

\$75.00

**CITY OF SAN ANGELO
REQUEST FOR BID**

RFB No: AP-02-17

**San Angelo Regional Airport/Mathis Field
Taxiway Reconfiguration Project**

FAA AIP: 3-48-0191-035-2017

RFB SUBMITTAL DEADLINE

July 28, 2017, 2:00 pm

**Contract Documents
Specifications**



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

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

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1. INVITATION TO BID

1.1. Scope of Work

The City of San Angelo Mathis Field Airport is seeking responses to bid for the removal of existing Taxiways C and E, construction of new Taxiways C and E, installation of all signage and lighting associated with the new Taxiways, installation of artificial turf islands at taxiway/apron intersections, repair of pavement along the apron edge where pavement is failing, and removing and remarking all markings on the Terminal Apron.

Additionally, this project involves Federal Grant Monies; therefore, the successful respondent shall comply with all applicable federal requirements.

Estimated Project Completion Date: May 1, 2018
Estimated Length of Project: 210

1.2. 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 of City Hall, San Angelo, Texas or downloaded at <http://cosatx.us> > Bid Information > RFB: AP-02-17/ Taxiway Reconstruction or www.civcastusa.com at no cost.

Bid documents, plans, and specifications may be obtained at the Purchasing Division, Suite 330, City Hall at a cost of \$75.00 per set. No refunds will be made and no partial sets will be issued.

1.3. Digital Format

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

1.4. Copies

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

1.5. Delivery of Proposal

Sealed RFB submittals must be received no later than **July 28, 2017, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids received after the deadline, regardless of the mode of delivery, will be not be considered.

Purchasing Address

City of San Angelo
Purchasing Division, RFB: AP-02-17
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Bid Envelope: "RFB AP-02-17/Taxiway Reconfiguration"

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

Faxed or electronically submitted bids will not be accepted.

1.6. Pre-Bid Conference

A non-mandatory pre-bid conference will be held **July 19, 2017, 9:00 AM, Local Time** at the San Angelo Airport Conference Room, San Angelo, Texas. Representatives of the City will discuss bid conditions and answer questions regarding bid procedures.

1.7. Interpretations

All questions about the meaning or intent of the bid documents, including specifications shall be submitted to the Purchasing Division in writing at the physical address or email address provided herein. The bid invitation number must appear on all correspondence for tracking purposes. Questions received after the 21st will not be answered.



Answered questions will be posted to the City's website and www.civcastusa.com.

Should specifications be revised prior to the deadline for submission of the bid, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

It is the vendor's responsibility to ensure all addenda have been considered prior to bidding. Failure to consider all addenda will be at the vendor's risk. Vendors should **acknowledge any addenda and return the form with their bid package**.

1.8. Restrictions on Communications

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

Exceptions to the Restrictions on Communication with City employees include:

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

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

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

1.9. Insurance and Indemnification Requirements

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

1.10. Qualification Statement

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

1.11. Required Response

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

1.12. Bid Withdrawal

No bid may be withdrawn within a period of 60 days after the date fixed for opening bids.

1.13. 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.



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

1.14. Confidentiality

All bids submitted shall remain confidential. After award, responses 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 vendor's response unless clearly identified as such.

1.15. Equal Opportunity Employers

All vendors and subcontractors must be Equal Opportunity Employers.

1.16. Historically Underutilized Businesses

Disadvantaged and minority vendors are encouraged to participate. DBE goal for this project is 6.64%.

1.17. Points of Contact

During RFB:

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

Project After Award:

Mitch Sprunger, Assistant Director
Airport
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903



2. INSTRUCTIONS TO VENDORS

2.1. Submission of Bid

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

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

2.2. Modifications – Corrections, Deletions or Additions

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

2.3. Bid Items

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

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

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

2.5. Withdrawal of Bids

Bids may be 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.

2.6. 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.

2.7. Evaluation Factors

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

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

2.8. Disqualification

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



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

2.9. Reservations

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

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

2.10. 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 City in the sum of not less than five percent (5%) of the total amount of the bid. The security bond must be executed by a surety meeting the requirements set forth in the Owner's Construction General Conditions and in the name of the prime vendor. The bond shall be made payable without condition to the City of San Angelo, Texas. Bid security must be in the name of the company submitting the bid. Bid securities will be deposited within 24-hours of bid submission and a new check from the City will be issued to unsuccessful vendors within thirty (30) business days of the City Council award of bid.

2.11. Security Forfeiture

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

2.12. Return of Bid Security

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

2.13. Order Placement

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

2.14. Inspections

Inspections shall be at the discretion of the City within the requirements of the City. The vendor shall keep the entire project site accessible to the City and any other governmental entity that may exercise regulatory control of the project or any portion of the work.

2.15. Invoices and Payments

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

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



2.16. Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

2.17. Force Majeure

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

2.18. Modifications

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

2.19. Advertising

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

2.20. Conflict of Interest

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

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

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

2.21. Certificate of Interested Parties (Form 1295)

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

Filing Process:

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

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

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



2.22. Taxes and Permits

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

2.23. Examination of Contract Documents

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

2.24. Familiarization with the Type of Work

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

2.25. 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 vendor as information available at the time. The accuracy of this information is not guaranteed and the vendor is fully and solely responsible to verify pertinent information prior to bid submission. Use of the information provided in no way relieves the vendor or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

2.26. Soil Testing

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

2.27. Subcontractors and Suppliers

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

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

2.27.1. Subcontractor Qualification

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

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

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

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

The failure of the City to make any such objection prior to the execution and delivery of the agreement shall constitute an acceptance of such subcontractor, person, or organization. Such acceptance a subcontractor,



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

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

2.27.2. Suppliers

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

2.28. Copies of Contract Documents

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

2.29. Performance and Payment Bond

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

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

The failure of the successful vendor to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible vendor or re-advertise for bids, and may charge against the vendor the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid security.

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

2.30. Waiver of Performance and Payment Bonds

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

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

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

2.31. Quantities are Approximate

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



2.32. Funds – Price

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

2.33. Claims for Overcharges

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

2.34. Employment Requirements and Wage Rates

2.34.1. General

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

The selected vendor and its 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.

2.34.2. Records

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

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

2.34.3. Penalty

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

2.34.4. Hours of Labor

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

2.34.5. Veterans Preference

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

2.34.6. Prevailing Wage and Hour Decision

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

Additionally, the Davis-Bacon Act and other related federal law requires all vendors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

If more than \$2,000 of federal funds are included in the funding source for this project, then the following provisions apply:



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

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, San Angelo Regional Airport is responsible for the administration and enforcement of projects utilizing FAA Airport Improvement Project (AIP) funding.
4. Certified, original payrolls covering a seven (7) day period (seven consecutive days) must be submitted to KSA Engineers, Inc. within five (5) days after a pay period ends. The forms are available online at <http://www.dol.gov/esa/forms/whd/wh347instr.htm>. Each form must be certified and signed and mailed to:

KSA Engineers, Inc.
Attn: Amanda Bright
58 Buick Street
San Angelo, Texas 76901
325-947-1555 ext. 4221

5. The general vendor 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 currently applicable. The selected vendor will be responsible for compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the timework is performed.



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Prevailing Wage and Hour Decision

General Decision Number: TX170007 01/06/2017 TX7

Superseded General Decision Number: TX20160007

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the Vendor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on Vendor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUTX2011-002 08/02/2011

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



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Tons or Less.....	\$ 16.82
Crawler Tractor Operator....	\$ 13.96
Excavator, 50,000 lbs or less.....	\$ 13.46
Front End Loader Operator, Over 3 CY.....	\$ 12.77
Front End Loader, 3CY or less.....	\$ 12.28
Loader/Backhoe.....	\$ 14.18
Mechanic.....	\$ 20.14
Milling Machine.....	\$ 15.54
Motor Grader, Rough.....	\$ 16.15
Motor Grader, Fine.....	\$ 17.49
Pavement Marking Machine....	\$ 16.42
Reclaimer/Pulverizer.....	\$ 12.85
Roller, Asphalt.....	\$ 10.95
Roller, Other.....	\$ 10.36
Scraper.....	\$ 10.61
Spreader Box.....	\$ 12.60
Servicer.....	\$ 13.98
Steel Worker (Reinforcing).....	\$ 13.50
TRUCK DRIVER	
Lowboy-Float.....	\$ 14.46
Single Axle.....	\$ 12.74
Single or Tandem Axle Dump..	\$ 11.33
Tandem Axle Tractor with Semi.....	\$ 12.49

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after



award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers



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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the



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interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION



3. GENERAL CONDITIONS

3.1. General

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

3.2. Definitions

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

Agreement

The written agreement between the City and the vendor covering the work to be.

Architect

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

Bid

The written offer of the vendor setting forth the prices to perform the contemplated work and furnish the necessary labor, equipment, materials and other incidentals necessary to perform the contemplated work in accordance with the provisions of the plans and specifications.

Bond(s)

The approved form(s) of security furnished by the vendor and their surety in accordance with the terms set forth in the bid and as may otherwise be requested of the vendor in the contract documents.

Calendar Day

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

Contract Documents

The agreement, plans, specifications, drawings, and field changes, or any related addenda to the agreement, supplemental agreement(s), plans, specifications, or field changes (see attached document of the Federal Construction General Provisions).

Contract Price

The total monies payable to the vendor under the contract documents.

Extra Work

An item of work not provided for in the contract documents as previously modified by Change Order or supplemental agreement, but which is found by the City to be necessary to complete the work within the intended scope of the contract documents as previously modified.

Field Change

A Field Change may be issued in the form of:

- (a) A written amendment of the contract documents signed by both parties,
- (b) A Change Order,
- (c) A written clarification or interpretation issued by the City in accordance with Section 3.0.11, or
- (d) A written order for a minor change or alteration in the Work issued by the City pursuant to Section 3.0.19.

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

Field Order

A written order issued by the City which clarifies or interprets the contract documents in accordance with Section 3.0.11 or minor changes in the work in accordance with Section 3.0.19.

City

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



Partial Payment Estimate

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

Plans

The official drawings or exact reproductions which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract documents, supplementary to the specifications.

Resident Project Representative

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

Shop Drawings

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the vendor, a subcontractor, manufacturer, supplier, or distributor which illustrate the equipment, material, or some portion of the work.

Subcontractor

An individual, firm, or corporation having a direct contract with the vendor or with any other subcontractor for the performance of a part of the work.

Substantial Completion

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

3.3. Notice to Proceed and Preconstruction Conference

No work shall be performed until issuance of a written Notice to Proceed by the City. The Notice to Proceed shall be issued only upon completion of the Preconstruction Meeting and all related requirements are complete.

3.4. Ownership, Copies of Documents, and Record Documents

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

The vendor will keep one record copy of all specifications, plans, field changes, shop drawings, and any addenda thereto at the site in good order and annotated to show all changes made during the construction process. These shall be available to the City and shall be delivered to the City upon completion of the project.

3.5. Cooperation between Vendors

(See Federal Construction General Provisions)

3.6. Subcontracts

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

The vendor will be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the vendor on account of specific work done.

3.7. Patent Fees and Royalties

(See Federal Construction General Provisions)

The vendor will pay all license fees and royalties and assume all costs incident to the use of any invention, design,



process, or device which is the subject of patent right or copyrights held by others.

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

3.8. Permits, Laws, Taxes, and Regulations

The vendor will secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the prosecution of the work. The vendor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If the vendor observes that the specifications or plans are at variance therewith, it will give prompt written notice thereof to the City and any necessary changes shall be adjusted by an appropriate Field Change.

The vendor will pay all sales, consumer, and other similar taxes required by the law of the place where the work is to be performed, or of the place from which any portion of the equipment or materials is obtained.

3.9. Availability of Lands

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

3.10. Use of Premises

The vendor will confine his 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 unreasonably encumber the premises with materials or equipment.

3.11. City's Status during Construction

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

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

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

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

3.12. City's Interpretations and Decisions

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



3.13. Shop Drawings and Samples

Reference Technical Specification S-2 Shop Drawings, Project Data, and Samples.

3.13.1. Tests and Inspections Required

(See Federal Construction General Provisions)

3.14. Vendor's Supervision and Superintendence

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

The vendor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. All communications given to the superintendent shall be as binding as if given to the vendor. The vendor, or their superintendent, shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the City or its authorized representative.

The vendor will provide competent, suitably qualified personnel to lay out the work and perform construction as required by the contract documents. They will at all times maintain good discipline and order among his employees at the site.

3.15. Safety and Protection

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

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

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

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

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



provided herein.

3.16. Access to the Work and Uncovering Finished Work

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

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

Except as set forth in Section 3.0.15, if any work has been covered which the City has not specifically requested to observe prior to its being covered, or if the City considers it necessary or advisable that covered work be inspected or tested by others, the vendor, at the City's request, will uncover, expose, or otherwise make available for observation, inspection or testing that portion of the work in question. The vendor will furnish all necessary labor, material, and equipment.

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

3.17. Changes in the Work

(See Federal Construction General Provisions)

The City may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a Field Order. If the vendor believes that any minor change or alteration authorized by the City entitles it to an increase in the contract price, it may make a claim for payment, however the determination of the Engineer regarding the necessity for an increase in the contract price shall be final.

Additional work performed by the vendor without authorization of a Change Order will not entitle it to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided herein.

3.18. Changes of Contract Price

The contract price constitutes the total compensation payable to the vendor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the vendor shall be at its expense without change in the contract price.

The contract price may only be authorized by a Change Order. If the vendor is entitled by the contract documents to make a claim for an increase in the contract price, its claim shall be made in writing and delivered to the City within 15 days of the occurrence of the event giving rise to the claim.

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

- (a) Where the work involved is covered by unit prices contained in the contract documents, by application of unit prices to the quantities of items involved.
- (b) By mutual acceptance of a lump sum.
- (c) By cost and a mutually acceptable fixed amount for overhead and profit, or
- (d) If required by the City, the vendor shall submit an itemized cost breakdown together with supporting data.

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



Department Directors may approve Change Orders less than \$25,000, the City Manager may approve Change Orders less than \$50,000 and the City Council must approve all Change Orders \$50,000 and greater. No work associated with a Change Order may commence until written approval has been obtained. No contract may be increased by more than 25% of the original value. Commencing work without obtaining proper approvals shall be at the risk of the vendor.

3.19. Extra Work

(See Federal Construction General Provisions)

3.20. Unauthorized Work

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

3.21. Neglected Work

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

3.22. Conformity with Contract Documents

(See Federal Construction General Provisions)

3.23. Change of Contract Time

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

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

Time limits stated in the contract documents are the essence of the agreement. The provisions of this section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either the vendor or the City.

3.24. Warranty and Guarantee Regarding Defective Work

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

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



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

3.25. Waivers of Claims and Continuing Obligations

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

The acceptance of final payment by the vendor shall constitute a waiver of all claims by the vendor against the City other than those previously made in writing and still unsettled.

3.26. City's Right to Stop or Suspend Work

(See Federal Construction General Provisions)

3.27. City's Right to Terminate

(See Federal Construction General Provisions)

3.28. Vendor's Right to Stop Work or Terminate

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

3.29. Assignment and Subletting

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

3.30. Abandonment by Vendor

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

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

- (a) The City may employ such labor and use such equipment, tools, materials, and supplies as the City



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

or

- (b) The City may let the agreement for the completion of the work under substantially the same terms and conditions provided for in this agreement. In case of any increase in cost to the City under the new agreement, such increase shall be charged to the vendor and the surety. However, should the cost to complete be less, the vendor 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 City, shall be prepared, and delivered to the vendor and its surety, whereupon the vendor 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 vendor or his surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the vendor or its surety. Should the cost to complete the work exceed the contract price, and the vendor or its surety fail to pay the amount due the City within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice, together with an itemized list of such equipment and materials, shall be mailed to the vendor and its surety. Such property shall be held at the risk of the vendor and its surety. After fifteen (15) days from the date of said notice, the City may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the vendor and its surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials, or supplies, which remain on the work and belong to persons other than the vendor or its surety, to their proper owner.

3.31. Abandonment by City

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

3.32. Worker's Compensation Insurance Requirements

3.32.1. Definitions

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

Duration of the Project - includes the time from the beginning of the work on the project until the vendor's/person/s work on the project has been completed and accepted by the City. Persons providing services on the project ("Subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services the vendor has undertaken to perform on the project, regardless of whether that person contracted directly with the vendor and regardless of whether that person



CITY OF SAN ANGELO

PURCHASING DIVISION

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has employees. This includes, without limitation, independent vendor, subcontractors, leasing companies, motor carriers, City-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3.32.2. Workers' Compensation Insurance Coverage

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

- A. The vendor must provide a certificate of coverage to the City prior to issuance of Notice to Proceed.
- B. If the coverage period shown on the vendor's current certificate of coverage ends during the duration of the project, the vendor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- C. The vendor shall obtain from each person or entity providing services on a project, and provide to the City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the vendor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- D. The vendor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- E. The vendor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- F. The vendor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- G. By providing or causing to be provided a certificate of coverage, the vendor is representing to the City that all employees of the vendor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Division of Self-Insurance Regulation. Providing false or misleading information may subject the vendor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- H. The vendor's failure to comply with any of these provisions is a breach of contract which entitles the City to declare the contract void if the vendor does not remedy the breach within ten (10) days after receipt of notice of breach.

3.32.3. Failure to Maintain Adequate Insurance Coverage

In the event that City learns that vendor has workers (whether employees, volunteers or contract labor) present at the site or working in any manner on this project who are not covered at all times by the required coverages for workers' compensation, vendor shall be assessed a penalty of \$1,000.00 per day, per worker, until vendor provides a certificate of coverage which documents the required coverage for such workers. Vendor shall further immediately remove any such workers from the job site.



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

3.33. Contract Measurement and Payment

3.33.1. Quantities and Measurements

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

3.33.2. Estimated Quantities

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

3.33.3. Price of Work

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

3.33.4. Partial Payment Estimates

(See Federal Construction General Provisions)

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

3.33.4.1. Deadline

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

3.33.4.2. Payment

The City shall pay the total amount of the vendor's statement to the vendor on or before the 25th day of the then current month, less all previous payments and all further sums that may be retained, withheld or delayed by the City under the terms of this agreement.

3.33.4.3. Warranty of Title

The vendor warrants and guarantees that clear Ownership title to all work, materials, and equipment covered by a partial payment estimate, whether incorporated in the project or not, will have passed to the City prior to making the partial payment estimate free and clear of all liens,



claims, security interests, and encumbrances (hereinafter in these General Conditions referred to as "Liens"); and that no work, materials, or equipment covered by a partial payment estimate will have been acquired by the vendor or by any other person performing the work at the site or furnishing materials and equipment for the project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the vendor or such other person.

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

3.33.4.4. Approval of Payments

the partial pay estimate shall be based on on-site observations of the work in progress, and shall verify that the work has progressed to the point indicated; that the quality of the work is in accordance with the contract documents (subject to an evaluation of the work as a functioning project upon Substantial Completion, to the results of any subsequent test called for in the contract documents and any qualifications stated in the approval); and that the vendor is entitled to payment of the amount approved. However, by such payment, the City shall not thereby be deemed to have represented that it made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that it has reviewed the means, methods, techniques, sequences, and procedures of construction or that it has made any examination to ascertain how or for what purpose the vendor has used the moneys paid or to be paid to them on account of the contract price.

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

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

3.33.4.5. Substantial Completion

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

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

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

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



3.33.4.6. Partial Acceptance

(See Federal Construction General Provisions)

Prior to final payment, the City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost or delays the work, the vendor may request in writing, in accordance with the process set forth in these General Conditions, an increase in the contract price or extension of the contract time, or both as the City may determine to be reasonable.

3.33.4.7. Final Payment

(See Federal Construction General Provisions)

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

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

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

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

3.33.4.8. Payments Withheld

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

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

When the above grounds are removed, or the vendor provides a surety bond satisfactory to the



City, which will protect the City in the amount withheld, payment shall be made.

3.33.4.9. Delayed Payments

Should the City fail to make payment to the vendor of the sum named in any statement when payment is due, or should the City fail to issue any statement on or before the date required, then the City shall pay to the vendor, in addition to the sum shown as due by such statement, interest at the rate of six (6%) percent per annum until fully paid. Payment of interest on the amount owed shall fully liquidate any injury to the vendor growing out of such delay in payment. The right is expressly reserved to the vendor 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.

3.34. Project Requirements

3.34.1. Line and Grade

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

3.34.2. Working Day

Work on the site shall be done only during the work day, except for emergencies or as otherwise approved by the City. This agreement is established with the intent that no work shall be permitted on weekends or legal holidays except in cases of extreme emergency and then only with the written permission of the City. The vendor will be charged a fee of \$65.00 per hour with a minimum of \$260.00 per daily occurrence for inspection services when work is performed on a weekend or a holiday. If night work is required and work is only completed at night the additional charges do not apply. If the vendor chooses to work during the day and night, the vendor will be charged the additional fees for inspection services.

3.34.3. Character of Employees

(See Federal Construction General Provisions)

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

3.34.4. Physical and Subsurface Conditions

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

3.34.5. Reference Points

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

3.35. Materials and Equipment

the vendor shall furnish and pay for all labor, materials, equipment, tools, transportation, construction equipment, fuel, power, light, heat, telephone, water, sanitary facilities, and all other incidentals required to complete the work in accordance with the contract documents. All Materials and Equipment used in the construction of the



Work shall conform fully to the Contract Documents and be approved by the City. Any materials or equipment placed before approval of the City shall be removed, if directed by the City, and replaced with approved materials or equipment, at the expense of the vendor.

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

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

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

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

3.37. City Furnished or Installed Materials

(See Federal Construction General Provisions)

The vendor shall furnish all materials required to complete the work, except those specified herein (if any) to be installed or furnished by the City. City installed materials or equipment shall be installed at the time designated in the contract documents and when directed by the vendor. City furnished materials shall be made available to the vendor at the location specified in the contract documents. All costs of handling, transportation from the specified location to the site of work, storage, and installing City furnished materials shall be included in the unit price bid for the contract item in which such City-furnished material is used.

3.38. Material Storage

(See Federal Construction General Provisions)

3.39. Sources of Supply and Quality of Materials

(See Federal Construction General Provisions)

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

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

3.40. Samples and Tests

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

3.41. Defective Materials

All materials not conforming to the requirements of the contract documents will be rejected and shall be removed



immediately from the site of the work. Rejected materials in which the defects have been subsequently corrected, shall have the status of new material. Upon failure on the part of the vendor to comply with the provisions of this item, the City will have authority to remove and replace defective material and to deduct the cost of removal and replacement from any payment due or to become due to the vendor.

3.42. Project Meetings

3.42.1. Pre-construction Meeting

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

- Vendor and their superintendent
- Principal Subcontractors
- Representatives of principal suppliers and manufacturers as appropriate
- Representatives of City
- Others as requested by the vendor or the City

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

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

The agenda will include:

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

The sequence of operations to be followed shall be prepared by the vendor for approval by the City. The sequence shall meet the job requirements for completion time and shall conform to the requirements set forth in the contract documents.

3.42.2. Progress Meetings

The Design Professional shall schedule and hold regular progress meetings at least monthly and at other times as requested by the City or required by progress of the work. The design professional, vendor, City, and all subcontractors active on the site shall be represented at each meeting. The design professional may, at his discretion, request attendance by representatives of the vendor's suppliers, manufacturers, and other subcontractors.

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

3.43. Construction Administration

3.43.1. Notices to Owners and Authorities

The vendor shall notify City of adjacent property and utilities in writing and sufficiently in advance when prosecution of the work may affect them. When it is necessary to temporarily deny access by City or tenants to their property, or when any utility service connection must be interrupted, the vendor shall give notices in writing and sufficiently in advance to enable the affected persons to provide for their needs.



Notices will conform to any applicable local ordinance, shall be provided in writing, and will include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

3.43.2. Notification of Street Closing

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

3.43.3. Detours and Barricading

(See Federal Construction General Provisions)

3.43.4. Convenience to Traffic

(See Federal Construction General Provisions)

3.43.5. Unfavorable Construction Conditions

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

3.43.6. Cleaning Up

(See Federal Construction General Provisions)

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

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

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

Upon completion of the work and before acceptance and final payment will be made, the vendor shall remove from and about the site all machinery, equipment, tools, surplus and discarded and waste materials, debris, rubbish, temporary structures, and stumps or portions of trees. It shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition, ready for occupancy by the City.

3.43.7. Restoration of Work Site

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

3.43.8. Site Administration

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



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

3.43.9. Load Restrictions

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

3.43.10. Applicable Codes

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



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

4. ATTACHMENTS

- Technical Specifications, San Angelo Regional Airport-Mathis Field, Taxiway Reconfiguration Project, dated July 2017, prepared by KSA Engineers, Inc.
- Plans, San Angelo Regional Airport-Mathis Field, Taxiway Reconfiguration Project, dated July 2017, prepared by KSA Engineers, Inc.
- FAA Federal Required Contract Provisions (Issued January 29, 2016)
- FAA Advisory Circular AC-150/5370-10G Standards for Specifying Construction of Airports (Part 1)
- City of San Angelo Owner's Construction General Conditions (effective March 19, 2015)



5. NO BID REPLY

For AP-02-17 / Taxiway Reconfiguration

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

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

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

PLEASE PRINT

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

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

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

- 4. We do not feel we can be competitive.
- 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- 7. We do not sell the items or provide the services requested.
- 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!



6. BID FORMS

Copies

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

Please submit all bid forms in the following order:

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

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

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

Submit all forms beyond this point.



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

Authorized Signature/Contact Information (with W-9)

Firm Name: _____

MAILING Address: _____

City, State Zip Code: _____

PHYSICAL Address: _____

City, State Zip Code: _____

(must be physical address, not P.O. box, of business location)

Authorized Signature: _____

Print Name: _____ Date: _____

Tax ID (attach IRS W-9): _____

Telephone: _____ FAX: _____

Email: _____

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

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

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



Specification Worksheet

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

Item	DESCRIPTION	YES	NO	If NO, will a subcontractor provide the service?
1.	Remove Taxiways C & E	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Reconstruct Taxiways C & E	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Signage	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Artificial Turf	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Repair apron edge	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Remove markings on terminal apron	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Remark terminal apron	<input type="checkbox"/>	<input type="checkbox"/>	

Please indicate a yes or no on the below information.

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

Projected calendar days to start after PO is received _____

Estimated completion of project (in calendar days) _____



Bid Sheet

Vendor Name _____
 AP-02-17 / Taxiway Reconfiguration

<u>Item Number</u>	<u>Description</u>	<u>Total Bid for Each Item</u>
1	Item 1: Mobilization	\$ _____
2	Item 2: Reconfigure Taxiways C and E	\$ _____
3	Item 3: Taxiway & Island Lighting, Misc. Electrical Work	\$ _____
TOTAL BASE BID (ITEMS 1-3)		\$ _____
4	Alternate 1: Apron Edge Repair	\$ _____
TOTAL BASE BID + ALTERNATE 1 (ITEMS 1-4)		\$ _____

Respondent 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 project within **210 consecutive calendar days** thereafter. Respondent further agrees to pay as liquidated damages the sum of **\$1,000.00** for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved Change Order.

The respondent 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 proposal 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 proposal 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 words shall govern.

Unit quantities may be adjusted to determine final contract amount. Final Contract amount will be based on availability of funding.



Base Bid Item 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	KSA-100	Mobilization dollars and _____ cents per lump sum	\$ _____	\$ _____
1.02	1	LS	KSA-105	Barricades and Markings for Pavement Closures dollars and _____ cents per lump sum	\$ _____	\$ _____
1.03	1	LS	P-156	Stormwater Pollution Prevention Plan (SWP3) Document dollars and _____ cents per lump sum	\$ _____	\$ _____
1.04	1,500	LF	P-156	Temporary Sediment Control Fence dollars and _____ cents per linear foot	\$ _____	\$ _____
1.05	2	EA	P-156	Rock Construction Exit dollars and _____ cents per each	\$ _____	\$ _____
1.06	1,736	CY	T-905	Topsoiling (Obtained on Site or Removed from Stockpile) dollars and _____ cents per cubic yard	\$ _____	\$ _____
1.07	6	AC	T-901	Seeding dollars and _____ cents	\$ _____	\$ _____



				per acre		
1.08	1,362	SY	T-904	Sodding		

				dollars		
				and _____	\$ _____	\$ _____
				cents		
				per square yard		

Subtotal

Base Bid Item 1: Mobilization, Temporary Access and Erosion/Sedimentation Control Measures

\$ _____

Base Bid Item 2: Reconfiguration Taxiways C and E

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
2.01	3,934	CY	P-152	Unclassified Excavation		

				dollars		
				and _____	\$ _____	\$ _____
				cents		
				per cubic yard		
2.02	11,800	SY	P-101	Asphaltic Concrete Pavement Removal		

				dollars		
				and _____	\$ _____	\$ _____
				cents		
				per square yard		
2.03	15,010	SY	P-155	8" Lime Treated Subgrade		

				dollars		
				and _____	\$ _____	\$ _____
				cents		
				per square yard		
2.04	380	TON	P-155	Hydrated Lime (7%)		

				dollars		
				and _____	\$ _____	\$ _____
				cents		
				per ton		
2.05	9,322	TON	P-403	11" HMA Base Course		

				dollars		
				and _____	\$ _____	\$ _____
				cents		
				per ton		
2.06	3,886	TON	P-401	5" HMA Surface Course		



				dollars and _____ cents per ton	\$ _____	\$ _____
2.07	75	CY	P-610	Portland Cement Concrete		

				dollars and _____ cents per cubic yard	\$ _____	\$ _____
2.08	2,825	GAL	P-602	Bituminous Prime Coat		

				dollars and _____ cents per gallon	\$ _____	\$ _____
2.09	1,965	SY	---	Artificial Turf		

				dollars and _____ cents per square yard	\$ _____	\$ _____
2.10	1	EA	D-751	30" X 30" Inlet		

				dollars and _____ cents per each	\$ _____	\$ _____
2.11	32	LF	D-701	24" Class III RCP		

				dollars and _____ cents per linear foot	\$ _____	\$ _____
2.12	204	LF	D-701	18" x 28.5" Class III RCP Arch Pipe		

				dollars and _____ cents per linear foot	\$ _____	\$ _____
2.13	2	EA	D-752	Sloped End Treatment for Arch Pipe		

				dollars and _____ cents per each	\$ _____	\$ _____



2.14	20,780	SF	P-620	Yellow Markings (Reflective) _____ dollars and _____ cents per square foot	\$ _____	\$ _____
2.15	2,355	SF	P-620	Red Markings (Non-Reflective) _____ dollars and _____ cents per square foot	\$ _____	\$ _____
2.16	4	EA	P-620	Surface Painted Signs _____ dollars and _____ cents per each	\$ _____	\$ _____
2.17	14,875	SF	P-620	Black Markings (Non-Reflective) _____ dollars and _____ cents per square foot	\$ _____	\$ _____
2.18	18,235	SF	P-620	Pavement Marking Removal _____ dollars and _____ cents per square foot	\$ _____	\$ _____

Subtotal

Base Bid Item 2: Reconfiguration Taxiways C and E \$ _____

Base Bid Item 3: Taxiway and Island Lighting, Other Electrical Improvements

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
3.01	1	LS	-	Mobilization _____ dollars and _____ cents per lump sum	\$ _____	\$ _____
3.02	7,500	LF	L-108-5.1	No. 8 AWG, 5 KV, L-824, Type C Cable, Installed in Conduit		



				dollars and _____ cents per linear foot	\$ _____	\$ _____
3.03	5,000	LF	L-108-5.2	No. 6 AWG, Solid Bare Counterpoise Wire, Installed in Trench, Including Ground Rods and Ground Connectors		

				dollars and _____ cents per linear foot	\$ _____	\$ _____
3.04	8,000	LF	L-108-5.3	Remove Existing No. 8 AWG, L-824C in 2" Conduit		

				dollars and _____ cents per linear foot	\$ _____	\$ _____
3.05	6,000	LF	L-108-5.4	Remove No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Including Ground Rods		

				dollars and _____ cents per linear foot	\$ _____	\$ _____
3.06	5,000	LF	L-110-5.1	Install 2" PVC Schedule 40 Conduit In Trench Including Excavation and Backfill		

				dollars and _____ cents per linear foot	\$ _____	\$ _____
3.07	1,200	LF	L-110-5.2	Install 2" HDPE SDR 11 Conduit Directional Boring under Pavement		

				dollars and _____ cents per linear foot	\$ _____	\$ _____
3.08	7,000	LF	L-110-5.3	Remove Existing 2" Conduit		

				dollars		



				and _____ cents per linear foot	\$ _____	\$ _____
3.09	1,200	LF	L-110-5.4	Install 2" Conduit in Concrete Encased Duct Bank _____ dollars and _____ cents per linear foot	\$ _____	\$ _____
3.10	3	EA	L-115-5.1	Install L-867E Electrical Handhole _____ dollars and _____ cents per each	\$ _____	\$ _____
3.11	2	EA	L-115-5.2	Remove Existing Handhole _____ dollars and _____ cents per each	\$ _____	\$ _____
3.12	53	EA	S-E125-5.1	Install Can-Mounted Elevated MITL/MIRL, Transformer, Base Can and Concrete Pad _____ dollars and _____ cents per each	\$ _____	\$ _____
3.13	19	EA	S-E125-5.2	Install In-Pavement Elevated MITL, Transformer, Base Can in Existing PCC Pavement _____ dollars and _____ cents per each	\$ _____	\$ _____
3.14	13	EA	S-E125-5.3	Install Base Mounted Sign L-858, Size 2 with Sign Legends per drawings, all in place _____ dollars and _____ cents per each	\$ _____	\$ _____



3.15	55	EA	S-E125-5.4	Remove Existing Can-Mount Elevated MITL/MIRL including Transformer, Base Can, and Concrete Pad _____ dollars and _____ cents per each	\$ _____	\$ _____
3.16	9	EA	S-E125-5.5	Remove Base Mounted Sign L-858, Size 2 and Concrete Pad _____ dollars and _____ cents per each	\$ _____	\$ _____
3.17	1	LS	S-E890-5.1	Install Airfield Lighting Control and Monitoring System (ALCMS) _____ dollars and _____ cents per lump sum	\$ _____	\$ _____
3.18	1	LS	S-E890-5.2	Remove Existing Airfield Lighting Control and Monitoring System _____ dollars and _____ cents per lump sum	\$ _____	\$ _____
3.19	1	LS	S-E890-5.3	Install a Wireless WIFI Bridge Network System for the ALCMS _____ dollars and _____ cents per lump sum	\$ _____	\$ _____

Subtotal

Base Bid Item 3: Taxiway and Island Lighting, Other Electrical Improvements \$ _____

Additive Alternate Item 1: Apron Edge Repair

Item	Qty	Unit	Specification	Description (Written & Numeric Price)	Unit Price	Total Price
------	-----	------	---------------	--	------------	-------------



AA1 .01	687	CY	P-152	Unclassified Excavation dollars and _____ cents per cubic yard	\$ _____	\$ _____
AA1 .02	1,000	SY	P-101	Asphaltic Concrete Pavement Removal dollars and _____ cents per square yard	\$ _____	\$ _____
AA1 .03	1,000	SY	P-501	24" PCC Pavement dollars and _____ cents per square yard	\$ _____	\$ _____

Subtotal

Additive Alternate Item 1: Apron Edge Repair

\$ _____

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

- Are these prices based on a purchasing cooperative contract? Yes _____ No _____
 - If yes, name of cooperative: _____ Contract No: _____
(Texas DIR, TXMAS, BuyBoard, etc.)
- Will vendor accept the City credit card (p-card) as a method of payment? Yes _____ No _____ %Disc _____
- Payment Terms/Discounts (if any): _____



Addenda Acknowledgement

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

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

I certify that the above prices indicated on the bid proposal were derived independently

(Seal if Respondent is Corporation)

Please Print

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



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

Disclosure of Certain Relationships

NOTICE TO VENDORS

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

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

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

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 05/16/17)

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

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor

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

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Edward Carrasco, President
Juan Flores, First Vice President
Todd R. Kolls, Second Vice President
Scott Tankersley, Director
David Cummings, 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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
 Signature of vendor doing business with the governmental entity

 Date



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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



Debarment and Suspension Certification

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

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



Instructions for Debarment and Suspension Certification

1. By signing and submitting this proposal, the prospective participant 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 participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant 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 participant 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 participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "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 participant 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 participant 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 participant in a covered transaction may rely upon a certification of a prospective participant 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 participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant 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 participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



Local Preference Consideration Application & Economic Impact

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

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

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

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

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

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

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

1. Complete the **Local Preference Consideration Application, and**
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.



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

Local Preference Consideration Application & Economic Impact

Business Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Business Type:

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

Attachments: *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

 Authorized Representative Signature

 Printed Name

 Title

 Date

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



Vendor Compliance with Reciprocity on Non-Resident Vendors

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

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

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

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

VENDOR:

(Please print)

 Company Name

 Signature

 Printed Name

 Title

 Address

 City, State Zip Code



City References

Company Name

List five (5) similar projects that your company has completed **for the City of San Angelo**. References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

Reference One

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



Reference Four

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

Reference Five

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



Local Area References

Company Name

List five (5) similar projects that your company has completed **within 150 miles of the City** (but not in the **City of San Angelo**). References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



Reference Four

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

Reference Five

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



Proposed Subcontractors and Suppliers

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

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____



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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Percentages should total to 100%



Vendor Safety Record

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

2016 _____
 2015 _____
 2014 _____
 2013 _____
 2012 _____

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

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

III. Please answer the following questions regarding your safety program

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



Draft Contract

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

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

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

Signature

Date

**CONTRACT FOR TAXIWAY RECONFIGURATION
 BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
 AND**

RFB No. AP-02-17

This contract for Taxiway Reconfiguration Project (“Contract”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and _____, a Texas _____ (“Contractor”), effective as of the _____ day of _____, 2017

RECITALS:

A. City has issued a Request for Bid, RFB No. AP-02-17, for taxiway reconfiguration, removal, and construction at Mathis Field within the City of San Angelo city limits as specified in the AP-02-17 and contract documents.

B. Contractor’s response to the RFB No. AP-02-17, has been selected as the lowest responsible bidder for the provision of the Work.

C. On _____, 2017, the City Council of City of San Angelo, approved the selection of Contractor and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

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

TERMS:

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

2. STATEMENT OF WORK:

A. (1) Contractor shall be responsible for completing Work described in RFB No. AP-02-17, Taxiway Reconfiguration Project and documents, plans, and specifications comprising the Contract Documents, to be completed at the San Angelo Regional Airport-Mathis Field within the City of San Angelo (hereinafter referred to as the “Work”).

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation;



and all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

3. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within two-hundred and ten (210) consecutive calendar days (“Contract Time”) after the date Work commences as established by the Notice to Proceed. Upon Contractor’s receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City Engineer.

4. LIQUIDATED DAMAGES: City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 3. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) is, and that Contractor shall pay City as liquidated damages, the sum of ONE THOUSAND AND NO/100 DOLLARS, (\$1,000.00) for each calendar day that expires after the time specified in Section 3., or extension thereof as provided in Section 3., until Work is substantially complete.

5. CONTRACT PRICE: City shall pay to Contractor for performance of Work embraced in this Contract, and Contractor shall accept as full compensation therefore, the bid base price of (\$ _____) subject to adjustment only as provided by approved change order, for all Work covered by and included in the contract award; payment thereof to be made in current funds in the manner provided in Section 6. Payment Procedure.

6. PAYMENT PROCEDURE: Contractor shall submit Applications for Payment in accordance with the Owner’s Construction General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the Owner’s Construction General Conditions, and Chapter 2251 of the Texas Government Code except that progress payments and the final payment under this Contract shall be made as set forth below:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor’s Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month as provided below. All progress payments shall be based upon the progress of Work measured as provided for in the Owner’s Construction General Conditions. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Partial payment retainage shall not exceed five percent (5%) of the total price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

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

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

- Request for Bid No. AP-02-17, “Taxiway Reconfiguration” **Exhibit “A”** including:



- Technical Specifications, San Angelo Regional Airport-Mathis Field, Taxiway Reconfiguration Project, dated July 2017, prepared by KSA Engineers, Inc.
 - Plans, San Angelo Regional Airport-Mathis Field, Taxiway Reconfiguration Project, dated July 2017, prepared by KSA Engineers, Inc.,
 - FAA Federal Required Contract Provisions (issued January 29, 2016)
 - FAA Advisory Circular AC-150-5370-10G Standards for Specifying Construction of Airports (Part 1), **Appendix 1** to this RFB
 - City of San Angelo Owner's Construction General Conditions (effective March 19, 2015) **Attachment 1** to this RFB
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFB No. AP-02-17, and as of the time this Contract is entered into by Contractor and City.
 - Contractor's Response, **Exhibit "B"**, attached and made a part hereof.

The terms, provisions, specifications and conditions of RFB No. AP-02-17; **Exhibit "A"**; and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFB shall prevail over any conflicting term, provision, specification or condition in Contractor's Response, **Exhibit "B"**.

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

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

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

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

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

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

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

11. AUDIT AND INSPECTION RIGHTS:



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

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

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

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

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

15. TERMINATION RIGHTS OF CITY:

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

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



in default under this Contract.

16. RESOLUTION OF CONTRACT DISPUTES:

A. Contractor understands and agrees that all disputes between Contractor and City concerning or relating to the denial or partial denial of a change, change order or extra Work under paragraphs 2.17, 2.18 or 2.19 of the Owner's Construction General Conditions of the Contract shall be held for resolution until the Work has been substantially completed. The Contractor shall make a written request for resolution of the dispute (the "Request") to the City's designated official (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that the Contractor wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Contractor's Request within the thirty (30) days of receipt of Contractor's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Contractor's Request, the Official shall notify Contractor the date upon which a decision shall be issued. Submission of a Contractor's Request for determination of the dispute is a condition precedent to Contractor's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Contractor's written Request for determination, whichever occurs first, Contractor will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Contractor's Request, the resolution of the dispute will be documented, if necessary, through a change to this Contract in accordance with the provisions contained in the Owner's Construction General Conditions, to include but not be limited to, paragraphs 2.17, 2.18 and 2.19. Should the dispute fail to reach resolution through the submission by Contractor's Request, the dispute may be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to a Contractor's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Contract unless further performance has been excused by termination of Contractor or stopping Work is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

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

17. INSURANCE:



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

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

C. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement for all purposes.

18. INDEMNIFICATION:

A. **GENERAL INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless CITY and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Contractor or Contractor's agent, consultant under contract, or another entity over which Contractor exercises control, or its employees, agents or sub-providers (collectively referred to as "Contractor") (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-providers, as provided above, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement**



and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Contractor in performing Services under this Agreement.

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

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

19. *(Intentionally left blank)*

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

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

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

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

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



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

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

CITY:

City of San Angelo
Mathis Field Airport
Attn: Mitch Sprunger
72 W. College Ave.
San Angelo, Texas 76903

CONTRACTOR:

Attn: _____

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

27. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

F. Counterparts: This Contract may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Contract. By affixing their signature to this Contract, each individual is representing that he or she has the authority to sign this Contract and to bind the party that they represent to this Contract.



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

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

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

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

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

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

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

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

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

CONTRACTOR:

BY: _____

(Print Name and Position with Company)

EMAIL: _____



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

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

(SEAL)



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

**CONTRACT FOR TAXIWAY RECONFIGURATION PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

RFB No. AP-02-17

CITY OFFICIAL APPROVALS

APPROVED AS TO CONTENT:

APPROVED AS TO INSURANCE:

Julia Antilley, Purchasing Manager

Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Mitch Sprunger, Assistant Airport Director

Dan T. Saluri, Deputy City Attorney



CITY OF SAN ANGELO
PURCHASING DIVISION
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EXHIBIT "A"

**CONTRACT FOR TAXIWAY RECONFIGURATION PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

RFB AP-02-17



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

EXHIBIT "B"

**CONTRACT FOR TAXIWAY RECONFIGURATION PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

RFB AP-02-17
CONTRACTOR'S RESPONSE



EXHIBIT "C"

**CONTRACT FOR TAXIWAY RECONFIGURATION PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

RFB AP-02-17

SPECIAL INSURANCE RIDER

INSURANCE REQUIREMENTS:

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

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



Sub-Subcontractor.

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

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

Coverage limits shall not be less than:

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

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

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

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

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers’



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

compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Contract.

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



CITY OF SAN ANGELO
PURCHASING DIVISION
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ATTACHMENT "1"

**CONTRACT FOR TAXIWAY RECONFIGURATION PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

RFB AP-02-17

CITY OF SAN ANGELO OWNER'S CONSTRUCTION GENERAL CONDITIONS (effective March
19, 2015)



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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APPENDIX "1"

**CONTRACT FOR TAXIWAY RECONFIGURATION PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

RFB AP-02-17

FAA ADVISORY CIRCULAR AC-150-5370-10G STANDARDS FOR SPECIFYING
CONSTRUCTION OF AIRPORTS (PART 1)