				cents per cubic yard		
4.23	1,355	SY	TxDOT 360	Concrete Pavement and Intersection Fillets _____	\$ _____	\$ _____
				dollars and _____		
				cents per square yard		
4.24	1	AC	02936	Seeding _____	\$ _____	\$ _____
				dollars and _____		
				cents per acre		

Subtotal
Item No.4: Street Rehabilitation \$ _____

Item No. 5: TEP Grant Pedestrian Facilities

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
5.01	1,120	SY	TxDOT 104	Removing Conc (Sidewalk) _____	\$ _____	\$ _____
				dollars and _____		
				cents per square yard		
5.02	53	LF	TxDOT 104	Removing Conc (Curbs) _____	\$ _____	\$ _____
				dollars and _____		
				cents per linear foot		



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5.03	3,909	LF	TxDOT 104	Removing Conc (MOW Strip) dollars and cents per linear foot	\$ _____	\$ _____
5.04	730	CY	TxDOT 110	Excavation (Roadway) dollars and cents per cubic yard	\$ _____	\$ _____
5.05	760	CY	TxDOT 132	Embankment (Final)(Ord Comp)(TY A) dollars and cents per cubic yard	\$ _____	\$ _____
5.06	12	CY	TxDOT 420	CL A Conc (Flume) dollars and cents per cubic yard	\$ _____	\$ _____
5.07	2	CY	TxDOT 420	CL A Conc (Misc) dollars and cents per cubic yard	\$ _____	\$ _____
5.08	2,149	LB	TxDOT 442	STR Steel (Misc Non-Bridge) dollars and cents per pound	\$ _____	\$ _____
5.09	150	LF	TxDOT 450	Rail (Handrail) (TY B)		



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				_____	dollars		
				_____	and	\$ _____	\$ _____
				_____	cents		
				_____	per linear foot		
5.10	89	LF	TxDOT 529	_____	Conc Curb (Mono) (TY II)		
				_____	dollars	\$ _____	\$ _____
				_____	and		
				_____	cents		
				_____	per linear foot		
5.11	4,467	SY	TxDOT 531	_____	Conc Sidewalks (5")		
				_____	dollars	\$ _____	\$ _____
				_____	and		
				_____	cents		
				_____	per square yard		
5.12	167	SY	TxDOT 531	_____	Conc Sidewalks (Special) (Type B) (5")		
				_____	dollars	\$ _____	\$ _____
				_____	and		
				_____	cents		
				_____	per square yard		
5.13	8	EA	TxDOT 531	_____	Curb Ramp (TY 1)		
				_____	dollars	\$ _____	\$ _____
				_____	and		
				_____	cents		
				_____	per each		
5.14	2	EA	TxDOT 531	_____	Curb Ramp (TY 2)		
				_____	dollars	\$ _____	\$ _____
				_____	and		
				_____	cents		
				_____	per each		
5.15	2	EA	TxDOT 531	_____	Curb Ramp (TY 3)		
				_____	dollars		



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				and _____	\$ _____	\$ _____
				cents per each		
5.16	48	EA	TxDOT 531	Curb Ramp (TY 7) _____		
				dollars and _____	\$ _____	\$ _____
				cents per each		
5.17	3	EA	TxDOT 531	Curb Ramp (TY 10) _____		
				dollars and _____	\$ _____	\$ _____
				cents per each		
5.18	532	SF	TxDOT 636	Aluminum Signs (TY A) _____		
				dollars and _____	\$ _____	\$ _____
				cents per square foot		
5.19	147	EA	TxDOT 644	IN SM RD SN SUP&AM TY 10BWG (1) SA (P) _____		
				dollars and _____	\$ _____	\$ _____
				cents per each		
5.20	2	EA	TxDOT 644	IN SM RD SN SUP&AM TY TWT (1) WS (P) _____		
				dollars and _____	\$ _____	\$ _____
				cents per each		
5.21	878	LF	TxDOT 666	Refl Pav Mrk TY I (W)4"(BRK)(090MIL) _____		
				dollars		



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				and _____	\$ _____	\$ _____
				cents per linear foot		
5.22	49,509	LF	TxDOT 666	Refl Pav Mrk TY I (W)4"(SLD)(090MIL)		
				_____	\$ _____	\$ _____
				dollars and		

				cents per linear foot		
5.23	99	LF	TxDOT 667	Refl Pav Mrk TY I (W)12"(SLD)(090MIL)		
				_____	\$ _____	\$ _____
				dollars and		

				cents per linear foot		
5.24	96	LF	TxDOT 666	Refl Pav Mrk TY I (W)24"(SLD)(090MIL)		
				_____	\$ _____	\$ _____
				dollars and		

				cents per linear foot		
5.25	105	LF	TxDOT 666	Refl Pav Mrk TY I (W)(ARROW)(090MIL)		
				_____	\$ _____	\$ _____
				dollars and		

				cents per linear foot		
5.26	101	LF	TxDOT 666	Refl Pav Mrk TY I (W)(BIKE SYM)(090MIL)		
				_____	\$ _____	\$ _____
				dollars and		

				cents per linear foot		
5.27	111	LF	TxDOT 666	Refl Pav Mrk TY I (W)(BIKE ARW)(090MIL)		

				dollars		



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				and _____	\$ _____	\$ _____
				cents per linear foot		
5.28	2,082	LF	TxDOT 666	Refl Pav Mrk TY I (Y)4"(BRK)(090MIL)		
				_____	\$ _____	\$ _____
				dollars and		

				cents per linear foot		
5.29	520	LF	TxDOT 666	Refl Pav Mrk TY I (Y)4"(SLD)(090MIL)		
				_____	\$ _____	\$ _____
				dollars and		

				cents per linear foot		
5.30	1,026	LF	TxDOT 666	Refl Pav Mrk TY II (Y)4"(BRK)		
				_____	\$ _____	\$ _____
				dollars and		

				cents per linear foot		
5.31	3	EA	TxDOT 644	Relocate Sign		
				_____	\$ _____	\$ _____
				dollars and		

				cents per each		
5.32	1	EA	TxDOT 628	Relocate Light Pole		
				_____	\$ _____	\$ _____
				dollars and		

				cents per each		

Subtotal

Item No. 5: TEP Grant Pedestrian Facilities

\$ _____



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Item No. 6: Traffic Signals

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
6.01	70	LF	TxDOT 416	DRILL SHAFT (TRF SIG POLE) (24 IN) dollars and cents per linear foot	\$ _____	\$ _____
6.02	79	LF	TxDOT 416	DRILL SHAFT (TRF SIG POLE) (30 IN) dollars and cents per linear foot	\$ _____	\$ _____
6.03	13	LF	TxDOT 416	DRILL SHAFT (TRF SIG POLE) (36 IN) dollars and cents per linear foot	\$ _____	\$ _____
6.04	410	LF	TxDOT 618	CONDT (PVC) (SCH 40) (2") dollars and cents per linear foot	\$ _____	\$ _____
6.05	380	LF	TxDOT 618	CONDT (PVC) (SCH 80) (2") (BORE) dollars and cents per linear foot	\$ _____	\$ _____



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6.06	20	LF	TxDOT 618	CONDT (PVC) (SCH 40) (3") dollars and cents per linear foot	\$ _____	\$ _____
6.07	70	LF	TxDOT 618	CONDT (PVC) (SCH 80) (3") (BORE) dollars and cents per linear foot	\$ _____	\$ _____
6.08	710	LF	TxDOT 620	ELEC CONDR (NO.8) INSULATED dollars and cents per linear foot	\$ _____	\$ _____
6.09	950	LF	TxDOT 620	ELEC CONDR (NO.6) BARE dollars and cents per linear foot	\$ _____	\$ _____
6.10	360	LF	TxDOT 620	ELEC CONDR (NO.6) INSULATED dollars and cents per linear foot	\$ _____	\$ _____
6.11	11	EA	TxDOT 624	GROUND BOX TY D (162922)W/APRON dollars and cents per each	\$ _____	\$ _____



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6.12	1	EA	TxDOT 628	ELC SRV TY T 120/240 000(NS)GS(L)TS(O) dollars and cents per each	\$ _____	\$ _____
6.13	1	LS	TxDOT 628	RELOC EX ELEC SERVICE dollars and cents per lump sum	\$ _____	\$ _____
6.14	169	SF	TxDOT 636	ALUMINUM SIGNS (TY A) dollars and cents per square foot	\$ _____	\$ _____
6.15	800	LF	TxDOT 666	REFL PAV MRK TY I (W)4"(BRK)(100MIL) dollars and cents per linear foot	\$ _____	\$ _____
6.16	600	LF	TxDOT 666	REFL PAV MRK TY I (W)4"(SLD)(100MIL) dollars and cents per linear foot	\$ _____	\$ _____
6.17	1,450	LF	TxDOT 666	REFL PAV MRK TY I (W)24"(SLD)(100MIL) dollars and cents per linear foot	\$ _____	\$ _____



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6.18	2,500	LF	TxDOT 666	REFL PAV MRK TY I (Y)4"(SLD)(100MIL) dollars and cents per linear foot	\$ _____	\$ _____
6.19	8	EA	TxDOT 666	REFL PAV MRK TY I (W)(ARROW)(100MIL) dollars and cents per each	\$ _____	\$ _____
6.20	2	EA	TxDOT 680	INSTALL HWY TRF SIG (ISOLATED) dollars and cents per each	\$ _____	\$ _____
6.21	2	EA	TxDOT 680	REMOVING TRAFFIC SIGNALS dollars and cents per each	\$ _____	\$ _____
6.22	18	EA	TxDOT 682	VEH SIG SEC (12")LED(GRN) dollars and cents per each	\$ _____	\$ _____
6.23	18	EA	TxDOT 682	VEH SIG SEC (12")LED(YEL) dollars and cents per each	\$ _____	\$ _____



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6.24	18	EA	TxDOT 682	VEH SIG SEC (12")LED(RED) _____ dollars and _____ cents per each	\$ _____	\$ _____
6.25	2	EA	TxDOT 682	VEH SIG SEC (12")LED(GRN ARW) _____ dollars and _____ cents per each	\$ _____	\$ _____
6.26	2	EA	TxDOT 682	VEH SIG SEC (12")LED(YEL ARW) _____ dollars and _____ cents per each	\$ _____	\$ _____
6.27	16	EA	TxDOT 682	PED SIG SEC (LED)(2 INDICATIONS) _____ dollars and _____ cents per each	\$ _____	\$ _____
6.28	16	EA	TxDOT 682	BACK PLATE (12")(3 SEC) _____ dollars and _____ cents per each	\$ _____	\$ _____
6.29	2	EA	TxDOT 682	BACK PLATE (12")(5 SEC) _____ dollars and _____ cents per each	\$ _____	\$ _____



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6.30	290	LF	TxDOT 684	TRF SIG CBL (TY A)(14 AWG)(2 CONDR) dollars and cents per linear foot	\$ _____	\$ _____
6.31	680	LF	TxDOT 684	TRF SIG CBL (TY A)(14 AWG)(16 CONDR) dollars and cents per linear foot	\$ _____	\$ _____
6.32	1	EA	TxDOT 686	INS TRF SIG PL AM(S)1 ARM(24')LUM dollars and cents per each	\$ _____	\$ _____
6.33	4	EA	TxDOT 686	INS TRF SIG PL AM(S)1 ARM(32') dollars and cents per each	\$ _____	\$ _____
6.34	2	EA	TxDOT 686	INS TRF SIG PL AM(S)1 ARM(32')LUM dollars and cents per each	\$ _____	\$ _____
6.35	1	EA	TxDOT 686	INS TRF SIG PL AM(S)1 ARM(36') dollars and cents	\$ _____	\$ _____



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				per each		
6.36	16	EA	TxDOT 688	PED DETECT PUSH BUTTON (APS) _____ dollars and _____ cents per each	\$ _____	\$ _____
6.37	15	EA	TxDOT 688	PEDESTRIAN PUSH BUTTON STATION ASSEMBLY _____ dollars and _____ cents per each	\$ _____	\$ _____
6.38	1	EA	TxDOT 690	INSTALL OF FND FOR GROUND MNT CABINETS _____ dollars and _____ cents per each	\$ _____	\$ _____
6.39	8	EA	TxDOT 690	OPTICOM MODEL 722 DETECTOR _____ dollars and _____ cents per each	\$ _____	\$ _____
6.40	680	LF	TxDOT 690	OPTICOM MODEL 138 DETECTOR CABLE _____ dollars and _____ cents per linear foot	\$ _____	\$ _____
6.41	2	EA	TxDOT 690	OPTICOM PHASE SELECTOR _____ dollars		



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				and _____	\$ _____	\$ _____
				cents per each		
6.42	2	EA	TxDOT 6002	VIVDS PROCESSOR SYSTEM _____ dollars and _____ cents per each	\$ _____	\$ _____
6.43	8	EA	TxDOT 6002	VIVDS CAMERA ASSEMBLY _____ dollars and _____ cents per each	\$ _____	\$ _____
6.44	680	LF	TxDOT 6002	VIVDS COMMUNICATION CABLE (COAXIAL) _____ dollars and _____ cents per linear foot	\$ _____	\$ _____

Subtotal
Item No. 6: Traffic Signals \$ _____

Additive Alternate Item No.1: Street Rehabilitation

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
A1.01	(20,844)	SY	DELETE	Delete Item 4.01 Remove and Dispose of Existing Ashpalt Pavement _____ dollars and _____ cents per square yard	\$ _____	\$ _____



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A1.02	20,844	SY	TxDOT 105	Remove and Stockpile Existing Asphalt Pavement at Location Designated By City (within 5 miles of project site)		
				dollars		
				and	\$ _____	\$ _____
				cents		
				per square yard		

Subtotal

Additive Alternate Item No.1: Street Rehabilitation

\$ _____

BID SUMMARY:

BASE BID TOTAL:

\$ _____

ADDITIVE ALTERNATE TOTAL:

\$ _____

BASE BID + ADDITIVE ALTERNATE TOTAL:

\$ _____

END OF BID FORM



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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 _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



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Contractor Contact Information Form

Company: _____

Address: _____

City: _____ State/Zip: _____

Phone: _____ Fax: _____

TAX ID No: (Attach IRS form W-9) _____

E-Mail: _____

Authorized Signature: _____ Date: _____



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Disclosure of Conflict of Interest

NOTICE TO VENDORS

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

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

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

A handwritten signature in blue ink, appearing to read "J. Kelly", positioned above the title "Purchasing Manager".

Purchasing Manager



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LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised May 2016)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

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

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

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

Executive Director: Roland Peña



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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> 	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>	



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

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

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

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

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

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

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.



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Debarment and Suspension Certification

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



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Buy American Certificate

By submitting a bid under this solicitation, except for those items listed by the Bidder below or on a separate and clearly identified attachment to this bid, the Bidder certifies that steel and each manufactured product, are produced in the United States, as defined in the Request for Bid (Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Bidders may obtain from the owner a listing of articles, materials, and supplies excepted from this provision.

Product	Country of Origin



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Contractor References

References: Name five (5) projects of similar work, giving owner's name, owner's representative's name, project architect's name, and telephone numbers for each. References must be provided for owners of similar size and scope as the proposed City project. Please use the form provided below.

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: _____



Contractor's Safety Record

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

2016 _____
 2015 _____
 2014 _____
 2013 _____
 2012 _____

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

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

III. Please answer the following questions regarding your safety program

a. Are regular project safety meetings held for Field Supervisor(s)? Yes No

If yes, frequency: Weekly Bi-Monthly Monthly As

Needed b. Are project safety inspections conducted? Yes No

If yes, who performs inspections? _____

How often? _____

Who is required to attend? _____

c. Does your organization have a written safety program? Yes No

If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees? Yes No

For employees promoted to Field Supervisor? Yes No

If yes, does your Supervisor Safety Program include instructions on the

- following: Safety Work Practices Yes No
- Tool Box Safety Meetings Yes No
- First Aid Procedures Yes No
- Accident Investigation Yes No
- Fire Protection Yes No
- New Worker's Orientation Yes No



Vendor Compliance with Reciprocity On Non-Resident Vendors

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. Resident vendors must check the blank in Section B.

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

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

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

VENDOR:

(Please print)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



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Certification of Non-Segregated Facilities

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

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

CONTRACTOR

Signature: _____

Printed Name: _____

ATTEST:

(SEAL)

CONTRACTOR'S LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

Provide a listing of all subcontractors and descriptions of the services provided by such parties that the company is likely to engage if it is selected. The Submittal should indicate the length of the relationship between the company and the subcontractor as well as the means by which the subcontractor was selected by the company (i.e. competitive selection process or sole sourcing).

Vendors are strongly encouraged to explore utilizing local subcontractors where available. Make as many copies of this form as necessary to cover all categories of work.

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Length of Relationship with Company: _____

Method for Selecting Company: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Length of Relationship with Company: _____

Method for Selecting Company: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Length of Relationship with Company: _____

Method for Selecting Company: _____



Consolidated Certification Form

I. FOR ALL BIDS:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2011 Certifications and Assurances, and shall download the same at:

<http://www.gpo.gov/fdsys/pkg/FR-2010-11-02/pdf/2010-27563.pdf>.

A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interest

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preference- Use of United States-Flag Vessels

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

F. Energy Conservation

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. No Obligation by the Federal Government.

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

H. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

I. Contract Work Hours

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

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

(4) **Subcontracts** -The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity-** The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex-** In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall

include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

K. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

- The vehicle has been Altoona tested, report number:
- The vehicle is exempt from testing IAW 49 CFR 665. _____
- The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the Federal Government to Terminate

Upon written notice, the VENDOR agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.

O. Disputes, Breaches, Defaults, or other Litigation

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. Federal Interest in Recovery. The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. Enforcement. The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. FTA Concurrence. The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. Alternative Dispute Resolution. The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

P. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Q. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S.

DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

II. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

III. REQUIRED CLAUSES FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) 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.

B. Clean Water & Air

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

IV. REQUIRED CERTIFICATIONS FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Buy America (Check where applicable):

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323U) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods.
- The vendor or offeror cannot comply with the requirements 49 USC 5323U), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

B. Non-Lobbying

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

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

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

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

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

Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

V. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

- A. Construction or Architectural & Engineering Projects
- B. Transit Operations or Management Projects
- C. Intelligent Transportation System or Research & Development

VI. CERTIFICATION TO PURCHASER:

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Address	
	Printed Name of Person Completing Form	
Telephone	Signature	
Date	SS# or Tax ID #	
Description of Commodity or Service		
Disadvantaged Business Enterprise Information		Type of Organization (circle)
		Sole Proprietorship General Proprietorship
Is your firm a DBE? (yes) (no)		Corporation Limited Partnership
If yes, what type?		Limited Proprietorship



In this form, "recipient" means the transit agency Concho Valley Transit District

I. Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages-

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications & wage rates conformed under para. (1)(ii) of this section) and the Davis- Bacon poster (VVH-1321) shall be posted at all times by the contractor and subcontractors at the work site in a prominent / accessible place where it can be easily seen by workers.
- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2 (n)(4), such a classification prevails in the area in which the work is performed.

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

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

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

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

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

(v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

(2) **Withholding** - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** -

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form VVH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

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

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

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

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

(4) Apprentices and trainees- (i) Apprentices- Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails

for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity- The utilization of apprentices, trainees and journeymen under this part shall conform with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

(6) Subcontracts- The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

II. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Davis-Bacon Act, Copeland Anti-Kickback Act, and Seismic Safety Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

III. Bid Bond Requirements (Construction projects over \$100,000)

(a) Bid Security- A Bid Bond must be issued by a fully qualified surety company acceptable to the recipient and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved- In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the recipient to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of the recipient. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the recipient, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the recipient damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the recipient as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the recipient for the damages occasioned by default, then the undersigned bidder agrees to indemnify the recipient and pay over to the recipient the difference between the bid security and the recipient's total damages, so as to make the recipient whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction) The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds -

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the recipient determines that a lesser amount would be adequate for the protection of the recipient.

2. The recipient may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The recipient may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds-

1. The penal amount of the payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million. (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the recipient may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non- construction) -

The Contractor may be required to obtain performance and payment bonds when necessary to protect the recipient's interest.

(a) The following situations may warrant a performance bond: 1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material). 2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable. 3. Substantial progress payments are made before delivery of end items starts. 4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the recipient determines that a lesser amount would be adequate for the protection of the recipient.

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The recipient may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest. (d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows: The penal amount of payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million; (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements - The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The recipient shall determine the amount of the advance payment bond necessary to protect the recipient.

Patent Infringement Bonding Requirements (Patent Indemnity) - The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The transit agency shall determine the amount of the patent indemnity to protect the transit agency.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to the recipient, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the recipient, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by [insert name of Project Manager] _____, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. 2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the recipient and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the recipient. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the recipient written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Bid Bond Requirements (Construction projects over \$100,000) Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

CHILD SUPPORT STATEMENT

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

State of Texas Child Support Business Ownership Form

County: _____

Project Name: _____

TxDOT CSJ: _____

LG Project Number: _____

Business Entity Submitting Bid: _____

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

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

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

- 2. Please check the box below if no individual owns 25% or more of the business.

() No individual own 25% or more of the business.

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

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

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

Signature

Date

Printed Name

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

Sample Bidder Certification

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 W. College Ave., San Angelo, Texas 76903
325-657-4219
Sapurch@cosatx.us

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

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

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

_____ YES

_____ NO

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

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



CITY OF SAN ANGELO
PURCHASING DIVISION
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325-657-4219
Sapurch@cosatx.us

CONFLICT OF INTEREST CERTIFICATION

Pursuant to Texas Government Code Section 2261.252(b), the Department is prohibited from entering into contracts in which Department officers and employees have a financial interest.

By signing the Contract, the Contractor certifies that it is not prohibited from entering into a Contract with the Department as a result of a financial interest as defined under Texas Government Code Section 2261.252(b), and that it will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest with the Department.

The Contractor also certifies that none of the following individuals, nor any of their family members within the second degree of affinity or consanguinity, owns 1% or more interest or has a financial interest as defined under Texas Government Code Section 2261.252(b) in the Contractor:

- Any member of the Texas Transportation Commission; and
- The Department's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, and Director of Contract Services.

Violation of this certification may result in action by the Department.



CITY OF SAN ANGELO
 PURCHASING DIVISION
 72 W. College Ave., San Angelo, Texas 76903
 325-657-4219
Sapurch@cosatx.us

No Bid Reply

ES-03-16 / MLK Transportation Enhancement

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 by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

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

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

PLEASE PRINT

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

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

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

OBJECTIONS: _____

- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

() 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

() 7. We do not sell the items or provide the services requested.

() 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!



Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

 Signature

 Date

**CONSTRUCTION AGREEMENT FOR
 MLK TRANSPORTATION ENHANCEMENT/ INFRASTRUCTURE
 IMPROVEMENT PROJECT BETWEEN
 THE CITY OF SAN ANGELO AND _____.**

This Construction Agreement for MLK Transportation Enhancement/Infrastructure Improvement Project (“Agreement”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and _____, a Texas _____ company (“Contractor”), effective as of the _____ day of _____, 2016 (the “Effective Date”).

RECITALS

A. City has issued a Request for Bids No.ES-03-16 /MLK Street Improvement Project (“RFB No. ES-03-16”) for MLK Transportation Enhancement/Infrastructure Improvement Project (“Work” or “Services”) and Contractor’s response thereto (“Response”) has been selected as a qualified Response for the provision of Services. Contractor reaffirms all averments in Contractor’s Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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

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

TERMS:



1. **RECITALS AND INCORPORATION:** The recitals are true and correct and are hereby incorporated into and made a part of this Contract. The RFB No. ES-03-16, **Exhibit “A”**, Contractor’s Response, **Exhibit “B”**, Special Insurance Rider, **Exhibit “C”**, TxDOT Standard Specifications, Special Specifications and Special Provisions, **Attachment 1**, and Owner’s Supplementary General Conditions, **Attachment 2**, are sometimes referred to herein collectively as the Contract Documents as identified in Section 6 below (“Contract Documents”), which are by this reference incorporated herein and made a part of this Contract by reference to said Exhibits and Attachment.

2. **TIME OF PERFORMANCE:** Contractor agrees to substantially complete Work within eighteen (18) months (“Contract Time”) after the date Work commences as established by the Notice to Proceed. Upon Contractor’s receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in the Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City.

3. **LIQUIDATED DAMAGES:** City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 2.above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for Contractor to pay City ONE THOUSAND TWENTY DOLLARS AND NO/100 (\$1,020.00) for each calendar day that expires after the time specified in Section 2.until Work is substantially complete. Therefore, Contractor shall pay City as liquidated damages ONE THOUSAND TWENTY DOLLARS AND NO/100 (\$1,020.00) for each calendar day that expires after the time specified in Section 2.until Work is substantially complete.

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

A. Contractor agrees to provide Work/Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth in the Contract Documents.

B. Contractor represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term



hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the workmanlike manner described in Contract Documents.

5. COMPENSATION:

A. Contractor shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in the Contract Documents. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

B. Contractor shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice, and be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Contractor's fees, City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

C. The amount of compensation payable by City to Contractor shall be based on the rates and schedules or total price described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement.

D. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

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

- This Construction Agreement
- RFB No. ES-03-16, **Exhibit "A"**
- Contractor's Response to RFB No ES-03-16, **Exhibit "B"**
- Special Insurance Rider, **Exhibit "C"**
- TxDOT Standard Specifications, Special Specifications and Special Provisions, **Attachment 1**
- Owner's Supplementary General Conditions, **Attachment 2**

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

- This Construction Agreement
- RFB No. ES-03-16, **Exhibit "A"**
- Contractor's Response to RFB No. ES-03-16, **Exhibit "B"**
- TxDOT Standard Specifications, Special Specifications and Special Provisions, **Attachment 1**
- Owner's Supplementary General Conditions, **Attachment 2**



7. 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 Work and perform such tests, as City deems reasonably necessary, to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms found in **Exhibit "A"** and the Contract Documents. Contractor shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

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

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

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

11. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Contractor or Contractor's agent, consultant under contract, or another entity over which Contractor exercises control (whether active or passive) of Contractor or its employees, agents or sub-Contractors (collectively referred to as "Contractor") (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority,



federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-Contractors, as provided above, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Contractor in performing Services under this Agreement.

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

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

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.

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

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 kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Contractor shall be deemed in default of this Agreement.



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 Services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to City for all costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

14. 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 the City Manager for his resolution. Contractor shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Contractor wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Contractor's Request within the thirty (30) days of receipt of Contractor's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Contractor's Request, the Official shall notify Contractor the date upon which a decision shall be issued. Submission of Contractor's Request for determination of the dispute is a condition precedent to Contractor's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Contractor's written Request for determination, whichever occurs first, Contractor will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Contractor's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Contractor's Request, the dispute shall be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Contractor's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Contractor or stopping Work is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

15. TERMINATION RIGHTS OF CITY:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to 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 services 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 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 by Contractor under this Agreement.

16. 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.

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

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

TO CITY:

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

TO CONTRACTOR:

 Attn: _____

 Phone: _____

19. 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 City and Contractor, 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.

20. WARRANTY:

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



to the Contractor. All defective Work, whether or not in place, may be rejected.

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

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

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

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

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



parties hereto.

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

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

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

23. INDEPENDENT CONTRACTOR: Contractor has been procured and is being engaged to provide Services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Texas Workers' Compensation benefits available to employees of City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to City under this Agreement.

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

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

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

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

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

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

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



CITY OF SAN ANGELO
PURCHASING DIVISION
72 W. College Ave., San Angelo, Texas 76903
325-657-4219
Sapurch@cosatx.us

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

Date: _____, 2016

CONTRACTOR:

BY: _____

ITS: _____

Date: _____, 2016

ATTEST:

BY: _____

ITS: _____

APPROVED AS TO CONTENT:

Julia Antilley, Purchasing Manager

APPROVED AS TO FORM

Brandon Dyson, Assistant City Attorney

APPROVED AS TO CONTENT:

Russell Pehl, City Engineer

APPROVED AS TO RISK

Charles Hagen, Risk Manager



CITY OF SAN ANGELO
PURCHASING DIVISION
72 W. College Ave., San Angelo, Texas 76903
325-657-4219
Sapurch@cosatx.us

**CONTRACT FOR CONSTRUCTION BY AND BETWEEN
CITY OF SAN ANGELO, TEXAS, AND _____**

EXHIBIT "A"

RFB NO. ES-03-16

(Following pages)



CITY OF SAN ANGELO
PURCHASING DIVISION
72 W. College Ave., San Angelo, Texas 76903
325-657-4219
Sapurch@cosatx.us

**CONTRACT FOR CONSTRUCTION BY AND BETWEEN
CITY OF SAN ANGELO, TEXAS, AND _____**

RFB NO. ES-03-16

EXHIBIT B

**COMPENSATION
CONTRACTOR'S RESPONSE TO RFB NO. ES-03-16**

[Contractor's Rates or Full Price are set forth in the Contractor's Response on the following pages]



**CONTRACT FOR CONSTRUCTION BY AND BETWEEN
 CITY OF SAN ANGELO, TEXAS, AND _____**

**RFB NO. ES-03-16
 EXHIBIT “C”
 SPECIAL INSURANCE RIDER**

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:

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

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

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

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

1.3 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

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



CITY OF SAN ANGELO
PURCHASING DIVISION
72 W. College Ave., San Angelo, Texas 76903
325-657-4219
Sapurch@cosatx.us

**CONTRACT FOR CONSTRUCTION BY AND BETWEEN
CITY OF SAN ANGELO, TEXAS, AND _____**

RFB NO. ES-03-16

Attachment 1

**TxDOT Standard Specifications, Special Specifications and Special Provisions
(Following Pages)**



**CONTRACT FOR CONSTRUCTION BY AND BETWEEN
CITY OF SAN ANGELO, TEXAS, AND _____**

RFB NO. ES-03-16

Owner's Supplementary General Conditions

Attachment 2

1. Notice to Proceed and the Preconstruction Conference

No work shall be performed until issuance of a written notice to proceed by the Owner. The notice to proceed shall be issued only upon completion of the Preconstruction Meeting and all related requirements as provided for in the Contract Documents.

2. Ownership, Copies of Documents, and Record Documents

All Specifications, Plans, and copies thereof furnished by the Owner shall remain the property of the Owner. 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 Owner and shall be delivered to the Owner upon completion of the Project.

3. Cooperation between Contractors

When separate contracts are let within the limits of anyone 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 Owner, if Owner is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its Work with theirs. If any part of the Contractor's Work depends upon the work of any such other contractor or the Owner for proper execution or results, the Contractor will inspect such work and promptly report any defects or deficiencies in writing to the Owner. 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 Contractor's Work.

The Contractor will do all cutting, fitting, and patching of its 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 the work of others with the written consent of the Owner.

Contractor shall defend and hold harmless Owner and Owner's officers, council members, agents and employees from and against any and all claims, costs, suits, damages and liabilities that may arise out of the performance of the Agreement with Owner, and shall release Owner from liability for and waive any claim for direct or consequential damages arising from, delay, work interference, or inconvenience



experienced by the Contractor relating to the presence, conduct or operations of any other contractor or subcontractor on the Project.

If the performance of additional work by other contractors or the Owner 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 Owner or others causes Contractor to incur additional expense or entitles Contractor to an extension of the Contract Time, Contractor may make a claim therefore as provided for herein.

4. Acceptance of Work by Others

Each subcontractor shall examine work installed by others that would affect the final appearance of the subcontractor's installation and notify the Engineer and General Contractor in writing of any defects which would impair finished appearance of the Work. Application of materials by subcontractor will constitute acceptance of work by others.

5. Use of Premises

The Contractor will confine its equipment, the storage of materials and equipment, and the operations of its workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unnecessarily encumber the premises with materials or equipment.

6. Owner's Status During Construction

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

The Owner 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 Owner will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents, but Owner will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. Based on on-site observations, the Owner, 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 Owner 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 Owner 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. If such special inspection or testing reveals that the work already performed by Contractor was in accord with the contract documents the costs of such inspection and testing, if any, shall be paid by owner via a change order.

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



the Work.

7. Owner's Clarifications or Interpretations

The Owner 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 it to an increase in the Contract Price, it may make a claim therefore as provided in the Contract Documents.

8. Access to the Work and Uncovering Finished Work

The Owner and his representatives will at all times have access to the Work. The Contractor will facilitate such access and observation of the Work as well as any inspection or testing thereof by others.

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

If any Work has been covered which the Owner has not specifically requested to observe prior to its being covered, or if the Owner considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Owner'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 to comply.

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. If, however, such Work is found not to be defective and meets the requirements of the Contract Documents, the Contractor may request and may be granted an increase in the Contract Price and/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.

9. 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, the claim shall be in writing delivered to the Owner within fifteen (15) days of the occurrence of the event-giving rise to the claim. All claims for adjustment in the Contract Time shall be as determined or approved by the Owner. Any change in the Contract Time resulting from any such claim shall be incorporated into 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 Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God, unanticipated subsurface conditions, inability to secure permits, or unsafe materials.

Time limits stated in the Contract Documents are the essence of the Agreement. The provisions of this Section shall not exclude recovery by Owner for delay.

10. Warranty and Guarantee Regarding Work



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

If required by the Owner prior to approval of final payment as set forth in paragraph 4.8, the Contractor will promptly, without cost to the Owner, either correct any defective Work, whether or not fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by its correction, removal, or replacement of Contractor's defective Work. If the Contractor does not diligently proceed to correct such defective Work or remove and replace such rejected Work within a reasonable time, as required by written notice from the Owner, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be charged to the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price.

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

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

11. 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 Owner, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner 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 Owner other than those previously made in writing and unresolved at the time final payment is accepted.

12. Owner's Right to Stop or Suspend Work

The Owner may order the Contractor to stop the Work, or any portion thereof, if the Contractor performs un-workmanlike or defective Work, fails to supply sufficient skilled workmen or suitable Materials or Equipment, fails to provide adequate supervision, fails to make prompt payment to Subcontractors, fails to make prompt payment for labor, Materials or Equipment, or fails for any other similar cause jeopardizing the integrity of the Work. The Owner may suspend the Work without liability to the Contractor or subcontractors until the cause for the stop work order has been eliminated. No additional Contract Time and no increase in Contract Price will be awarded in such cases.

The Owner 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 Owner 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 suspension without cause.

13. Abandonment by Contractor

In case the Contractor should abandon the Work and fail or refuse to resume the Work within twenty (20) days after written notification from the Owner or if the Contractor refuses or fails to comply with the orders of the Owner, 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 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 Owner 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 Owner may provide for completion of the Work in either of the following elective manners:

- (a) The Owner may employ such labor and use such Equipment, tools, Materials, and supplies as the Owner 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 Owner 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 its Surety shall pay the amount of such excess to the Owner;



Or,

(b) The Owner may contract with a third party or third parties 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 Owner under the new agreement, such increase shall be charged to the Contractor and the Surety. However, should the cost to complete the Work be less, the Contractor and its 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 Owner, shall be prepared, and delivered to the Contractor and its Surety, whereupon the Contractor or its 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 its Surety shall pay the balance shown to be due by them to the Owner, then all machinery, Equipment, tools, Materials or supplies left on the site of the Work shall be turned over to the Contractor or its Surety. Should the cost to complete the Work exceed the Contract Price, and the Contractor or its Surety fail to pay the amount due the Owner 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 its Surety. Such property shall be held at the risk of the Contractor and its Surety. After fifteen (15) days from the date of said notice, the Owner 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 its Surety. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on the Work and belong to persons other than the Contractor or its Surety, to their proper Owners.

14. Abandonment by Owner

In case the Owner shall fail to commence and diligently pursue compliance with the terms of this Agreement after the expiration of thirty (30) days of receipt of written notification describing the breach, the Contractor may, upon seven (7) days written notice to the Owner, 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 or have not been wrought into the Work.

15. Guarantee

Upon Final Completion of Contractor's work, which includes acceptance of all punch list items, the Contractor shall furnish to the Owner a written statement guaranteeing all materials, equipment, workmanship, and operation for a period of one (1) year from the date of final completion and acceptance by the Owner. This does not waive requirements specified elsewhere for guarantees in excess of one (1) year, or warranties furnished by manufacturers for period in excess of one (1) year. Failure of manufacturer to guarantee its own product will not relieve the Contractor of Contractor's obligation under this contract. Subcontractors shall guarantee their work to the General Contractor and the Owner.

Contractor shall also furnish to the Owner all certificates of Guarantee and Warranty provided by the manufactures of the equipment and materials.



Whenever, within one (1) year from the date of final completion, the Contractor is notified by the owner of defects in work, equipment, or materials, the Contractor shall promptly correct such defects without cost to Owner, either in materials or labor. Repairs, corrections and/or replacement of work shall be handled in accordance with the provisions of this paragraph and paragraph 10. Any such corrected or replaced defective work shall be warranted by the Contractor for one year from and after such correction or replacement of work.

16. Payments Withheld

The Owner may, because of subsequently discovered evidence, withhold or nullify payment to such extent as may be deemed reasonably necessary by Owner because of:

- (a) Defective Work not remedied.
- (b) Claims filed or reasonable, confirmed 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; or failure of Contractor to certify to Owner or Owner's representative that all such payments are complete.
- (d) Damage to or claimed by 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 Owner, which will protect the Owner in the amount withheld, payment shall be made.

17. Delayed Payments

Should the Owner fail to make payment to the Contractor of a sum due and payable under the Contract Documents and set forth in any statement from Contractor, or should the Owner fail to issue any payment on or before the date required, then the Owner shall pay to the Contractor, in addition to the sum, interest at the rate of six (6%) percent per annum from the date the payment became past due until fully paid. Payment of interest on the amount owed shall fully liquidate any injury or claim for 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.

18. CONTRACTOR AGREEMENT TO INDEMNIFY AND HOLD HARMLESS OWNER

By the execution of a contract pursuant to which these "Owner's Supplementary General Conditions" apply, Contractor covenants and agrees to FULLY INDEMNIFY DEFEND AND HOLD HARMLESS, OWNER and the elected and appointed officials, employees, officers, directors, volunteers, and representatives



of Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, judgments, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Owner directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee, consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives, or the joint negligence of Contractor or Contractor's subcontractors or suppliers and any other entity, including Owner, while in the exercise of performance of the rights or duties under this Contract, or sustained in or upon the Project premises, or as a result of anything claimed to be done or admitted to be done by the Contractor hereunder. Nothing herein shall require Contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party's gross negligence or willful misconduct.

18.2 CONTRACTOR AGREEMENT TO INDEMNIFY OWNER FROM INFRINGEMENT OF INTANGIBLE PROPERTY RIGHTS

Contractor shall protect and indemnify the Owner from and against all claims, damages, judgments and losses arising from infringement or alleged infringement of any United States patent, or copyright that arise out of any of the work performed by the Contractor or the use by Contractor, or by Owner at the direction of Contractor, of any article or material. Upon becoming aware of a suit or threat of suit for patent or copyright infringement, Owner shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of Owner's or Project Architect's design of articles or their use in combination with other materials or in the operation of any process. In the event of litigation, Owner agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

18.3 No Rights Created in Third Parties

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

18.4 Contractor Notice of Claims to Owner



CITY OF SAN ANGELO
PURCHASING DIVISION
72 W. College Ave., San Angelo, Texas 76903
325-657-4219
Sapurch@cosatx.us

Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor which involves Owner and known to Contractor and related to or arising out of Contractor's activities under this Contract.

18.5 Survival of Indemnity and Hold Harmless Provisions

These indemnity and hold harmless provisions of this Part 18 "Indemnification of Owner", shall survive the expiration or termination this Agreement regardless of the reason for termination.