

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not For Building Construction Projects)
(Rev. 12-8-15)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Signatures
- II. Summary of Contract Terms
- III. Standard Contractual Provisions
- IV. Contract Documents

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

II. Summary of Contract Terms.

Project: Concrete Pavement Lifting (Various Locations)

Contractor: Concrete Raising Corporation
10118 Moers Rd.
Houston, Texas 77075-3129
Attn: Duane Ernst

Name of Owner's Project Manager: Henry Vavrecka

Contract Price: \$249,748.00 (maximum)

Bid Items: See attached Contractor's Bid in Response to Invitations for Bids for Term Contract
For Concrete Pavement Lifting – Missouri City, Texas IFB #112-14

Effective Date of Contract: On the latest date of the dates executed by both parties

Termination Date: June 30, 2018

Date to Begin Work: Date specified in each Work Order

III. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

- (1) Signatures (Section I),
- (2) Summary of Contract Terms (Section II),
- (3) Standard Contractual Provisions (Section III), and
- (4) Contract Documents (listed in Section IV).

Project means the project identified in Section II above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip, and complete the Project.

Work Order means a request submitted to the Contractor by the City requesting the performance of Work for the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor for Work performed according to the bid item sum(s) as provided in Section II. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Termination. The City may terminate this Contract at any time by giving thirty (30) calendar days advance written notice to the Contractor. The Contractor may terminate this Contract upon thirty (30) calendar days advance written notice to the City if the City fails to pay the Contractor's invoices. Upon termination the City will pay the Contractor all amounts due up to the date of termination.

G. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise,

direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

H. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

- (1) Pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
- (2) Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
- (3) Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

I. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

J. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

K. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

L. Compliance with CenterPoint Houston Electric, LLC's Tariff. The Contractor must comply with CenterPoint Houston Electric, LLC's or its successor's (CenterPoint) most current tariff filed with the Texas Public Utility Commission. If electrical facilities are installed that require indemnity under the tariff, **CONTRACTOR ASSUMES THE RISK OF AND SHALL INDEMNIFY THE CITY, CENTERPOINT HOUSTON ELECTRIC, LLC (CENTERPOINT), THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO THE CITY OF SUGAR LAND'S (CITY) PROPERTY OR TO PROPERTY OF CENTERPOINT WHEN OCCASIONED BY ACTIVITIES OF THE CITY, CONTRACTOR, OR THIRD PARTIES ON THE CITY'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT OR REPAIR OF CENTERPOINT'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY", SECTION 5.2 OF CENTERPOINT'S TARIFF.**

M. Railroad Requirements. If this Project involves work on or use of Union Pacific Railroad Company's property, whether through construction of an at-grade crossing, installation of utilities, or other City use, the Contractor must comply with the Railroad's requirements, the City's agreement with the Railroad, and the applicable federal, state and local laws regulations and enactment affecting the Work. **ALSO, CONTRACTOR RELEASES, DEFENDS AND INDEMNIFIES UNION PACIFIC RAILROAD COMPANY (RAILROAD) AND THE CITY FROM AND AGAINST ANY LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, COST, OR EXPENSE INCURRED BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, THE CONTRACTOR'S AND THE CITY OF SUGAR LAND'S PROPERTY OR EQUIPMENT (COLLECTIVELY, THE "LOSS") THAT ARISES FROM THE PRESENCE OR ACTIVITIES OF CONTRACTOR'S AND CITY'S EMPLOYEES ON RAILROAD'S PROPERTY, EXCEPT TO THE EXTENT THAT ANY LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE CITY OR THE RAILROAD. FURTHER. IF THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ENACTMENTS, RESULTS IN ANY FINE, COST OR CHARGE BEING ASSESSED, IMPOSED OR CHARGED AGAINST THE CITY OR THE RAILROAD, THE CONTRACTOR SHALL REIMBURSE AND INDEMNIFY THE CITY OR RAILROAD FOR ANY SUCH FINE, PENALTY, COST, OR CHARGE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES. UPON THE RAILROAD'S OR CITY'S NOTICE OF ANY SUCH ACTION BEING PROVIDED BY THE RAILROAD OR THE CITY, THE CONTRACTOR AGREES TO DEFEND SUCH ACTION FREE OF COST, CHARGE OR EXPENSE TO THE CITY OR THE RAILROAD.**

N. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
- (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:
 - (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
 - (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute. The Contractor's notarized Certificate of Interested Persons and certification of filing are attached to this Contract.

O. City's Construction Standards. The work must be constructed in accordance with the Drawings and Specifications and the City's design standards, regulations, and ordinances.

P. Fiscal Year Funding. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract terminates at the beginning of the first date of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

IV. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

- (1) General Conditions (20 pages)
- (2) Drawings and Specifications, including any special shoring requirements (See Contractor's Bid in Response to Invitations for Bids for Term Contract for Concrete Pavement Lifting – Missouri City, Texas IFB #112-14)
- (3) Contractor's Bid in Response to Invitations for Bids for Term Contract for Concrete Pavement Lifting – Missouri City, Texas IFB #112-14) (56 pages)
- (4) Performance Bond (4 pages)
- (5) Payment Bond (3 pages)
- (6) Labor Classification and Minimum Wage Rates (5 pages)
- (7) State of Texas Workers' Compensation Insurance Coverage Addendum (3 pages)
- (8) Minimum Insurance Policy Limits for Large Construction Projects (2 pages)
- (9) Contractor's Affidavit of Bills Paid (2 pages)
- (10) Change Orders (1 page)
- (11) Conflict of Interest Questionnaire (2 pages)
- (12) Certificate of Interested Persons Form

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

ATTACHMENT 1
GENERAL CONDITIONS

(See Attached)

GENERAL CONDITIONS
TABLE OF CONTENTS
(Rev. 1-3-12)

| | |
|---|-----------------------------------|
| 1. Definitions | 14. Performance and Payment Bonds |
| 2. Schedules, Reports and Other Documents | 15. Assignment |
| 3. Shop Drawings | 16. Subcontracts |
| 4. Materials and Equipment | 17. Engineer's Authority |
| 5. Inspection and Testing | 18. Land and Property Interests |
| 6. Surveys and Permits | 19. Warranty |
| 7. Protection of Work, Property and Persons | 20. Taxes |
| 8. Contractor Status and Supervision | 21. Unit Prices |
| 9. Contract Changes | 22. Record Drawings |
| 10. Time to Complete Work | 23. Notice |
| 11. Differing Site Conditions | 24. Dispute Resolution Procedures |
| 12. Suspension or Termination of Work | 25. Compliance with Laws |
| 13. Payments to Contractor | |

1. DEFINITIONS. These definitions and the definitions in the Contract apply to the General Conditions:

1.1 *Act* means the Underground Facility Damage Prevention and Safety Act codified in Chapter 251, Texas Utilities Code.

1.2 *Change Order* means a written order issued by Owner after the Contract has been awarded that specifies a change to the Contract Price, Work Order(s), or the Work.

1.3 *Claim* means the Contractor's demand or assertion that it should be paid more than the Contract Price by the Owner because of action or inaction by the Owner, Owner's representative, Engineer, or any party for whom the Owner is responsible or with which the Owner has separately contracted for other portions of the Project.

1.4 *Contract* means this Contract for the Project that includes the Contract Documents and is executed by the Owner and the Contractor.

1.5 *Contract Documents* means the documents enumerated as Contract Documents in the section of the Contract entitled Contract Documents.

1.6 *Contract Price* means the maximum dollar amount the City must pay the Contractor under the Contract.

1.7 *Contractor* means the person, firm, or corporation that has executed the Contract.

1.8 *Drawings* mean plans, profiles, details, and graphic and pictorial sheets that define the character and scope of the Work.

1.9 *Engineer* means the engineering firm, corporation or entity named as the Engineering Firm in this Contract, if any.

1.10 *Environmental Laws* means any local, state, or federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up, or disclosure.

1.11 *Force Majeure* means lightning, earthquakes, hurricanes, floods, named storms, strikes, lockouts, riots, wars, civil disturbances, explosions, fires, or other unforeseeable events that are not within the control of the Contractor and are not caused by the Contractor's negligence or fault, but not including material or labor shortages, price increases or escalations, or Subcontractor default.

1.12 *Hazardous Substance* means any element, constituent, chemical, substance, compound, or mixture defined as a hazardous substance by any local, state, or federal law, rule, or regulation.

1.13 *Laboratory* means a testing laboratory that the Owner designates or approves for the Project.

1.14 *Owner* means the City of Sugar Land, Texas.

1.15 *Plans* mean the plans, profiles, cross-sections, working drawings, and supplemental drawings that show the location, character, dimensions, and details of the Work.

1.16 *Shop Drawings* means the drawings, diagrams, illustrations, brochures, schedules or other data prepared by the Contractor, Subcontractors, manufacturers, Suppliers, or distributors to illustrate specific portions of the Work.

1.17 *Specifications* includes the technical written descriptions for and other documents that show the materials, equipment, construction systems, standards, and workmanship for the Project contained in the Contract Documents and designated as Specifications.

1.18 *Subcontractor* means a person or entity contracting with the Contractor to perform part of the Work at a site, including a subcontractor contracting with the Subcontractor.

1.19 *Superintendent* means the Contractor's representative with authority to act for the Contractor.

1.20 *Supplier* means a person or entity that provides only materials, supplies, or equipment for the Work.

1.21 *Work* means all labor, materials, equipment, and services necessary to construct, erect, install, equip, and complete the Project in strict accordance with the Contract Documents.

1.22 *Work Order* means a request submitted to the Contractor by the City requesting the performance of Work for the Project.

1.23 *Working Day* means a calendar day, not including Sunday or holidays observed by the Owner, in which weather permits the performance of the Work for a continuous period of not less than five hours between 7 a.m. and 6 p.m.

2. SCHEDULES, REPORTS, AND OTHER DOCUMENTS.

2.1 Preconstruction Meeting Submittals. At the preconstruction meeting the Contractor will make a submittal to the Owner that includes the following, to the extent applicable:

- (1) Project schedule showing the order in which the Work will be performed, the dates at which the various parts of the Work will begin, and the estimated date of completion for each part of the Work, as set forth in the Contract;
- (2) Schedule of values (for lump sum Work items);
- (3) The proposed dates to provide Shop Drawings to the Owner;

(4) Proposed dates to start the manufacture, testing and installation of materials, supplies and equipment; and

(5) Anticipated schedule for and amount of monthly invoices.

The schedule for submittals must coordinate with the construction schedule and allow the Owner reasonable time to review a submittal. If the Contractor fails to include a schedule in a required submittal, the Owner is not required to approve an increase in the price for a Work Order based on the time required to review a submittal.

2.2 Approval of Project Schedules and Submittals. The Contractor's Project schedules and submittals are subject to the Owner's approval and are not effective until approved by the Owner. If a submittal or schedule is not approved, the Contractor must revise the schedule or submittal to comply with the Owner's or Engineer's recommendations and make a new submittal or schedule to the Owner for approval.

2.3 Updates to Submittals. The Contractor must update each of the schedules and submittals required by this Contract and submit them in printed form to the Owner with the Contractor's monthly pay applications. Updated construction schedules must reflect actual conditions and must identify any delays previously encountered and how the Contractor intends to overcome them. Owner may withhold payment until the Contractor provides the updated schedules and submittals.

2.4 Additional Submittals, Drawings and Instructions. During construction of the Project the Contractor must submit to the Owner any other documents required by law or requested by the Owner that relate to the Work. And the Contractor must comply with the Owner's revised or additional Plans, Drawings, Specifications, and instructions issued during the Work.

2.5 Intent of Contract Documents. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Work. The Contractor must perform the Work consistent with the Contract Documents and reasonably inferable from the Contract Documents as being necessary to produce the indicated results. To facilitate construction and coordination, before starting each portion of the Work, the Contractor must carefully:

(1) Study and compare the Contract Documents pertaining to that portion of the Work;

(2) Review and study the information furnished by the Owner;

(3) Take field measurements of existing conditions related to that portion of the Work; and

(4) Observe site conditions that may affect that portion of the Work.

2.6 Inconsistent Contract Documents. In its capacity as a contractor and not as a licensed design professional, the Contractor must promptly report, in writing, to the Owner any errors, inconsistencies, or omissions in the Contract Documents known to the Contractor. The Contractor must pay to the Owner any costs and damages that arise from Contractor's failure to comply with this paragraph.

2.7 Street Work Schedule. For street, roadway, and utility projects, the Contractor may remove and replace concrete only between the hours of 7:30 a.m. to 6:00 p.m., Monday through Friday of each week. Unless the Contractor receives the Owner's prior written consent, the Contractor's Work must not interfere with peak traffic. The Contractor may saw cut at any time, but concrete must be replaced within ten (10) Working Days of the removal.

3. **SHOP DRAWINGS.**

3.1 Submission. The Contractor must submit for the Owner's approval, Contractor's Shop Drawings and samples of materials and equipment to be installed in the Project prior to performing Work to which they apply. The Contractor must request and obtain Owner's approval of a Change Order prior to submitting a Shop Drawing that deviates from the Contract Documents. In submitting Shop Drawings, product data, samples, and similar submittals, the Contractor represents that the Contractor has:

- (1) Reviewed and approved them;
- (2) Verified materials, field measurements, and field construction criteria related to them; and
- (3) Checked and coordinated the information contained in them with the requirements of the Contract Documents and the Work.

If the Contract Documents require the Contractor to submit Shop Drawings, product data, samples or similar submittals to the Owner for approval, the Contractor must not perform the portion of Work to which they apply until the Owner approves them.

3.2 Review. The Owner will review the submitted Shop Drawings and samples and provide a response to the Contractor within twenty-one (21) calendar days of receipt of the Shop Drawings or samples. The Owner's approval of a Shop Drawing or sample of material or equipment, however, does not release the Contractor from its responsibility to comply with the Contract Documents.

3.3 Availability. The Contractor must keep the approved Shop Drawings at each Project site during the term of Work at such site and make them available to the Owner.

4. **MATERIALS AND EQUIPMENT.**

4.1 Materials and Equipment Incorporated into the Work. Materials, equipment, and

articles that will be incorporated into the Work must:

- (1) Be stored in a manner that preserves their quality and fitness for the Work;
- (2) Be kept in a location that allows for Owner's prompt inspection;
- (3) Conform to the samples provided by the Contractor and approved by the Owner;
- (4) Not be subject to a security interest or any other interest retained by the seller;
- (5) Not be used for any purpose prior to incorporation into the Work unless the Owner consents in writing; and
- (6) Be applied, installed, connected, erected, used, cleaned and conditioned as directed in the Contract.

4.2 Supply Source. Before the Contractor orders materials, equipment, supplies, or articles, the Owner may require the Contractor to obtain the Owner's prior written approval of the supply source.

4.3 Substitutions. Materials, equipment, or articles specified by trade name, brand name, or catalogue number set the standard of quality and performance required for the material, equipment, or article. With the Owner's approval the Contractor may use a material, equipment, or article *equivalent to* or *equal to* the specified material, equipment, or article. The Contractor warrants that an approved substituted material, equipment or article will not affect the function or design of the Project. The dollar amount for a Work Order may be adjusted by Change Order in the amount of the cost differential between the specified material, equipment, or article and the approved substitution. But, the Contractor must pay the cost of any additional component parts required for the substituted material, equipment, or article.

5. INSPECTION AND TESTING.

5.1 Requirements. All materials, equipment, articles, and supplies used to construct the Project:

- (1) Must be tested and inspected according to the requirements of the Contract and the requirements of public agencies or authorities with jurisdiction over any portion of the Work. The Contractor must furnish the Owner with certificates of any inspection, testing, or approval required by public agencies;
- (2) That require a Laboratory test will be tested at a Laboratory that the Owner selects and the Owner will pay for the tests directly, unless specified otherwise in the Contract;
- (3) May be inspected at the factory or fabrication plant of the supply source;

- (4) If approved by the Owner, may be submitted as representative samples to be inspected and tested; and
- (5) Must be retested at Contractor's sole cost if the initial test shows that the Contractor's Work does not comply with the Contract (Contractor to reimburse the Owner for the retesting cost).

5.2 Advance Notice. The Contractor must notify the Owner at least:

- (1) 48 hours before starting any part of the Work;
- (2) 24 hours before testing any part of the Work; and
- (3) 48 hours before working on a Saturday.

5.3 Removal and Replacement. The Contractor must:

- (1) Remove and replace material, articles, supplies, equipment, or any part(s) of the Work that do not meet the Contract Documents requirements within the time required by Owner at Contractor's expense, including fees for required additional testing, inspections, engineering services, or other consulting services;
- (2) Uncover and replace at its sole cost any portion of the Work that has been covered without the required testing or contrary to the Owner's written directives; and
- (3) Even if the Contract Documents do not require a test or inspection prior to covering up the Work, Contractor shall uncover, expose, or make available any portion of the Work for inspection or testing if the Owner determines that it is necessary. If the covered part of the Work does not comply with the Contract, the Contractor must pay the costs associated with uncovering, testing, inspecting, and replacing that part of the Work. If that part of the Work complies with the Contract, the Owner will issue a Change Order that provides for an increase in the dollar amount for the applicable Work Order or an extension of time to complete the applicable Work Order, or both, directly related to the Contractor's expense of uncovering, inspecting, testing, and re-covering that part of the Work.

5.3.1 The Contractor, or the Surety upon Owner's demand and absent any other default by Contractor, must pay the additional costs specified in this Section 5.3 within ten (10) calendar days of Owner's written notice to Contractor or Surety, or if sufficient funds remain payable in the Contract, the Owner may deduct the additional costs from Contractor's next payment(s) due. If the Contractor does not remove, replace, and correct the rejected part of the Work according to the Owner's notice, the Owner may remove,

replace, or correct the rejected part of the Work and store salvageable materials, all at Contractor's or its Surety's expense.

5.4 Access to Project Site(s). The Contractor must:

- (1) Allow the Owner, and federal and state agencies participating in the Project, access to any Project site(s) and records relating to the Project; and
- (2) Provide proper facilities for access, inspection and testing.

The Owner may enter any Project site(s) to observe and inspect the Work and to construct or install collateral work.

5.5 Owner Approval. The Owner's approval of tests, inspections, or replacement of Work does not relieve the Contractor of its obligation to perform the Work according to the Contract Documents.

6. SURVEYS AND PERMITS.

6.1 Surveys. The Owner will establish control points for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work, as shown in the Contract Documents. The Contractor must:

- (1) Furnish all necessary construction staking and markers at its expense;
- (2) Contract with a qualified surveyor to stake Work required by the Contract;
- (3) Pay the cost to replace stakes or markers removed or destroyed by Contractor's negligence; and
- (4) Maintain a suitable Architect's or Engineer's level at any Project site(s).

6.2 Permits and Licenses. The Contractor must obtain and pay for all permits and licenses required to perform the Work, unless otherwise provided for in the Contract Documents. The Contractor will comply with and give notices required by applicable laws, rules, regulations, and requirements of public authorities. The Contractor must obtain and pay all charges for street closings and traffic control necessary to perform the Work. The Contractor bears the cost of correcting violations of the applicable laws, rules, regulations and requirements of public authorities.

7. PROTECTION OF WORK, PROPERTY AND PERSONS.

7.1 Safety. The Contractor must initiate, maintain and supervise all safety precautions and programs in connection with the Work, including:

- (1) Protecting the safety of and preventing injury, loss, or damage to its

employees, Subcontractors, Owner's employees, and other persons at or adjacent to any Project site(s) during the Work;

- (2) Where applicable, furnishing and erecting barricades, fences, lights, and any other safety precautions required by the most current version of the Texas Manual on Uniform Traffic Control Devices;
- (3) Establishing adequate detours for streets blocked to traffic;
- (4) Preventing damage to property on or adjacent to any Project site(s) not designated for removal, relocation, or replacement during the Work, including trees, shrubs, plants, lawns, sidewalks, pavement, roadways, structures and utilities;
- (5) Preventing injury or damage to any part of the Work and the materials or equipment to be incorporated into the Work, whether stored on or off site;
- (6) Not removing trees, plants or shrubs without the Owner's prior written consent;
- (7) Providing suitable temporary bridges across trenches that block driveways, as directed by the Owner; and
- (8) Providing temporary drainage, as necessary.

7.2 Damage to Property. The Contractor must:

- (1) Monitor and promptly replace barricades and warning devices that are damaged or removed;
- (2) Except as provided in this Section, replace or repair, at its sole cost, public or private property damaged, destroyed, or removed by the Contractor during the Work;
- (3) Repair or pay for the repair or replacement of underground utility, cable, telecommunications, and other facilities covered by the Act that are damaged by Contractor; and
- (4) Not unload any track type construction machinery on existing pavement, or cross over any existing pavement or curb with the track type construction machinery.

7.3 Utilities and Underground Facilities. The Contractor must:

- (1) Locate all underground obstacles. The Owner does not represent that the Plans and Drawings accurately show the location of all sewer, water, gas, telephone,

cable, electric, petroleum, or other underground facilities;

- (2) Not interrupt utility services unless necessary to perform the Work;
- (3) Before excavating, contact the Texas Underground Facility Notification Corporation as required by the Act; and
- (4) Contact the Owner and other companies not subject to the Act that have facilities in, on, under, or adjacent to any Project site(s) at least one week before performing any Work that will affect the Owner or any of the other companies' facilities. The Contractor must comply with the Owner's reasonable requirements to minimize the impact or the interruption of utilities to utility customers.

7.4 Project Site Clean Up. The Contractor must:

- (1) Keep any Project site(s) reasonably clean at all times;
- (2) Dispose of surplus materials;
- (3) Clean up the Project site(s) at the end of the Work and remove all remaining equipment, scrap materials, and temporary structures;
- (4) Restore existing facilities and property to a comparable condition they were in when the Work began; and
- (5) Secure equipment and materials in advance of a hurricane or other natural disaster as required by the Owner.

8. CONTRACTOR STATUS AND SUPERVISION. The Contractor is an independent contractor and not an agent or servant of Owner. The Contractor must supervise and direct the Work according to the Contract requirements and is *solely* responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor must employ and maintain at any Project site(s) a qualified Superintendent whose name has been submitted to the Owner. The Superintendent must:

- (1) Have authority to act on behalf of the Contractor and all communications given to the Superintendent are binding on the Contractor; and
- (2) Keep in daily contact with and be able to effectively communicate with the Owner's representative during the Work.

9. CONTRACT CHANGES.

9.1 Change Orders Required. The Contract Price may only be changed by Change Order.

9.2 Owner Changes. During the Contractor's performance of the Work the Owner may:

- (1) Order changes to the Work;
- (2) Make necessary changes to the Plans, Drawings, or Specifications; or
- (3) Increase or decrease the quantity of Work to be performed or materials, equipment, or supplies to be furnished.

If the Owner and Contractor agree that the change increases or decreases the Contract Price, the Owner will issue a Change Order within thirty (30) calendar days of the decision to equitably adjust the Contract Price. The Contractor must continue the Work pending Contractor's receipt of the Owner's executed Change Order. Minor changes that are consistent with the scope of the Work will not result in a Change Order to increase the Contract Price.

9.3 Contractor Changes. The Contractor may request changes to the Work, by submitting a written request to the Owner describing the:

- (1) Proposed change;
- (2) Reason for the change; and
- (3) Effect on the Contract Price.

The Contractor must submit all documentation reasonably required by Owner that supports Contractor's Change Order request. If the Owner determines that the change is necessary or beneficial and increases or decreases the Contract Price, the Owner will issue a Change Order within thirty (30) calendar days of the Owner's determination to issue a Change Order that equitably adjusts the Contract Price. The Contractor must continue performing the Work pending Contractor's receipt of the Owner's executed Change Order.

9.4 Disputed Change Orders and Effect of Agreement. The Contractor may file a Claim as specified in these General Conditions if the Contractor disputes Owner's determination as to a requested Change Order. An agreement on any Change Order is a final settlement of all the Contractor's Claims arising out of or relating to the change to the Work that is the subject of the Change Order, including all direct, indirect, and impact costs associated therewith and any adjustments to the Contract Price.

9.5 Delays. The Contractor may request a Change Order to extend the time to complete a Work Order for a delay to the Work caused by:

- (1) Force Majeure; or
- (2) Owner's changes to the Work, as specified above.

Within five (5) calendar days of the beginning of the delay, the Contractor must give written notice to the Owner identifying the cause of the delay and the anticipated effect of the delay on the progress of the Work. Within five (5) calendar days of the date that the delay ends, the Contractor may submit to the Owner a written Change Order request for an extension of time for completion of the Work Order. The written request must state the:

- (1) Cause of the delay;
- (2) Date the delay began and ended;
- (3) The effect of the delay on the progress of the Work;
- (4) Number of calendar days or Working Days requested for the time extension;
- (5) Facts that show the delay and the need for a time extension; and
- (6) Any other relevant information reasonably requested by the Owner.

THE CONTRACTOR'S SOLE REMEDY FOR A DELAY, HINDRANCE, INTERRUPTION, OR OBSTRUCTION TO THE WORK IS AN EXTENSION OF TIME TO COMPLETE A WORK ORDER. THE CONTRACTOR WILL NOT RECEIVE ANY COMPENSATION OR DAMAGES FOR A DELAY, HINDRANCE, INTERRUPTION, OR OBSTRUCTION TO THE WORK.

9.6 Value of Work. The Owner will determine the value of any Work covered by a claim for an increase or decrease in the Contract Price by using one or more of the following methods in the listed order of precedence:

- (1) Unit prices previously approved;
- (2) An agreed-upon lump sum amount; or
- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the item of Work *plus* an agreed upon amount not to exceed fifteen (15) percent of the actual cost of the item of Work to cover the cost of the Contractor's general overhead and profit.

9.7 Changes to Contract Price. The Contract Price:

- (1) May not be increased by more than 25% through Change Orders; and
- (2) May not be reduced by more than 25% through Change Orders without the Contractor's consent.

9.8 Claims.

9.8.1 Notice of Claim. The Contractor must submit a written document to the Owner clearly titled “Notice of Claim” within five (5) calendar days of Contractor’s discovery of an event that may result in a Claim. The Notice must clearly identify the basis for the complaint and the impact or damages that may happen or have happened. If the impact or damages cannot be assessed as of the date of the Notice, the Contractor must amend the Notice at the earliest possible date that is reasonable. The Owner must have timely, specific Notice of a Claim so that problems or potential problems can be mitigated promptly.

9.8.2 Claim. In addition to the Notice of Claim above, the Contractor must file with the Owner and Engineer a document titled “Claim” within sixty (60) calendar days of the event resulting in a claim for damages, which Contractor agrees is a reasonable notice requirement.

9.8.3 Receipt of Notice of Claim. After receipt of a Notice of Claim, the Owner may refer the matter to another party for review. The Contractor must attend meetings scheduled to review and discuss the Claim and must furnish reasonable factual back-up for the Claim. The Contractor must diligently continue performing the Contract during pendency of the Claim, excepting termination of the Contract or Owner’s direction to stop the Work.

9.8.4 Waiver of Claims. The Contractor waives a Claim or portion of a Claim that is not the specific subject of a Notice of Claim under Section 9.8.1 and Claim under Section 9.8.2.

9.8.5 Resolution of Claims. If a Claim is not resolved within three months of the date of Contractor’s application for final payment through the Claim procedures or mediation, the Contractor is entitled to institute litigation on the Claim in a court with jurisdiction in Fort Bend County, Texas.

9.8.6 Calculation of Claim Amount. In calculating the amount of a Claim:

- (1) Indirect or consequential damages are not allowed;
- (2) Recovery cannot be based on a comparison of planned expenditures to total actual expenditures, a comparison of planned manloading to actual manloading, estimated losses of labor efficiency, or any other analysis used to show damages indirectly;
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
- (4) Home office overhead, other home office charges, or any Eichlay

formula calculation is not allowed;

(5) No profit is allowed.

10. TIME TO COMPLETE WORK.

10.1 Contract Time. The Contractor must:

- (1) Begin the Work on the date specified in each Work Order; and
- (2) Complete each Work Order as specified in the Work Order.

11. DIFFERING SITE CONDITIONS.

11.1 Disturbance of Condition. Except in cases of emergency the Contractor must give the Owner at least three (3) calendar days advance written notice before the Contractor disturbs a subsurface condition, latent physical condition, unknown physical condition, or unusual physical condition, if any of those conditions differ materially from a condition indicated in the Contract.

11.2 Investigation. When the Owner receives the Contractor's written notice, the Owner will promptly investigate the condition. If the Owner determines that the condition materially differs from the Contract and will cause an increase or decrease in the Contract Price, the Owner will issue a Change Order to equitably adjust the Contract Price.

12. SUSPENSION OR TERMINATION OF WORK.

12.1 Owner's Termination for Contractor Default.

12.1.1 Basis for Termination. The Owner may declare the Contractor in default of the Contract if the Contractor:

- (1) Violates a term of the Contract;
- (2) Does not employ or use skilled workers on the Project or an adequate number of workers;
- (3) Does not timely pay its Subcontractors, workers, or Suppliers;
- (4) Does not comply with laws, regulations, rules, and orders applicable to the Work;
- (5) Disregards the Owner's authority under the Contract; or
- (6) Ceases to perform the Work at any Project site(s) and does not resume the Work within ten (10) calendar days after receiving written notice from the Owner to resume the Work.

12.1.2 Notice of Default. The Owner will give the Contractor and Surety notice of the default in writing citing the terms of the Contract that have been breached and what action the Contractor must take to cure the default. If the Contractor fails to cure the default within thirty (30) calendar days of the Owner's notice, the Owner may, without prejudicing any other rights or remedies, provide a second written notice to the Surety and Contractor that terminates the Contract.

12.1.3. Contractor's Obligations Upon Receipt of Notice of Termination. Upon receipt of Owner's notice of termination of the Contract, the Contractor must:

- (1) Stop the Work;
- (2) Not remove any materials, equipment or supplies located at any Project site(s);
- (3) Not enter into any Subcontracts or place any further orders for Supplies or products for the Work;
- (4) Terminate all orders and Supplier and Subcontractor contracts that relate to the remainder of the Work or, as directed by Owner, assign to the Owner all the Contractor's rights and interest in Supplier and Subcontractor contracts;
- (5) Protect and preserve property related to the Work at any Project site(s); and
- (6) Perform safety measures to protect the Work already performed at any Project site(s).

12.1.4 Use of Materials and Equipment. The Owner, Surety, or the completing contractor of either the Owner or Surety, may use the materials, equipment, and supplies located at any Project site(s) to complete the Work, which will be reflected in the cost to complete the Work and for which the Contractor will not receive a credit to or reduction in the Contract Price.

12.1.5 Surety's Failure to Comply with Performance Bond. If the Surety fails to take any of the prescribed actions identified in the Performance Bond within thirty (30) calendar days of the Surety's receipt of the Owner's termination of the Contract, the Owner may complete the Work or contract with another contractor to complete the Work. The Owner will apply the remaining Contract balance to the Owner's entire cost to complete the Work, including additional engineering fees, attorney's fees, and all other expenses caused by Contractor's default. Labor performed by Owner's work forces will be calculated based on each employee's hourly wage plus the cost of benefits. If the Owner's entire cost to complete the Work exceeds the Contract balance, the Contractor and Surety must pay the Owner the entire difference between the cost to complete the

Work and the remaining Contract balance.

12.2 Contractor's Termination or Suspension.

12.2.1 Owner's Default. The Contractor may declare the Owner in default if the Owner fails to pay the Contractor any amount due under an approved application for payment as required in the Contract. The declaration of default must be in writing and delivered to the Owner's City Manager at the address stated in the Contract Documents. If the Owner does not begin to cure the default within ten (10) calendar days of receipt of the Contractor's written notice, the Contractor may suspend the Work until the Owner complies with the Contract or wholly abandon the Work and remove all machinery, tools and equipment from any Project site(s) that have not been included in the Owner's payments to the Contractor.

12.2.2 Owner's Payment to Contractor. If the Contract is terminated under this Section 12.2, the Owner will pay the Contractor for the following, which is the limit of Owner's liability to Contractor:

- (1) All completed Work to the date of termination for which payment has not been made; and
- (2) The Contractor's reasonable expenses incurred to perform the Work that cannot be utilized on the Project.

12.2.3 Deductions from Payment to Contractor. The Owner may deduct from the payment any sums the Contractor owes the Owner under the Contract.

12.2.4 Suspension of Work. If the Contractor suspends the Work as allowed by this Section, the Owner will extend the time to complete any then-open Work Orders by the number of calendar days or Working Days (depending on the type of Contract) that the Work was suspended.

12.3 Force Majeure. If the Work is suspended for more than ninety (90) calendar days because of Force Majeure the Contractor may terminate the Contract after providing at least ten (10) calendar days' advance written notice to the Owner. If the Contract is terminated under this Section 12.3, the Owner will pay the Contractor for all completed Work to the date of termination plus any Work for which payment has not been made.

The Owner may subtract from the payment any sums the Contractor owes the Owner under the Contract.

13. PAYMENTS TO CONTRACTOR.

13.1 Pay Applications.

13.1.1 Contractor's Submittal. By the 15th of each month the Contractor must submit to the Owner a pay application for Work performed in the preceding month. The

Contractor must sign the pay application request and include with it:

- (1) The estimate for Work performed during the period covered by the pay application;
- (2) Supporting data, acceptable to the Owner, that shows the Owner's title to and Contractor's insurance for, the materials and equipment stored at or near any Project site(s) that have not been incorporated into the Work;
- (3) The Contractor's updated progress schedules and payroll documents; and
- (4) Any other data requested by the Owner, which may include releases from Contractor's Subcontractors and Suppliers for which Contractor has previously received payment.

13.1.2 Owner's Response. Within ten (10) calendar days of receipt of the monthly pay application the Owner will:

- (1) Approve the pay application; or
- (2) Return the pay application to the Contractor with written reasons for refusing to approve payment.

13.1.3 Pay Application Corrections. If the pay application is not approved, the Contractor may correct the pay application and resubmit it to the Owner.

13.1.4 Affidavit of Bills Paid. To receive payment for a Work Order, the Contractor must submit to the Owner an executed Affidavit of Bills Paid showing that all Subcontractors and Suppliers have been paid.

The Owner's issuance of payment does not release the Contractor or the Surety from any remaining obligations under this Contract. By accepting the payment for Work, the Contractor relinquishes any claims against the Owner arising out of the Contract and performance of the Work.

14. PERFORMANCE AND PAYMENT BONDS.

14.1 Performance Bond and Payment Bond. The Contractor must maintain a Performance Bond and Payment Bond meeting the requirements of this Contract in effect for the duration required by this Contract.

14.2 Furnishing Information. The Contractor must furnish information to the Subcontractors and Suppliers as required by Chapter 2253, Tex. Gov. Code.

15. ASSIGNMENT. The Contractor may not assign, sell, transfer, or otherwise dispose of this Contract or any part of this Contract without the Owner's prior written consent.

16. SUBCONTRACTS. The Contractor may use a Subcontractor to perform specialized parts of the Work, but may not award work to Subcontractors, the total value of which exceeds 50% of the Contract Price, without the Owner's prior written approval.

17. ENGINEER'S AUTHORITY. If an Engineer is listed in this Contract, the Engineer will assist the Owner during construction of the Project by providing the Owner with an opinion on the quality and acceptability of materials, equipment, and supplies furnished and Work performed. The Engineer may visit the Project site and determine if the Work is proceeding as required by this Contract.

18. LAND AND PROPERTY INTERESTS. Unless another Contract Document provides otherwise, the Owner will obtain title to all the land and all property interests, including easements and rights-of-way, needed for the Project, and will provide the Contractor with descriptions or maps of the same. The Contractor must provide, at its sole cost, any land needed for temporary construction facilities or storage of materials and equipment.

19. WARRANTY.

19.1 Warranty. The Contractor warrants that for a period of one year (measured from the end of the fiscal year to which the Work pertains) the:

- (1) Project will be free from faulty or poor quality workmanship;
- (2) Materials will not be substandard, faulty, or of poor quality; and
- (3) All parts of the Project will meet the appearance, quality and performance that applied when the Warranty period began.

19.2 Notice. The Owner will promptly notify the Contractor in writing if the Owner observes any part of the Work that does not meet the requirements of 19.1(1)-(3) above (Nonconforming Work) during the applicable one-year warranty period. The Contractor must promptly correct the part of the Nonconforming Work. If the Contractor does not correct the Nonconforming Work within thirty (30) calendar days of receiving the Owner's written notice, the Owner may seek any remedies provided by law, or correct the Nonconforming Work and charge the Contractor the Owner's actual cost of correcting the Nonconforming Work. If the Owner corrects the Nonconforming Work, the Contractor must pay the Owner's cost within thirty (30) calendar days of receipt of an invoice from the Owner. The Contractor's warranty obligations survive termination of the Contract.

20. TAXES.

20.1 Payment of Taxes. The Contractor must pay all taxes that apply to the Work. The Owner is a tax exempt entity under Section 151.309, Texas Tax Code. The Owner will provide

the Contractor with a copy of the Owner's tax exempt certificate for purchases that are exempt from payment of a sales tax.

21. UNIT PRICES. If any of the Work is paid on a unit price basis, the Owner will pay the Contractor based on the actual quantities of Work performed or materials furnished. The Owner will not pay the Contractor for any damages, lost profits, or any other losses or claims based on the difference between any estimated quantities shown in the Concrete Pavement Lifting – Missouri City, Texas IFB #112-14 and the actual quantities of Work performed or materials furnished.

22. RECORD DRAWINGS. During the progress of the Work the Contractor must keep one set of prints marked to show the final location, final grades, sizes and types of the various facilities, equipment, piping, valves, instruments and other major items of the Work. The Contractor must furnish to the Owner this set of prints, along with a complete set of "record drawings" that show the Project, as constructed, if applicable.

23. NOTICE. All notices will be in writing and may be delivered by mail, in person, or by facsimile. Mailed notice is deemed received three (3) calendar days after the date of deposit in the United States mail. All notices will be delivered to the following addresses:

To the Contractor: Contractor's Address Shown in the Contract

To the City: Henry Vavrecka, Public Works
City of Sugar Land
111 Gillingham Lane
Sugar Land, Texas 77478

24. DISPUTE RESOLUTION PROCEDURES. If the Owner or Contractor disputes any matter relating to this Contract, the parties will, in good faith, before bringing any legal action, try to settle the dispute by submitting the matter to mediation before a third party selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

25. COMPLIANCE WITH LAWS.

25.1 Compliance with Laws. The Contractor must comply with all laws, ordinances, rules, and regulations that apply to the Work and Project. The Contractor, also, must comply with the following, whether or not applicable by other law, ordinance, rule or regulation:

- (1) Texas Department of Highways and Public Transportation—Texas Manual on Uniform Traffic Control Devices for Streets and Highways (for street, bridge and drainage projects);
- (2) U.S. Department of Labor Occupational Safety and Health Administration—Safety and Health Regulations for Construction—Excavation, 29 CFR 1926, Subpart P, as amended;
- (3) The City of Sugar Land Stormwater Management Program, the Texas

Commission on Environmental Quality's Texas Pollutant Discharge Elimination System (TPDES) regulatory and permit requirements, and all other laws and regulations related to storm water;

(4) The City of Sugar Land Design Standards; and

(5) Environmental Laws.

25.2 Hazardous Substances. If the Contractor encounters what it believes to be a Hazardous Substance on the Project site or that may affect the Work, the Contractor must stop work in the area immediately and report the condition to the Owner and Engineer in writing and may not resume the Work until the Owner provides written notice to the Contractor to do so.

ATTACHMENT 2

DRAWINGS AND SPECIFICATIONS, INCLUDING ANY SPECIAL SHORING REQUIREMENTS

*(See Attachment 3 - Contractor's Bid in Response to Invitations for Bids for Term Contract for
Concrete Pavement Lifting – Missouri City, Texas IFB #112-14)*

ATTACHMENT 3

**CONTRACTOR'S BID IN RESPONSE TO INVITATIONS FOR BIDS
FOR TERM CONTRACT FOR CONCRETE PAVEMENT LIFTING –
MISSOURI CITY, TEXAS IFB #112-14**

(See Attached)



Invitations for Bids
For
**Term Contract for
Concrete Pavement Lifting**

IFB # 112-14

ISSUED BY THE PURCHASING OFFICE OF THE CITY OF MISSOURI CITY, TEXAS

Sealed bids, subject to the terms and conditions of this Invitation for Bids, for the above referenced will be received by the Purchasing Manager of the City of Missouri City until the bid opening time at which time the bids will be opened and publicly read. Bids received after the specified time will be returned unopened.

SUBMIT RESPONSES TO: City of Missouri City, Sealed Bid Box, 1522 Texas Parkway, Missouri City, TX 77489

SUBMIT NO LATER THAN: 2:00 PM Local Time, April 22, 2014


MARK ENVELOPE: "IFB 112-14 Concrete Pavement Lifting"

CONCRETE RAISING CORPORATION.
LEGAL NAME OF CONTRACTING COMPANY

DUANE ERNST SALES MANAGER
CONTACT PERSON TITLE

713-991-1777 713-991-6829 CRC-Hou@hotmail.com
TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS

10118 Mosses Rd. HOUSTON, TX 77075-3129
COMPLETE MAILING ADDRESS CITY/STATE ZIP


AUTHORIZED SIGNATURE

IMPORTANT: ALL BIDS SUBMITTED MUST BE SIGNED ON PAGE 57

Unsigned bids will be disqualified.

PLEASE SUBMIT TWO (2) COPIES OF ALL PAGES OF THIS BID DOCUMENT

STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT MADE, entered into and executed by and between the CITY OF MISSOURI CITY, a body corporate and politic under the laws of the State of Texas, hereinafter called "CITY", and bidder named on page one of this instrument hereinafter called "CONTRACTOR".

WHEREAS, the CONTRACTOR represents that it is fully capable of making and qualified to provide assistance to the CITY and CONTRACTOR desires to perform the same;

NOW, THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants and agreements herein contained, do mutually agree a follows:

This document and included instrument is the entire contract and recites the full consideration between the parties, their being no other written or parole agreement.

That the bid and specifications contained herein together with this instrument shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the City agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto.

SECTION I
INVITATION FOR BIDS IMPORTANT INFORMATION

- A. SCOPE:** The City intends to hire one or more general contractor(s) to provide all material, labor, and equipment necessary to perform repairs to:

- 1) settled concrete sidewalk pavement by jacking the slab with cementitious slurry material;
- 2) perform street raising for the purpose of eliminating swales, birdbaths and related pavement failures on concrete thoroughfares;

all at various locations in the City on an as-needed basis. Individual task items will be bid on a unit cost basis. The work will be requested through work orders issued in increments of no less than \$2,500.00 at a time. All costs anticipated by the contractor for which it shall seek reimbursement **MUST** be included in the unit prices solicited on the attached bid sheet. This includes any delivery, fuel surcharge or other miscellaneous charges.

Bidders are not required to bid on all three sections on Exhibit A Bid Sheet. Contracts will be awarded for each Section. Not bidding on a particular section will not disqualify a bidder from being awarded either of the remaining sections.

- B. PRE-BID CONFERENCE:** There is no scheduled pre-bid conference.
- C. BID AWARD:** After approval by City Council, this contract shall be executed and all required documentation provided before a notice to proceed will be given by the City.
- D. POINT OF CONTACT:** All questions shall be submitted via emailed to aguerrero@missouricitytx.gov, Alfonso Guerrero Jr., Purchasing and Risk Manager. The deadline for submitting questions is 2:00 PM local time, April 17, 2014.
- E. STATEMENT OF QUALIFICATIONS:** A statement of the qualifications of the bidder must be submitted using the form provided herein. The Owner may make investigations as necessary to determine the ability of the bidder to perform the Contract Work. The Owner reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations. Bids will be considered only from qualified bidders.

Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with necessary capital, machinery and material to begin the work promptly and to conduct it as required by these specifications

- F. LIST OF SUBCONTRACTORS:** A list of subcontractors of the bidder must be submitted using the form provided in Section X. Attach to Bid as necessary for the number of subcontractors anticipated on this project. It is expressly understood that the use of any

subcontractor other than those submitted with the Bid shall require written approval from the Owner.

- G. STATEMENT OF FINANCIAL CONDITION:** Upon request of the City, a statement of the financial condition of the bidder as reflected by the most recently prepared financial statement shall be submitted. The statement shall be submitted in a sealed envelope and will be examined only if the bid is actively considered for award. Statements of Financial Condition may be considered public record unless marked "CONFIDENTIAL".
- H. BID BOND:** If the total estimated contract amount ("Total Contract Amount Bid" on the Bid Sheet - Exhibit "A") exceeds \$50,000.00, a Certified or Cashier's Check drawn on a State or National Bank or a Bid Bond from an acceptable Surety Company authorized to transact business in the State of Texas, in the total amount of not less than five percent (5%) of the maximum amount of the bid payable without recourse to the City of Missouri City, Texas, must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute required bonds on the forms provided. The bid security will be forfeited to the owner by the Bidder as liquidated damages if the bidder fails to execute and deliver a contract and bonds as required. The Cashier's Check or Certified Check or Bidder's Bond shall be enclosed in a separate envelope clearly marked and attached to the envelope containing the Bid.
- I. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:** Per Sec. 2253.021 of the Texas Local Government Code, when the City makes a public work contract with a prime contractor, the City shall require the contractor, before beginning the work, to execute bonds with the City. Upon notice of award, the successful bidder shall provide:
- **PERFORMANCE BOND:** If the "Total Contract Amount Bid" amount shown on the Bid Sheet - Exhibit "A" is \$100,000 or greater, the performance bond shall be 100% of that amount. If the "Total Contract Amount Bid" amount shown on Bid Sheet - Exhibit "A" is less than \$100,000 a performance bond is not required. The performance bond shall be for a one year term. A new bond shall then be submitted each year if the contract is extended or renewed for an additional term. The performance bond is solely for the protection of the City; in the amount of the contract; and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
 - **PAYMENT BOND:** If the "Total Contract Amount Bid" amount shown on the Bid Sheet - Exhibit "A" is \$50,000 or greater, the payment bond shall be 100% of that amount. If the "Total Contract Amount Bid" amount shown on Bid Sheet - Exhibit "A" is less than \$50,000 a payment bond is not required. The payment bond shall be for a one year term. A new bond shall then be submitted each year if the contract is extended or renewed for an additional term. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

A bond required must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

A bond executed for a public work contract with the City must be payable to the City of Missouri City and in the form provided to bidder by the City.

The bond must clearly and prominently display on the bond or on an attachment to the bond:

- the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a contractor for any construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

J. TERM OF CONTRACT

A contract will be executed after Council makes its award. The initial period of service will begin on a negotiated start date through June 30, 2015 and will automatically renew on the anniversary date each year unless either party notifies the other of intent to non-renew in writing prior to the anniversary date. Each renewal will be in one (1) year increments, with the total contract length of four (4) years.

The City of Missouri City reserves the right to terminate its contract with the contractor at any time during the term of the contract, without cause, with a written thirty (30) notice to terminate and pay the contractor for work performed to date.

K. ESTIMATED QUANTITY

The City plans to budget a total of \$250,000.00 for the initial contract term for the various items listed on Bid Sheet Exhibit "A". However, the City makes no guarantee as to the exact amount spent. Bidders shall bid unit prices based on the estimated budget. The City makes no estimate on the quantity of work for each individual line item. At such time that the City desires to have work performed under this contract, the contractor shall prepare an estimate of the quantity of each line item to be used in completing the work for submission to the City's project manager. Upon acceptance of the estimate, the City shall issue a work order for the amount of the estimate.

SECTION II TERMS

A. DEFINITIONS AND SCOPE

1. **SCOPE OF CONTRACT AND SPECIAL PROVISIONS FOR SUPERVISION OF WORK.** It is understood and agreed that independent consulting Architects or Engineers may be engaged by the City and their identity and capacity shall not authorize independent agreements between Contractor and such Engineer or Architect, nor shall the latter be deemed to bear a legal relationship to either Contractor or City other than as evidenced by the City's contract with such consultant.
2. **DEFAULT AND VIOLATIONS OF CONTRACT:** If Contractor shall fail or refuse to take such measures as the Director of Public Works may determine to be necessary to insure the completion of the work within the time allowed thereof, or if the work to be done under this contract shall be abandoned by Contractor, or if this contract, or any right or interest therein shall be assigned or sublet by Contractor otherwise than is herein specified, or if at any time said Director of Public Works shall certify in writing that Contractor is willfully violating or refusing to observe any of the conditions, provisions or stipulations of this contract or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work is not fully completed within the time allowed for its completion, then, in any such event, the City Manager shall be authorized at his election to order Contractor to discontinue all work under this contract by written notice given as herein provided.

Contractor and his employees shall thereupon discontinue all work upon said premises; and the City shall, upon such notice having been given, be authorized fully to enter upon said premises, through any designated officer, agent or contractor, and to take full possession of said work, and to order or contract for the completion of said work in any manner it may deem proper; and said City shall thereupon have a right to take full possession of, and to use for the purposes of said work, all materials, tools, implements or machinery previously provided by the Contractor for the site. All costs and expenses requisite to the completion of the work by the City whether accomplished by contract or otherwise, and including reasonable costs of supervision, together with damages for delay as herein specified, shall be charged to and paid by Contractor. If the cost of such completion by the City shall be less than the amount agreed to be paid to the Contractor hereunder, the Contractor shall forfeit by virtue of his default the right to any difference unless otherwise specified by the City Manager; if, however, the cost of such completion shall exceed the amount herein agreed to be paid to Contractor, then the Contractor or his bondsman shall pay to the City the amount of such additional costs and expenses to be fixed and determined as herein provided.

3. **ASSIGNMENTS.** Contractor shall not assign, transfer, convey, or otherwise dispose of this contract, or any right, title or interest in, to or under the same, without previous consent in writing of the City, to be endorsed hereon or hereto attached. Contractor

shall not assign by power of attorney or otherwise any of the monies or other considerations to become due and payable by the City under this contract; unless by and with the consent signified in like manner.

And in any event whatsoever, whether by such consent, by operation of law or otherwise, any and all such assignments or transfers, and the entire subject matter thereof, shall be and remain subject to all rights of the City herein or otherwise provided, and no waiver of this stipulation can be invoked against the City. In no event shall the City be liable in excess of the consideration of this contract in the case of any such assignment, transfer, or conveyance of the work or performance which is the subject hereof.

Notwithstanding the foregoing, it is understood and agreed that the Contractor may subcontract with other persons and entities to perform any of the work at the site, provided such subcontractors have been approved by the City in accordance with the Instructions to Bidders and General Conditions of this contract.

B. SCOPE OF WORK

1. **DESCRIPTION AND LOCATION.** The site of the work herein contemplated is located and described generally on page one of this contract. This contract is performable exclusively in Missouri City, Fort Bend County, Texas.
2. **GENERAL UNDERSTANDING.** Contractor at his own cost and expense shall furnish all supervision, tools, implements, machinery, labor, materials and accessories, such as are necessary and proper for the purpose, and pay all permit and license fees, and shall at his own cost and expense construct, build and complete, in a good, first class, substantial and workmanlike manner, the structures, work and improvements herein described or referred to in and upon a certain parcel or parcels of land hereinafter described or referred to, all according to this contract and the included instruments, prepared by the Public Works Department and now on file in the office of the Department of Public Works; and according to field interpretations to be furnished Contractor by the City upon request. If figures or quantities of materials, supplies or other items needed for this project are furnished in the plans and specifications, same shall be understood to be estimates only and the Contractor shall be paid for actual quantities required.

It is the responsibility of the Contractor to make certain that the contract and included instruments are in accordance with applicable laws, ordinances, rules, building codes and regulations. If the Contractor observes that the contract and included instruments or portions thereof are at variance therewith in any respect, he shall promptly notify the Director of Public Works in writing, and any necessary changes shall be accomplished by appropriate modifications. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Director of Public Works, he shall assume full responsibility thereof and shall bear all costs attributable thereto.

3. **WORK UNDERSTOOD BY CONTRACTOR.** Contractor declares that prior to the submission of his bid on this contract he has thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the "included instruments" as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location.
4. **IMPLIED WORK.** Any work or materials that may have been omitted in the description of said project, but the use of which is implied or necessary to the project's completion, shall be deemed to be included in this contract and shall be furnished by the Contractor as if the same had been stated specifically, without any additional charge to the City.
5. **INCIDENTAL WORK, CONNECTIONS AND PASSAGEWAYS.** The Contractor shall do and perform all implied or incidental work necessary to completion of this contract including, but not by way of limitation, the following: Shall make and provide all suitable connections with existing improvements as are necessarily implied herein for proper completion of the project; shall provide passageways or leave open such thoroughfares in the work area as may be required by risk; and shall continuously maintain the work area in a clean and workmanlike manner and prior to final acceptance of the work, restore the site to its prior conditions to the extent permitted by the improvement. All of said incidental work to be done to the satisfaction of the City at Contractor's own cost and expense. If the Contractor fails to maintain the work area in a clean and workmanlike manner or fails to clean up at the completion of the work, the City may do so and the cost therefore shall be charged to the Contractor.
6. **MATERIAL AND WORKMANSHIP:** All materials must be of the specified quality and samples approved, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or drawings. All materials furnished and all work done must be satisfactory to the Engineer. Work not in accordance with these specifications, in the opinion of the Engineer, shall be made to conform thereto. Unsatisfactory material will be rejected, and, if so ordered by the Inspector, shall at the Contractor's expense, be immediately removed from the vicinity of the work.

Materials delivered along the line of the work shall be neatly, safely and compactly piled up along the right of way in such manner as to cause the least inconvenience and damage to property owners and to the general public, and shall not be closer than three feet to any fire hydrant. Public and private drives and street crossing shall be kept open. Shade trees and other improvements shall be protected from any damage by stone, earth or otherwise.

Injury to lawns, sidewalks, streets or other improvements must be made good by the Contractor to the satisfaction of the Engineer.

The Contractor warrants that materials used by the Contractor shall conform to the specifications. However, if the specifications are silent, only the best quality materials shall be used, and in the event of dispute as to the relative quality of materials, the selection of the Director of Public Works shall be final.

The Contractor warrants that said work shall be executed in a good, thorough and workmanlike manner, to the satisfaction of the Director of Public Works who, together with all assistants and inspectors under his direction, or in the employment of the City for the purposes of said work, shall at all times have free access to the project site, stores and materials, and shall be privileged to take such samples of all materials and to cause tests of materials or of any part of the work to be made except as otherwise provided in the specifications. Contractor shall render all assistance required of him by the Director of Public Works or his aforementioned assistants or inspectors in connection with any such tests, and if any part of the work or the materials used shall be found unsuitable or improper, either wholly or in part, Contractor shall correct or remove such defective work or materials from the project site and contractor shall pay the cost of any retesting of such corrected work or materials. In connection with the visual inspection or materials testing contemplated herein, it is clearly understood that the City exercises no right to control the means of accomplishing the end product of the work and no approval of any phase of the construction project by any of the City's agents or inspectors shall relieve the Contractor from full compliance with the specifications regarding the work product and any additional cost or delay occasioned by defects in the work or failure to meet specifications at any such phase shall be borne by the Contractor.

7. **CONTRACTOR'S RISK.** Contractor shall be responsible for the complete performance of and compliance with this contract, and for all materials on the ground or elsewhere, and for all the work performed under this contract, and shall protect the same from all loss or damage from any cause whatsoever until final completion and acceptance; and shall deliver said structures, work and improvements to the City in a completed and perfect condition in accordance with this contract.

C. BEGINNING AND COMPLETION OF WORK, DAMAGES FOR DELAY

1. **TIME TO BEGIN WORK.** The City will issue the contractor a Notice to Proceed that will establish the official start date of the contract. The work embraced in this contract shall be begun by the contractor within seven (7) days after the start date established in the Notice to Proceed and if such work were actually begun by Contractor before such notice, then the period of time herein allowed for the completion of the work shall begin to run from the date of this contract.

The Contractor shall pursue the work to its completion within the calendar days as specified in the Bid.

2. **DELAYS AND EXTENSIONS OF TIME.** If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or by changes ordered in the

work, or by fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Director of Public Works determines may justify the delay, then the contract time shall be extended by Change Order for such reasonable time as the Director of Public Works may determine. Any claim for extension of time must be made in writing to the Director of Public Works with the next monthly payment application after the commencement of the delay; otherwise it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

3. **COMPLETION.** Completion of the project will be considered only after all stipulations, requirements and provisions of this contract are faithfully completed and the project is delivered to the City for use. In the event that only minor items remain for completion, the Director of Public Works may issue a Certificate of Substantial Completion in accordance with Paragraph C-8, listing the exceptions; however, the completion date will not be effective until all items noted as exceptions in the Certificate of Substantial Completion have been corrected. The date of Substantial Completion of the Work is the date certified by the Director of Public Works when the improvements have been constructed in compliance with the terms of this contract, except for inadvertent or trivial omissions or deviations from the contract which do not impair the structure as a whole and are remedial without doing material damage.
4. **NO WAIVER OF CITY'S RIGHTS.** Neither the inspection or approval by said Director of Public Works or any inspector, officer or employee of the City, nor any order, measurement or certificate by said Engineer, nor any estimate or payment by the City for any part of said work, or material or method or equipment, nor any extension of time, nor any possession of the work or place taken by the City, or any officer or employer thereof at any time before final acceptance, shall operate as a waiver of any provision or obligation of this contract or of any right or power herein given or reserved to said City, or of any right to claim any indemnity or damages herein provided for; nor shall any waiver of any breach of this contract be deemed as a waiver of any other or subsequent breach; and every right or remedy under this contract or included instruments shall be cumulative, and in addition to all other rights and remedies.

D. PAYMENT

1. **INVOICING FREQUENCY.** Upon completion of each work order, contractor shall invoice the City for the work performed and submit to the City for payment. In lieu of monthly invoicing, the City shall not withhold retainage.
2. **PAYMENTS WITHHELD.** The Director of Public Works may withhold payment in whole or in part to such extent as may be reasonably necessary in his opinion to protect the City from loss because of:
 - a. Defective work not remedied.

- b. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
 - c. Damage to the Owner or another Contractor.
 - d. Reasonable evidence that the work will not be completed within the Contract Time, or
 - e. Failure to carry out the work in accordance with this contract and included instruments.
3. **CLAIMS FOR LABOR OR MATERIALS.** Contractor hereby agrees to promptly pay all persons supplying labor, services and materials in execution of the work provided for in this contract and any and all duly authorized modifications of said contract that may hereafter be made, and shall and will fully indemnify and hold harmless the City against any and all claims, liens, suits or actions asserted by any person, persons, firm or corporation on account of labor, materials or services furnished such Contractor during the execution of the work herein undertaken and Contractor shall execute a bond for this purpose as hereinafter set out. The Contractor warrants that title to all work, materials and equipment covered by a Monthly or Final Estimate will pass to the City either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no work, materials or equipment covered by a Monthly or Final Estimate will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
4. **DIRECTOR OF PUBLIC WORKS TO FINALLY DETERMINE ALL AMOUNTS PAYABLE OR CHARGEABLE.** It is specifically understood and agreed that subject only to the prices, terms and provisions specifically set forth in this contract and included instruments, the written estimates and certificates of the Director of Public Works shall be final in fixing and determining amounts payable or chargeable hereunder to Contractor by City as required by the other terms and conditions hereof, also in case of controversy, in fixing and determining all non-liquidated sums to be deducted and retained by City for any purpose whatever out of any funds estimated as payable alterations and/or extra work unless specified in said written order approving work.
5. **ALTERATIONS AND EXTRA WORK.** The City may issue Change Orders, approved by the signature of the City Purchasing Manager and City Manager, to make deletions, alterations, modifications or additions in the work for the purpose of perfecting the work herein undertaken or the ramifications thereof, and the Contractor shall execute the work as so changed, provided the entire cost of such extra work as results from such changes, including the cost of extra work resulting from any prior alterations, modifications, or additions so ordered, shall not exceed twenty five percent (25%) of the original amount of the contract. The cost for such extra work shall be determined and shall be arrived at as follows: Upon request, the Contractor shall quote

the cost for changes in the work showing separately credits and additional costs all broken down by headings used in the Schedule of Values or bid item pricing. Further breakdown into units of labor and materials may be required if agreement on cost cannot be reached using the breakdown by headings. The final cost shall be the amount of the Total Contract Value Change shown on the Change Order signed by the Contractor, the Director of Public Works, the Purchasing Manager, and the City Manager. For general construction work, not subcontracted, the Contractor shall consider as costs the actual invoice amount for additional materials, the wages paid for additional direct labor, plus a sum equal to fifteen percent (15%) of the total additional wages to cover additional labor-related costs such as insurance, taxes, and fringe benefits. To the total of the above additional costs, he will be allowed to add a maximum of fifteen percent (15%) of this total to cover his contractual requirements, overhead and profit combined.

For work completely subcontracted by the General Contractor, the Subcontractor shall figure his cost and overhead and profit as described above for General Construction Work. To the Sub-contractor's total cost the General Contractor will be allowed to add a maximum of five percent (5%) of the total as a fee to cover his entire cost and profit for managing the Sub-contractor's work. The cost of such extra work shall be added to the estimates payable to the Contractor by the City, all of which shall be effected under the terms and provisions of this contract. The Director of Public Works may order the Contractor to omit any part or parts of the work remaining to be done and the City shall not be bound to pay for such work so ordered to be omitted. No additional working time will be granted for alterations and/or extra work unless specified in said written order approving work.

E. INDEMNIFICATION

1. CARE TO AVOID ACCIDENTS OR INJURY TO PERSON OR PROPERTY.

During the performance of the work within the contemplation of this contract and until final completion and acceptance thereof, Contractor shall exercise the utmost care to avoid accident or injury to persons or property. He shall place and maintain all necessary barriers and safeguards, including watchmen, if necessary, about the work site for the prevention of accidents and at night shall maintain adequate lights and other warning devices, and generally shall take all precautions requisite to the protection of the general public and properties adjacent to the work site.

Contractor agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the contractor's trade to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Contractor's performance. Contractor agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by contractor pursuant to this Agreement, and contractor shall and does hereby agree to indemnify and hold harmless the City, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to

property or third persons caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of contractor, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract, and contractor will, at its cost and expense, defend, pay on behalf of, and protect the City and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the fault of contractor.

2. **PATENTS, ETC.** Contractor agrees that he will at all times pay all fees, royalties or license charges on all patented, registered or copyrighted machines, materials, methods or processes used in the construction of said work and supplied as a part of the finished work, or appurtenant thereof; and that he will ever hold the City free and harmless from any and all claims on account of the use of any machines, materials, methods or processes.

SECTION III INSURANCE REQUIREMENTS

A current certificate of insurance with the City named as an additional insured is required to be submitted to the Purchasing Office before the City will enter into a contract with a vendor. The certificate of insurance shall be an attachment as Exhibit "C" to the contract document. In addition, the City shall not enter into any separate indemnification or hold harmless agreements with the successful contractor(s).

A. POLICY REQUIREMENTS

Prior to the approval of this contract by the City, Contractor shall furnish a completed insurance certificate to the Purchasing Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. ***CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY***, and no officer or employee of the City shall have authority to waive this requirement.

B. INSURANCE COVERAGE REQUIRED

1. Worker's Compensation-Statutory and Employers Liability with minimum limits of \$500,000 each accident and \$1,000,000 each employee;
2. Commercial General (public) Liability insurance minimum limits of \$1,000,000 each occurrence including coverage.
3. Comprehensive Automobile Combined single limit for liability insurance, including bodily injury and property coverage of \$1,000,000 each accident.

C. ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

D. REQUIRED PROVISIONS

CONTRACTOR agrees with the respect to the above required insurance, all insurance contracts and certificate(s) of insurance *will contain and state, in writing, on the certificate or its attachment, the following required provisions:*

1. Name the City of Missouri City and its officers, employees, and elected representatives as an additional insured;
2. Provide for 30 days notice to City for cancellation, nonrenewal, or material change;
3. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Missouri City where CITY is an additional insured shown on the policy;
4. Provide for notice to the City at the address shown;
5. CONTRACTOR agrees to waive subrogation against the City of Missouri City, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
6. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

E. NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

City of Missouri City
Purchasing Office
Attn: Alfonso Guerrero
1522 Texas Parkway
Missouri City, Texas 77489

F. APPROVAL

Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

**SECTION IV
EQUAL OPPORTUNITY**

A. CONDITIONS

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

SECTION V INSTRUCTIONS

A. SUBMITTAL OF BIDS:

1. All bids must be submitted before the bid opening time and must be delivered in a sealed envelope addressed to the:
Sealed Bid Box, Purchasing Office, City of Missouri City, 1522 Texas Parkway, Missouri City, Texas 77489.
2. The envelope must be clearly marked with the Bidder's name, return address, the bid number, bid name, and the date and hour of the bid opening. Two (2) signed copies of the bid shall be submitted.
3. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. However, the bidder may withdraw a bid due to a material mistake in the bid, but may be subject to forfeiture of their bid bond.
4. Electronic bids will not be considered.
5. Samples, when required, must be submitted within the time specified, at no expense to the City of Missouri City. If not destroyed or used up during the testing, samples will be returned upon request at the bidder's expense.
6. By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.
7. All bids submitted must include:
 - **SIGNATURE SHEET SIGNED**
 - **BID SHEET(S) COMPLETED**
 - **ALL PAGES OF THIS BID DOCUMENT & CONTRACT**
 - **BID BOND (if required)**

B. REJECTION OF BIDS

1. The City will award the bid to the lowest responsible bidder. The City may reject any and all bids whenever it is deemed in the best interest of the City to do so.
2. In the event that a bidder is or subsequently becomes delinquent in the payment of his or its City taxes, or state and local sales tax, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. The City reserves the right to deduct any delinquent taxes from payments due bidder as a result of such contract.
3. The City may also waive any minor informalities or irregularities in any bid.

- C. **WITHDRAWAL OF BIDS:** A Bidder may withdraw his Bid before the time of the bid opening specified in the Invitation to Bidders, without prejudice to himself, by submitting a written request for its withdrawal, provided the request is received prior to the time of the bid opening. Bids may not be withdrawn after the time set for the bid opening without forfeiting their bid bond unless approved by the City Council.

40. **PAYMENT:** Invoices are to be emailed to the

City of Missouri City
Accounts Payable Division
accountspayable@missouricitytx.com.

All invoices must reference the purchase order number that will be provided by the City. Payment will be made within thirty (30) days after receipt of a correct invoice by Accounts Payable and approval of said invoice by the end user department as prescribed by Chapter 2251 of the Texas Local Government Code. NOTE: Failure to submit invoices to this address will delay payment. DO NOT submit invoices to any other address for payment.

- E. **INTERLOCAL PARTICIPATION:** The cities of Sugar Land and Stafford, Texas currently have inter-local cooperative purchasing agreements with the City of Missouri City, and therefore may purchase items off of this bid. Contractor agrees to honor the pricing of this contract and accept orders from those entities should they choose to participate in the contract resulting from the bid, and invoice them separately.
- F. **STATE OF TEXAS SALES TAX:** The Cost of the sales tax shall not be included in the bid. This contract is issued by an organization that qualifies for exemption pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act as codified in Section 151.309 of the Texas Tax Code, as amended.

The Contractor performing this contract may be exempt from certain sales tax in the purchasing, renting or leasing of materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's administrative rules, including Rules 3.2.91 and 3.357, and by complying with applicable State law including Chapter 351 of the Texas Tax Code. An exemption certificate will be signed where applicable, upon request.

- G. **EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK:** Bidders are required to submit their bids upon the following express conditions:

1. Bidders shall, prior to submitting any bid, to read the specifications, bid, contract and bond forms carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion, and to obtain all information required to make an intelligent bid.

2. Bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, facilities for delivery of materials and equipment, and as to methods of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.
3. The bidder shall familiarize himself as to the working conditions at the site; to roadway, railway, or other approaches to the site available to him; to the availability and accessibility of utilities; and to the space available for storage, for working and other factors pertinent to construction.
4. No information given by the Owner or any officials thereof, other than that shown on the plans and contained in the specifications, bids and other documents, shall be binding upon the Owner.
5. Bidders shall rely upon their own estimates, investigations, tests and other data that are necessary for full and complete information upon which the bid may be based. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examination, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the successful bidder.
6. Bidders shall satisfy themselves as to local conditions affecting the work, and no information derived from the maps, plans, specifications, profiles or drawings, or from the Engineer or his assistants, will relieve the Contractor from any risk or from fulfilling all of the terms of this contract. The accuracy of the interpretation of the facts disclosed by borings or other preliminary investigation is not guaranteed. Each bidder or their representative should visit the work site and familiarize their self with local conditions; failure to do so when intelligent preparation of their bids depends on knowledge of local conditions may be considered sufficient cause for rejecting a bid.
7. It is mutually agreed that submission of a bid is evidence that the bidder has made the examinations, investigations and tests required herein.

H. CLARIFICATION/INTERPRETATION OF CONTRACT DOCUMENTS, TECHNICAL SPECIFICATIONS AND CONTRACT PLANS:

1. If any person contemplating submitting a bid for this contract has any objections or is in doubt as to the true meaning of the specifications, he/she must submit to the City, prior to the deadline for submitting questions which is 2:00 PM local time, April 17, 2014.
2. Discrepancies, omissions, or doubts as to the meaning of Contract Documents, Technical Specifications, Contract Plans or other bid documents or any part thereof,

must be communicated in writing to the City for interpretation or explanation, prior to deadline for submitting questions.

3. All such requests for information shall be made in writing via email to the contact person listed on this bid.
4. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of specifications. Addendum receipt by the Bidder shall be acknowledged on the Bid form. It is the responsibility of the Bidders to ascertain if they have received all such addenda.
5. No oral explanation or oral instructions will be given before the award of the Contract. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. No other interpretation or explanation will be considered as official or binding.

I. FACILITY SERVICES: The Contractor shall furnish the facilities, electricity, and water for building purposes and pay for such until final acceptance by the City. He shall erect a temporary privy for workmen's use, keep same clean and remove upon completion of his contract.

J. MATERIALS: Any catalog or manufacturer's reference used in describing an item, equipment, or material in the specifications or on the drawing is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate the type and quality of item, equipment, or material. It is not the intention to discriminate against the products of other manufacturers. It is mentioned as a standard. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified. It is expected that the Contractor's bid be based upon the use of these materials or their approved equal.

K. CONDITIONS OF THE INVITATION FOR BIDS:

1. The Contract may be let to one or more Contractors or firms and he, or they, shall perform the work in accordance with the plans and specifications.
2. The Contractor shall furnish all materials. This shall be the best of its class as herein described.
3. The Contractor shall not let or transfer this contract, nor any part thereof (except only for the delivery of material), without the consent of the owner.
4. No subcontract shall, under any circumstances, relieve the Contractor of his liabilities and obligations under this contract, should such subcontractor fail to perform the work undertaken by him in a satisfactory manner.

5. The Contractor is responsible for seeing to it that all work is done in accordance with the building, sanitation, and other laws in force in the State of Texas and in the area the project is being done. Such laws are hereby made a part of this specification, and the same as if written in full herein. Any City permits required shall be pulled, but no fee shall be charged by the City for those permits.
6. The Contractor shall verify all lines, levels and dimensions shown on the drawings. He will be held responsible for the correctness of setting out work. The drawings and specifications are to be considered as cooperative, and any work shown on the plan and not described in the specifications, or vice versa, or any work obviously necessary to complete the work as planned is to be considered a part of the contract.
7. The Owner may at any time during the progress of the work make any additions or deletions from the original plans and specifications. These changes shall in no way affect or make void the original contract. In making these changes or deletions, the Owner shall first make an agreement with the Contractor in regard to the cost of the change or deletion. It will then be put in writing, setting forth the cost of the work added or deducted from the original contract price. This written agreement shall be signed by Owner and Contractor. These changes, however, must be designated in writing by the Owner at the time of laying out the work involved.
8. Each contractor shall give his personal direction to the work and also keep a competent and authorized foreman on the job at all times.

L. AWARD OF CONTRACT:

1. Unless the City of Missouri City elects to reject all bids, the City of Missouri City will award the Contract within ninety (90) days after the bid opening.
2. The City of Missouri City reserves the right to award separate contracts for individual sections or combinations of sections at the sole discretion of the City of Missouri City.
3. Where there is an error in extension of price, the unit price shall govern.
4. The City of Missouri City reserves the right to make changes in plans or specifications or to decrease or increase the quantity of work to be performed or materials equipment or supplies to be furnished. Change orders at the sole discretion of the City of Missouri City. The original contract price may not be increased by more than 25%. The original contract price may not be decreased by more than 25% without the consent of the contractor.
5. It is the intent of the City of Missouri City to award the bid to the qualified and responsible bidder(s) submitting the lowest bid based on each Bid Section or combination of Sections. Evidence of responsibility of the bidder will be made on the basis of considering construction duration and experience.

6. Upon the City's issuing an award of this bid, this bid shall be countersigned by an authorized representative of the City which will result in a binding contract without further action by either party.
- M. RESCINDING OF AWARD:** The City of Missouri City reserves the right to cancel the award of any contract before contract execution with no compensation due.
- N. EXECUTION OF CONTRACT AND BONDS (if required):** Bidder shall provide the following within fourteen (14) calendar days after written notification of award of the Contract:
1. Bonds
 2. Certificate of Insurance
- O. FAILURE TO EXECUTE CONTRACT AND BONDS (if required):** Should the Bidder to whom the Contract is awarded refuse or neglect to execute the Bonds, and Certificate of Insurance within fourteen (14) days after written notification of award of the Contract, the award may be annulled and the bid guarantee filed with the bid shall become the property of the Owner, not as a penalty, but as liquidated damages. An award may then be made to the qualified and responsible bidder (s) submitting the next lowest bid based on each Bid Section or combination of Sections.
- Such bidder shall fulfill every stipulation embraced herein, as if he were the party to whom the first award was made.
- P. NOTICE TO PROCEED:** The City of Missouri City may wait up to ninety (90) days after awarding the bid to give the Contractor a Notice to Proceed.

SECTION VI DEFINITION OF TERMS

DEFINITIONS: Wherever in these specifications or on the plans, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1. **A.S.T.M.:** American Society for Testing and Materials.
2. **AASHTO:** American Association of State Highway and Transportation Officials.
3. **BID DOCUMENTS:** The Bid Documents include the Concept Drawings, Specifications, and any changes thereto.
4. **BID:** The offer of the Bidder, made out in duplicate on the prescribed forms, giving prices for performing the work described in the Bid Documents.
5. **BIDDER:** An individual, partnership, corporation, etc., submitting a bid.
6. **CALENDAR DAY:** A calendar day is defined as a twenty-four hour period including Sundays and legal holidays.
7. **CHANGE ORDERS:** Written agreements entered into between the Contractor and the City, properly executed, covering alterations, changes, additions or deletions to the approved plans which are necessary for the proper completion of the work.
8. **CITY COUNCIL:** The duly elected members of the Council of the City of Missouri City, Texas.
9. **CITY:** The City of Missouri City, Texas.
10. **CONCEPT DRAWINGS:** Drawings prepared by Missouri City to reflect the desired project performance requirements. The Concept Drawings includes the project outline which details required construction items, work breakdowns, alternative features and will be used by the Contractor in the preparation for and performance of the project.
11. **CONSTRUCTION SUBMITTAL DRAWINGS:** Drawings which detail the various components of construction and the interrelations between them for the purpose of verifying compliance with building codes and construction standards.
12. **CONTRACT:** The agreement between the City and the Contractor covering the furnishing of material and performance of the work. The contract will include the Bid Documents, Contract Bonds and Change Orders.
13. **CONTRACTOR:** The individual, partnership, corporation, etc., with which the Contract is made to the City.

14. **DEPARTMENT:** The Department of Public Works, City of Missouri City, Texas.
15. **DIRECTOR OF PUBLIC WORKS:** The Department Head of the Department of Public Works.
16. **ENGINEER:** The Director of Public Works or his duly authorized representative either
or both being a duly authorized representative of the City of Missouri City.
17. **GENERAL CONDITIONS:** Additional instructions to the Bidder, of a more specific nature, pertaining to his responsibilities.
18. **IBC:** 2003 or latest edition of the International Building Code
19. **INSPECTOR:** The authorized representative of the City of Missouri City assigned to inspect any or all parts of the project and the materials to be used therein.
20. **INSTRUCTIONS TO BIDDERS:** Instructions of a general nature outlining the duties and responsibilities of a bona fide Bidder.
21. **LABORATORY:** The testing laboratories of the City or any other testing laboratory that may be designated or approved by the Director of Public Works.
22. **NEC:** 2001 or latest edition of National Electric Code.
23. **OWNER:** The City of Missouri City, Texas.
24. **PROJECT:** The specific phase, section or sections of the project with all appurtenances and construction to be performed thereon under the contract.
25. **SEQUENCE OF CONSTRUCTION:** The logical and proper order in which the work shall be accomplished, by stages and phases, by the Contractor unless ordered to do otherwise by a properly executed Change Order.
26. **SPECIAL CONDITIONS:** Detailed instructions to the Contractor setting forth his responsibility and the City's responsibility for proper execution of the work.
27. **SPECIFICATIONS:** The directions, conditions and requirements contained herein, supplemented by such "Change Orders" as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the contract. Where phrases, "directed by", "ordered by" or "to the satisfaction of the Engineer" or "the Inspector" occur, it is to be understood that the directions, orders, or instructions to which they relate are within the limitations of, and authorized by the contract. Where reference is made to specifications of A.S.T.M., AASHTO, Texas Department of Transportation Standard Specification,

City of Missouri City Infrastructure Ordinance, etc., it shall be construed to mean the latest standard in effect on the date of the bid.

28. **SUPERINTENDENT:** The representative of the Contractor authorized to receive and fulfill instructions from the inspector and who shall supervise and direct the construction.
29. **SUPPLEMENTAL SPECIAL CONDITIONS:** Detailed instructions to the Contractor setting forth his additional responsibilities of a special nature particular to an individual project not covered elsewhere.
30. **TCEQ:** Texas Commission on Environmental Quality: The ultimate State regulatory authority to which all components of the project must comply.
31. **T-DOT TEST METHOD:** Texas Department of Transportation Materials and Test Division Manual outlining testing methods and procedures.
32. **TECHNICAL CONDITIONS:** The specific instructions to the Contractor as to the manner, quality, methods and procedures of labor and materials to be employed in the execution of the various items of work.
33. **THE WORK:** The work shall include the furnishing of all Construction Submittal Drawings, labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the project and carrying out of all of the duties and obligations.
34. **WAGE RATES:** The general prevailing wage rate of the City of Missouri City, a copy of which is included and shall become a part of these specifications.

SECTION VII GENERAL CONDITIONS

A. IMPORTANT NOTES:

1. **COORDINATION OF PLANS AND SPECIFICATIONS:** The City will provide the contractor with one (1) complete and executed set of contract documents and five (5) additional sets of the approved plans (when applicable) prior the commencement of the work. Any additional sets of contract documents, specifications or plans shall be made by the contractor at the contractor's expense. The specifications and the approved plans, special provisions, referenced documents, and supplemental agreements are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative and to describe and provide for a complete work. In cases of disagreement, figured dimensions shall govern over scale dimensions, plans shall govern over specifications, and special provisions shall govern over both specifications and plans.

2. **ENGINEER:** On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, conflicting interests of Contractors and performing related work, and determination of costs, the decision of the Engineer shall be final.

Inspectors are required to see that all the provisions of the contract and specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractor's sole expense. But no approval by an inspector shall be construed into an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered, at any stage of orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer.

3. **CONTRACTOR:** The Contractor shall at all times be represented on the work in person or by a foreman or duly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor. When two or more contractors are engaged on installation or construction work in the same vicinity, the Engineer shall be authorized to direct the manner in which each shall conduct his work, so far as it affects other Contractors.
4. **SUBCONTRACTORS:** Subcontractors are subject to approval by the City. The contractor shall submit a list of all subcontractors, with qualification, to be use on the work, for approval. The use of any subcontractor, other than those submitted and approved, shall require written approval from the City.
5. **SAMPLES, SPECIMENS & TESTING:** The Contractor shall submit samples or specimens or such materials to be furnished or used in the work as the City may require.

The source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative samples of materials shall be submitted by the Contractor for testing or examination as described by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such methods and tests as are prescribed in these Specifications.

The City will select the testing laboratories for the different tests which must be accomplished in a laboratory such as soils, flexible base materials, concrete, etc. and the City will pay for these services directly. Tests conducted in the field, such as

hydrostatic testing, will be performed by the Contractor at his expense. The Contractor shall pay for all retesting.

All testing procedures used on this project shall conform to the City of Missouri City standards. The initial testing expense shall be borne by the Owner. If any of the test results do not meet the testing standards, it shall be the Contractor's responsibility to remove or replace such material so that the testing standards can be met. Additional testing to comply with these standards shall be at the Contractor's expense.

6. **CONSTRUCTION SCHEDULE:** Prior to Notice to Proceed by the Engineer, the Contractor shall submit a detailed construction schedule to the City for review and approval. This schedule will be used to assure completion of the job within the number of total days specified. The schedule shall be submitted as required in specifications and on the plans. The schedule shall be updated and resubmitted in printed form to the City on a monthly basis concurrent with all pay applications. If an updated and revised schedule is not submitted along with the monthly pay application, the pay application will be considered incomplete
7. **DELAYS:** The Contractor shall receive no compensation for delays or hindrances to the work. Application for extension of time must be approved by the owner, and such extension of time shall not release the surety from his obligations which shall remain in full force until the discharge of the contract.
8. **SUSPENSION OF CONTRACT:** If the Contractor fails to begin the delivery or commence work as provided in the contract, or fails to make deliveries of materials promptly as ordered, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer to insure a full compliance with the contract within the time limit, or if in the judgment of the Engineer, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, and in accordance with terms of this contract and of the plans and specifications, written notice may be served by the Engineer on such Contractor, or his agent or representative, to provide within a specified time for a satisfactory compliance within the contract, and if said Contractor neglects or refuses to comply with such notice, the owner may cancel or suspend the operation of all or any part of the contract and of the work hereunder, or it may, in its discretion, after such notice, purchase, any or all of the material without suspending the contract. Upon the suspension of a contract for furnishing material or machinery, the owner may purchase the material or machinery necessary in the opinion of the Engineer at the complete cost and expense thereof to the Contractor and his surety. Upon suspension of contract for construction of installation, the owner may, in its discretion, take possession of all or any part of the machinery, tools, appliances, materials and supplies used on the work covered by the contract, or that have been shipped or delivered by or on account of the Contractor for use in connection therewith, and same may be used either directly by the owner.

Or the owner may employ or purchase the material contracted for in such a manner as it may deem proper, or hire such force and buy such machinery, tools, appliances,

materials and supplies of the Contractor's, as may be necessary, in the opinion of the Engineer, for the proper conduct and completion of the work. If, in the opinion of the Owner, there is an emergency for the furnishing of certain material, or the performance of certain work, in order to insure compliance with the terms of the contract, and if the Contractor fails to furnish such material or to perform such work within a reasonable time fixed by written notice from the Engineer, to the Contractor, then the owner shall have the power to and it may at its election furnish such material and/or to perform such work at the expense of the Contractor and his subcontractor, who shall be liable thereof. In the determination of the question whether there has been such non-compliance with the contract as to warrant its suspension or the furnishing of material, or the performance of work by the owner as herein provided, the decision of the owner shall be final.

9. **CHANGES:** The Engineer may, without notice to the surety on the Contractor's bond, make such changes in the designs of materials or machinery or plans for installation or construction, or in the quantities or character of the work or materials required as he may deem advisable.

These changes in plans for installation or construction may also include modifications of shapes and dimensions of structures, and the shifting of locations and grades to suit conditions disclosed as work progresses.

If such changes result in an increase or decrease of cost to the Contractor, the Engineer will make such additions or deductions on account thereof, as he may deem reasonable and proper, and his action thereon shall be final. Extra work or material shall be charged for as hereinafter provided.

10. **EXTRA WORK, MATERIAL, AND EQUIPMENT RENTAL:** In connection with the work covered by these specifications and the contract of which they are a part, the owner may order work and materials and equipment rental not covered by the plans and specifications. When such items are ordered in writing by the Engineer, the Contractor shall be paid for these items at the price agreed to.
11. **CHANGES AT CONTRACTOR'S REQUEST:** If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with these specifications, and applies in writing for a modification of structural requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work, and is without additional cost to the owner.
12. **PERMITS:** Permits, fees and licenses necessary for the pursuit of the work shall be obtained and paid for by the Contractor. There will be no charge for City of Missouri City permits.
13. **INSPECTION:** All materials furnished and work done under this contract will be subject to rigid inspection. The Inspector shall at all times have access to all parts of the shop where material under his inspection is being manufactured. Material that does not conform to the specifications accepted through oversight or otherwise, may be

rejected at any stage of the work. Whenever the Contractor on installation or construction is permitted or directed to do night work, or to vary the period during which work is carried on each day, he shall give the Inspector due notice, so that inspection may be provided for. Such work shall be done without extra compensation and under regulations to be furnished in writing by the Inspector.

14. **ERRORS AND OMISSIONS:** The Contractor will not be allowed to take advantage of any error or omission in these specifications and/or plans. Suitable instructions will be given when such error or omission is discovered.
15. **CONTRACTOR AND SURETIES STILL BOUND.** No assignment, transfer or subletting, whether with or without the consent of said City, and no order of said City for or approval of any alternations or modifications in said specifications, plans, or work, and no change in the requirements or order for extra work made by the City as provided in this contract, shall ever in any manner release or diminish the responsibility of Contractor or any surety on any bond of Contractor, but on the contrary, such responsibility shall extend to and comprehend all such changes and other matters.
16. **SPECIFICATIONS AND DRAWINGS:** The Contractor shall keep on the work site a copy of these specifications and drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detail specifications shall be regarded as part thereof and of the contract. Anything mentioned in these specifications and not shown in the drawings or shown in the drawing and not mentioned in these specifications shall be done as though shown or mentioned in both. The Engineer will furnish from time to time such detail drawings, plans, profiles and information, as he may consider necessary for the Contractor's guidance.
17. **CHARACTER OF WORKMEN:** The Contractor shall not allow his agents or employees to trespass on premises or lands in the vicinity of the work. None but skilled foremen and workmen shall be employed on work requiring special qualifications, and when required by the Engineer, the Contractor shall discharge any person who commits trespass, or is in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the basis of any claim or compensation or damages against the owner.
18. **DISPUTES:** In all cases of misunderstanding and disputes, verbal arrangements will not be considered, but Contractor must produce written authority in support of his contradictions.
19. **STAKING OUT WORK:** The Contractor shall furnish and maintain all lines and grades, and stake out all work based upon the base line and bench mark established by the Engineer in the plans. The Engineer, at the expense of the City, will re-establish the base line and benchmarks, as necessary, for the Contractor to locate the construction staking.

The Contractor shall employ a Registered Public Surveyor to provide all lines and grades and to offset all horizontal control monumentation and maintain said monumentation in its original undisturbed location. Prior to staking out the work, the Contractor shall satisfy himself in regard to the relationship between the base line and benchmark established by the City and the work to be performed under the Contract. The benchmark to control the elevation of the construction is shown on the plans.

All stakes will be color coded with flagging in accordance with the following schedule:

| | |
|----------------------------------|-------------------|
| Primary Control | Orange and Yellow |
| Boundary Points | Green and White |
| Traverse Points | Green and Yellow |
| Block and Lot Corners | Blue and Yellow |
| Clearing Stakes | White and Yellow |
| Drainage and Storm Sewer | Red |
| Water and Appurtenances | White |
| Sanitary Sewer and Appurtenances | Blue |

The Engineer will have the right but not the duty to occasionally check the lines and grades and will report any errors or inconsistencies to the Contractor, who shall take immediate steps to correct them and all work involved so that it shall be in conformity with the drawings and specifications. The Contractor shall be fully responsible for the accuracy of this work and the correction of it as required. All construction costs to correct any errors due to faulty layout by the Contractor shall be at his expense. The Engineer will furnish final measurements when required to verify final quantities.

The Contractor shall give the Engineer at least seventy-two (72) hours notice in writing before staking out any new portion of the works, and he shall clearly state in such notice the exact locality or localities where such stakes are to be set.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies. The Contractor will be held responsible for the preservation of all such stakes and marks in their position, and in case any of them are lost or destroyed after having once been given, all expense incurred by the owner in replacing the same shall be charged against the Contractor and paid by him before completion and final acceptance of the work.

As the stakes and marks will not in all cases represent the grades, lines, angles, and changes of surface in the finished work, the Contractor must be careful to see that they are taken in connection with the plan, details, specifications, and Engineer directions except only when he may discover errors in the same, in which case he shall at once discontinue work thereon until such errors are rectified, but no claim shall be made or allowed on account thereof, on an account of any delay occasioned thereby.

20. **NOTICE BEFORE COMMENCING WORK:** The Contractor shall give the Engineer and the City at least forty-eight (48) hours notice before commencing work on any portion of the contract, renewing work at any place where work has been stopped for any cause. He shall also give the same notice to all authorized inspectors, superintendents, or persons in charge of gas or water pipes, or railroads affected by his operations. Any work done contrary to the provisions of this clause must be taken up and rebuilt immediately upon order from the Engineer.
21. **SITE PREPARATION:** The Contractor will be required to do all necessary grading and excavation. The Contractor shall remove all trees, shrubs, stumps, etc., from the site. The Contractor will be responsible for surface water drainage from the site at all times and he will do all finish grading. The Contractor shall back fill the earth he excavates and furnish any additional fill, if required, for proper drainage. Seeding and fertilization is required on all areas disturbed by construction operations.
22. **METHODS AND APPLIANCES:** The methods and appliances adopted by the Contractor shall be such as will, in the opinion of the Engineer, secure a satisfactory quality of work and will enable the Contractor to complete the work in the time agreed upon. If at any time the methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or efficiency and the Contractor shall conform to such order; but failure of the Engineers to order such improvement of methods of efficiency will not relieve the Contractor from his obligations to perform satisfactory work and to finish it in the time agreed upon.
23. **CLIMATE CONDITION:** The Engineer may order the Contractor to suspend any work that may be damaged by climatic conditions. When delay is caused by an order to suspend work given on account of climatic conditions that could have been reasonably foreseen, the Contractor will not be entitled to any extension of time on account of such order.
24. **QUANTITIES AND UNIT PRICES:** The quantities noted in the schedule or bid are approximations for comparing bids, and no claim shall be made against the owner for excess or deficiency therein, absolute or relative.
- Payment at the prices agreed upon will be in full for the completed work, and will cover materials, supplies, labor, tools, machinery and all other expenditures incident to satisfactory compliance with the contract.
25. **REMOVAL AND REBUILDING OF DEFECTIVE WORK:** The Contractor shall immediately remove and rebuild at his own expense any part of the work that has been improperly executed, in the opinion of the Engineer, even though it has been included in the monthly estimates. If he refuses or neglects to replace such defective work, it may be replaced by the Owner at the Contractor's expense.
26. **PROTECTION OF WORK AND CLEANING UP:** The Contractor shall be responsible for any material furnished him and for the care of all work until its

completion and final acceptance, and he shall, at his own expense, replace damaged or lost material and repair damaged parts of the work. He shall take all risks from floods and casualties, and he shall, at his own expense, replace damaged or lost material and repair damaged parts of the work. He shall take all risks from floods and casualties, and shall make no charge for delay from such causes. He may, however, be allowed a reasonable extension of time on account of such delay, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the completed work all plant, buildings, rubbish, unused material, concrete forms, etc., belonging to him or used under his direction during construction. The work site shall be kept reasonably clean at all times. Surplus materials shall be disposed of by the Contractor. In final cleanup operations all equipment, scrap materials, temporary structures shall be removed and the site left clean.

27. **BENCH MARKS AND SURVEY STAKES:** Bench marks and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Contractor.
28. **TIME OF COMPLETION:** Contractor shall provide the proposed calendar days to completion on work estimates.
 - a. **DEFINITION OF WORKING DAYS:** A working day is defined as a calendar day not including Saturdays and Sundays or legal holidays in which weather or other conditions not under the control of the Contractor will permit the performance of the principal unit or a majority of the work under way for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m., or for a period of seven (7) hours in the aggregate between the above named hours.
 - b. **DEFINITION OF CALENDAR DAYS:** A calendar day is defined as a twenty-four hour period including Sundays and legal holidays. Contracts bid with calendar days will not be granted additional days for delays due to normal weather conditions.
 - c. **COMPLETION OF WORK: Calendar Day Contract:** After beginning work, the Contractor shall execute same continuously and diligently and complete the work in the consecutive calendar days bid, during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be the essence of this contract; provided, however, said Director of Public Works may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. The City may at its discretion establish phases of the project or areas of the work to be performed and in such order or

sequence as the City shall deem best in the public interest. No additional time for completion will be allowed unless granted in writing by the Director of Public Works.

29. **CONTRACTOR'S RESPONSIBILITY:** During the progress of the work, and until one year after the date of the acceptance of the same by the Engineer, the whole work done under this contract will be at the Contractor's risk, and he shall assume the risk of and be responsible for any and all damages to the work, or to persons or property, caused by or in any way resulting from said Contractor's negligence or the negligence of his employees.
30. **PATENTS AND TRADE SECRETS:** All fees for any patented invention, article or arrangement that is used upon or in any manner connected with the construction, erection or maintenance of the work, or any part thereof embraced in the contract and these specifications shall, unless otherwise provided by the contract, be included in the price in the price stipulated in the contract for said work.
31. **FINAL ESTIMATE.** Contractor shall not be entitled to receive payment of any sum to excess of the amounts paid upon such monthly estimates as outlined above until after transmittal of the Certificate of Substantial Completion and not before all the stipulations, requirements and provisions of this contract are faithfully performed and complied with, and unless and until said structures, work and improvements shall be entirely completed, and delivered to and accepted by the City in accordance with this Contract.

Such completion, delivery and acceptance are evidenced by the final certificate of the Director of Public Works and such certificate of acceptance is approved by the Director of Public Works. The City shall pay to Contractor the amount of the final estimate, taking into account all amounts previously retained and deducted from such monthly estimates and remaining payable to Contractor, but deducting from the amount of such final estimate and retaining any and all sums which are to be deducted by City or allowed by Contractor to City, or which are to be retained and held by City for any reason.

32. **FINAL ACCEPTANCE:** On completion of the contract, all portions of the work shall be reviewed by the Contractor personally, or by a member of the firm or an officer of the corporation holding the contract, who shall satisfy himself that every item is completed and all defects made good, and that all surplus materials, refuse, dirt, or rubbish is cleared up and removed or disposed of as the Engineer may direct, and that the whole work is in a finished, satisfactory, neat and tidy condition, and ready in all respects for acceptance by the owner.

Upon written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract fully performed, he shall promptly issue a Final Certificate, over his

own signature, stating that the work provided for in this contract has been completed and is accepted by him under the terms and conditions thereof, In the event that only minor items remain for completion, the Director of Public Works may issue a Certificate of Substantial Completion listing the exceptions; however, the completion date will not be effective until all items noted as exceptions in the Certificate of Substantial Completion have been corrected.

The Contractor shall submit an Affidavit of Bills Paid as satisfactory evidence to the Engineer that all payrolls, material bills and other indebtedness connected with the work have been paid, before final certificate is issued.

The making and acceptance of the final payment shall constitute a waiver of all claims by the owner; other than those arising from unsettled liens, from faulty work appearing after final payment or from requirements of the specifications, and of all claims by the Contractor, except those previously made and still unsettled. If after the work has been substantially completed, full compensation thereof is materially delayed through no fault of the Contractor, and the Engineer, and without terminating the contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

33. **COMPLETION:** Completion of the project will be considered only after all stipulations, requirements and provisions of this contract are faithfully completed and the project is delivered to the City for use. In the event that only minor items remain for completion, the Director of Public Works may issue a Certificate of Substantial Completion listing the exceptions; however, the completion date will not be effective until all items noted as exceptions in the Certificate of Substantial Completion have been corrected. The date of Substantial Completion of the Work is the date certified by the Director of Public Works when the improvements have been constructed in compliance with the terms of this contract, except for inadvertent or trivial omissions or deviations from the contract which do not impair the structure as a whole and are remedial without doing material damage.
34. **ESTIMATES FOR PAYMENTS:** Individual work orders shall not exceed \$100,000.00 and shall be paid only once and in full upon completion and acceptance by the City. Payment estimates are therefore not applicable.
35. **EXTENSION OF TIME:** If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or by changes ordered in the work, or by fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Director of Public Works determines may justify the delay, then the contract time shall be extended by Change Order for such reasonable time as the Director of Public Works may determine.

Any claim for extension of time must be made in writing to the Director of Public Works with the next monthly payment application after the commencement of the

delay; otherwise it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

The request shall provide a written explanation of the effect on the critical path and an estimate on the probable effect of such delay on the progress of work. However, the Contractor accepts this undertaking at his own risk, as far as weather conditions are concerned, and the owner shall in no way be bound to grant such an extension. When, in the opinion of the Engineer, weather or other conditions are such that the utility of the project might be endangered if the work were continued, he may order cessation of work during such time. Delay in completion of contract, due to such ordered cessation of work, shall not be charged against Contractor's specified time of completion.

36. **CONTRACTOR RESPONSIBLE FOR SAFETY:** The Contractor shall be responsible for the safety of himself, his employees and other persons during construction. All work shall be done in accordance with Occupational Safety and Health Regulations of the United States Government for construction, State of Texas laws and regulations, Fort Bend County Regulations and Missouri City ordinances.
37. **COORDINATION WITH THE CITY:** The Contractor shall be required to keep in daily contact with the City and shall have someone on the job site in responsible charge who can communicate with the City in English, at all times, to whom the instructions of the City may be given.
38. **PROTECTION AND REPLACEMENT OF PROPERTY:** The Contractor shall be held responsible for damages to adjoining property.

Driveways, culverts, storm sewer inlets and laterals, and other public or private property that are not bid items but are destroyed or removed during the construction shall be replaced by the Contractor at no extra pay.

Suitable temporary bridges shall be placed across trenches blocking driveways in cases where undue hardship to the property owner would result.
Temporary drainage is to be provided as necessary.

The Contractor shall not unload any Track Type construction machinery on any existing pavement or cross over any existing pavement or curb during any project. Any damage resulting from this type of activity shall be immediately removed and replaced at Contractor's sole expense

39. **PROTECTION OF TREES, PLANTS AND SHRUBS:** Care shall be exercised to prevent damages to trees, plants and shrubs along the work site unless otherwise directed by the engineer. No trees, plants or shrubs shall be removed unless it interferes unduly with the construction work. Permission for such removal must first be obtained from the Engineer. Any trees, shrubs, grass, landscaping, etc., damaged by Contractor shall be replaced in equal quality and kind by Contractor at no expense to owner.

41. **SUB-SURFACE EXPLORATION:** The Contractor is responsible for locating underground obstacles. It is not represented that the Plans show all sewers, water lines, gas lines, telephone lines, and other underground obstacles or their exact location. Contractor shall uncover existing utilities at all "Points of Crossing" to determine if conflict exists before commencing any construction. Notify the Engineer at once of any conflict
41. **TEXAS ONE-CALL LAW:** Excavators planning to dig 16 inches or deeper using mechanical equipment are required to call the One-Call Board of Texas statewide number (800-545-6005) or contact one of the Notification Centers directly via phone, fax, or electronically no sooner than 14 days nor less than 2 working days (48 hours excluding weekends, holidays, etc.) before they intend to begin excavating. The excavator only needs to call one of the Notification Centers. That center will relay the information to the other two centers and all three will notify their member utility companies.

Texas One-Call law does NOT require water and sewer operators to be members of the Texas Notification System. The Contractor shall contact them directly.

42. **INTERRUPTION OF UTILITY SERVICES:** Do not interrupt utility services unless and until necessary. The Contractor is to repair and replace all water, sewer, gas and other utility lines as crossed. The Contractor will contact the utility company concerned before cutting or removing services. No residential services shall be disconnected overnight or during weekends.
43. **RIGHT OF ENTRY:** It is agreed by the Contractor that the Engineer shall be and is hereby authorized to appoint from time to time subordinate Engineers, supervisors, or inspectors as the said Owner may deem proper to inspect the material furnished and the work done under this agreement, and to see that the said material is furnished and said work is done in accordance with the Specifications thereof.

The Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors, or inspectors for the proper supervision and inspection and examination of the work and all parts of the work. The Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors, or inspectors so appointed; when such directions are consistent with the obligations of this Agreement and the accompanying Specifications, provided, however, that should the Contractor object to any order by any subordinate engineer, supervisor, or inspector, the Contractor may within six (6) days make written appeal to the Engineer for his decision. The authority of subordinate engineers, supervisors, or inspectors shall be limited to the rejection of unsatisfactory work and materials and to the suspension of the work until the questions of acceptability can be referred to the Engineer, except as herein before provided.

44. **COORDINATOR:** The Contractor shall be responsible for all coordination with the appropriate utility companies, schools, residences, ambulance, police and fire departments to minimize problems in access.

The Contractor shall be responsible for all coordination of testing and inspections with the appropriate laboratory, agency, City Department, or utility, etc.

45. **SURFACE RESTORATION:** At the end of all construction projects the Contractor shall restore existing facility (i.e. property) equal to or better than the existing site conditions prior to construction. All finished grades shall vary uniformly between finished elevations shown. Fine grading of existing drainage swales and roadside ditches shall mean grading ditches such that they do not hold or pond water at no extra pay
46. **TRENCH SAFETY:** Contractor shall provide sheeting, shoring and bracing as necessary to protect workmen and existing utilities during all phases of construction, as per O.S.H.A. requirements.
47. **IMPLIED & INCIDENTAL WORK:** Any construction items shown on the plans but not listed as a separate proposal item shall be installed as indicated with the cost to be included in the price bid for the related construction item. It is also understood that all items subsidiary to the construction items complete in place and for which there is not a specific pay item are included in the unit bid price for the various construction items.
48. **MISSOURI CITY INFRASTRUCTURE ORDINANCE AND STANDARD DETAILS:** All construction shall conform to the City of Missouri City Infrastructure Ordinance and Standard Detail Sheets.
49. **TRAFFIC CONTROL PLAN:** The contractor shall submit a traffic control plan, for approval by the Texas Department of Transportation and the City, prior to commencing work in TXDOT's right of way.
50. **SCHEDULE OF WORK:** The Contractor shall, prior to notice to proceed, prepare and submit to the Engineer for approval a construction schedule. The construction schedule shall be the order in which the Contractor intends to pursue the work with anticipated commencement and completion dates of the major portions of work.
51. **USE OF PREMISES:** The Contractor shall be required to restrict his efforts to the existing easements secured by the City. The Contractor, at his option and expense, may secure additional working easements from adjacent property owners.

SECTION VIII
LAWS

This Agreement shall be governed by the laws of the State of Texas except conflict of laws provisions with venue in Fort Bend County, Texas and CONTRACTOR hereby consents to such jurisdiction and venue.

SECTION IX
EXHIBIT A - BID SHEET (Next Page)

Exhibit A - Bid Sheet IFB # 112-14

Ext Price

Unit Price

Unit

Est. Annual Qty

\$ 29,400.00

\$ 304.00

Description

Item

Section 1: Sidewalk Pavement Raising

Lifting and Stabilizing 4" Thick Concrete Sidewalk Pavement in an amount from .01" up to 5.00"

1

Lifting and Stabilizing 4" Thick Concrete Sidewalk Pavement in an amount from 5.01" and up.

2

Total Amount for Section 1:

\$ 213,000.00

\$ 294.00

Section 2: Concrete Roadway Pavement Raising

Lifting and Stabilizing Concrete Street Pavement in an amount from .01" up to 6.00"

1

Lifting and Stabilizing Concrete Street Pavement in an amount from 6.01" and up.

2

Lifting and Stabilizing Concrete Traffic Signal Pad in an amount from .01" up to 6.00"

3

Lifting and Stabilizing Concrete Traffic Signal Pad in an amount from 6.01" and up.

4

Sq. Foot

75,000

Sq. Foot

100

Each

Each

\$ 2.84

\$ 2.94

\$ 6.50

\$ 700.00

\$ 3,250.00

\$ 3,500.00

\$ 220,044.00

\$ 249,748.00

Total Contract Amount (Section 1 and 2):

Total Amount for Section 2:

112-14
TECHNICAL SPECIFICATIONS AND DRAWINGS (Next Page)
Exhibit "B"

SECTION X
FORMS

ADDENDUM RECEIPT ACKNOWLEDGMENT

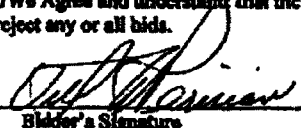
Bidders acknowledge receipt of the following Addenda:

| | |
|----------------------------------|-------------------------|
| Addendum #1 Dated <u>4/21/14</u> | Received <u>4/22/14</u> |
| Addendum #2 Dated <u>4/21/14</u> | Received <u>4/22/14</u> |
| Addendum #3 Dated _____ | Received _____ |
| Addendum #4 Dated _____ | Received _____ |

I/We understand that this Bid Proposal cannot be withdrawn on or after the closing time and the date for acceptance of bids as defined above.

In submitting this bid, I/We do so with the understanding that all Contract Documents, Drawings, Specifications and Addenda are completely understood and that there is not doubt as to the intent and scope of the work to be accomplished.

I/We Agree and understand that the City of Missouri City, Texas, reserves the right to reject any or all bids.

| | |
|---|------------------------|
|  Bidder's Signature | <u>4/22/14</u> Date |
|---|------------------------|

SECTION 1.70

CLEANING AND ADJUSTING

1.0 GENERAL

1.1 Responsibility

- a. The Contractor is responsible for cleaning and adjusting the work. If the Contractor fails to clean and adjust the work, the Owner may do so and charge the resulting costs to the Contractor.
- b. Detailed cleaning and adjusting requirements for specific trades or work are specified in sections pertaining to that trade or work.

1.2 Requirements of Regulatory Agencies

- a. Fire Protection. Store volatile waste in covered metal containers and remove from premises daily.
- b. Pollution Control. Conduct cleaning and disposal operations in compliance with local ordinances and anti-pollution laws.
 1. Burning or burying of rubbish and materials on the project site is not permitted.
 2. Disposal of volatile fluid wastes and other chemical wastes in storm or sanitary sewer systems or into streams or waterways is not permitted.
- c. Safety Standards. Maintain the project in accordance with safety and insurance standards.

2.0 PRODUCTS

Use only cleaning materials recommended by the manufacturer of the surface to be cleaned. Employ cleaning materials as recommended by the cleaning material manufacturer.

3.0 EXECUTION

3.1 During Construction

- a. Oversee cleaning and insure that the premises are maintained free from accumulation of waste material and rubbish. Do not allow waste materials, rubbish and debris to accumulate and become unsightly or

Exhibit "B"

create a hazard. Provide containers and locate on site for collection of waste material, rubbish and debris.

- b. At reasonable intervals during progress of work, collect and dispose of waste material, rubbish and debris. Handle waste in a controlled manner; do not drop or throw materials from heights.
- c. Remove waste materials, rubbish and debris from the site and legally dispose at public or private dumping areas off the project site.

3.2 Final Cleaning and Adjusting

- a. Use experienced workmen or professional cleaners for final cleaning.
- b. Remove grease, dust, dirt, stains, paint, oil, labels, fingerprints and other foreign materials from interior and exterior surfaces. Repair, patch and touch up marred surfaces to match adjacent finishes.
- c. Broom clean paved surfaces; rake clean other surfaces of grounds.
- d. Clean and service all air filters and pipe strainers. Replace disposable air filters if dirty.
- e. If installed features of the work fail to operate or operate improperly, make the necessary adjustments to permit and insure proper operation. Remove and repair or replace maladjusted items if necessary for proper adjustment.
- f. Remove all waste materials and rubbish from the project area, as well as all tools, construction equipment, machinery, surplus materials and temporary facilities.
- g. Immediately prior to acceptance or occupancy, conduct a final inspection of exposed interior and exterior surfaces to verify that the work is properly cleaned. Maintain cleaning until the premises are occupied by the Owner.

3.3 Adjacent Areas

To the Owner's satisfaction, clean or repair adjacent areas affected by the construction. Remove dust and debris in the adjacent area. Repair, patch and touch up marred surfaces to match adjacent finishes.

Exhibit "B"

SECTION 2.12

WASTE MATERIAL DISPOSAL

1.0 GENERAL

1.1 Scope

Waste material disposal consists of disposal of trees, brush, vegetation, rubbish and other objectionable matter from operations such as clearing and grubbing, demolition, excavation and grading. Unless otherwise specified, the Contractor is responsible for removal and disposal of waste material.

1.2 Payment

No separate payment will be made for work or materials performed under this section.

2.0 PRODUCTS

Specific products are not required. Use equipment and materials necessary to properly complete disposal of waste materials.

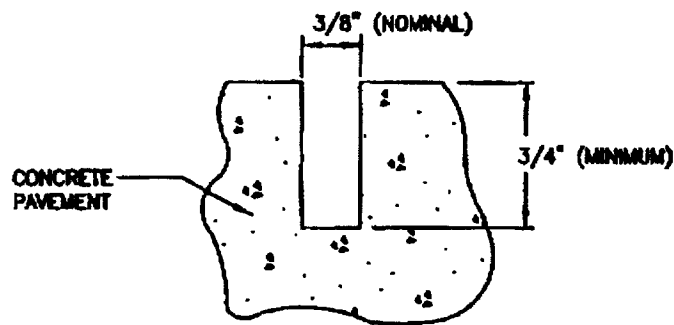
3.0 EXECUTION

3.1 Disposal Area

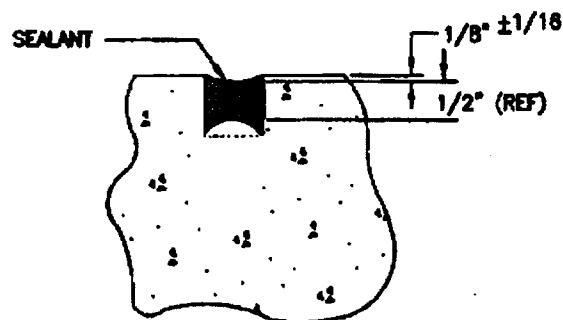
All items will be taken completely off the construction site and disposed of properly. No extra pay.

RANDOM CRACK REPAIR AND SEALING FOR CONCRETE


1. SET UP WORK ZONE IN ACCORDANCE WITH TEXAS MUTCD, LATEST EDITION.
2. USING CRACK-ROUTER, ROUTE ALONG CRACK AT A MINIMUM DEPTH OF ONE (1) INCH. THE WIDTH OF THE CUT SHALL BE THREE-EIGHTHS ($3/8$ ") INCH MINIMUM.
3. DIRT, DUST, SAND, MOISTURE OR ANY OTHER DEBRIS SHALL BE BLOWN OUT OF THE ROUTED CRACK WITH AN AIR COMPRESSOR AND/OR FLAME TOOL.
4. FILL THIS THREE QUARTER ($3/4$) INCH DEEP BY THREE-EIGHTHS ($3/8$) INCH WIDE SLOT WITH AN ELASTOMERIC-TYPE, HOT-POURED JOINT SEALANT.
5. CRACKS SHOULD BE FILLED TO JUST BELOW THE CONCRETE PAVEMENT SURFACE (SEE DETAIL).
6. REMOVE WORK ZONE.



SAW CUT ALONG EXISTING CRACK



PROPOSED CRACK REPAIR

| | | |
|---|------------------|---|
| DATE: APRIL, 1995 | APPROVED BY: TGW | DESIGN BY: MGH |
| SCALE: NTS | DRAWING No.: 101 | |
| RANDOM CRACK REPAIR AND SEALING FOR CONCRETE | |  MISSOURI CITY |
| DEPARTMENT OF PUBLIC WORKS THOMAS G. WENDORF, P.E. DIRECTOR | | |

112-14 Exhibit C
Submit Insurance Certificate here.

**112-14 Exhibit D
Wage Rates**

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/03/2014 |

* SUTX2011-013 08/10/2011

| | Rates | Fringes |
|---|----------|---------|
| CEMENT MASON/CONCRETE FINISHER (Paving and Structures)..... | \$ 12.98 | |
| ELECTRICIAN..... | \$ 27.11 | |
| FORM BUILDER/FORM SETTER Paving & Curb..... | \$ 12.34 | |
| Structures..... | \$ 12.23 | |
| LABORER Asphalt Raker..... | \$ 12.36 | |
| Flagger..... | \$ 10.33 | |
| Laborer, Common..... | \$ 11.02 | |
| Laborer, Utility..... | \$ 11.73 | |
| Pipelayer..... | \$ 12.12 | |
| Work Zone Barricade Servicer..... | \$ 11.67 | |
| PAINTER (Structures)..... | \$ 18.62 | |
| POWER EQUIPMENT OPERATOR: Asphalt Distributor..... | \$ 14.06 | |
| Asphalt Paving Machine..... | \$ 14.32 | |
| Broom or Sweeper..... | \$ 12.68 | |
| Concrete Pavement | | |

| | |
|--|--------------|
| Finishing Machine..... | \$ 13.07 |
| Concrete Paving, Curing, Float, Texturing Machine.... | \$ 11.71 |
| Concrete Saw..... | \$ 13.99 |
| Crane, Hydraulic 80 Tons or less..... | \$ 13.86 |
| Crane, Lattice boom 80 tons or less..... | \$ 14.97 |
| Crane, Lattice boom over 80 Tons..... | \$ 15.80 |
| Crawler Tractor..... | \$ 13.68 |
| Excavator, 50,000 pounds or less..... | \$ 12.71 |
| Excavator, Over 50,000 pounds..... | \$ 14.53 |
| Foundation Drill, Crawler Mounted..... | \$ 17.43 |
| Foundation Drill, Truck Mounted..... | \$ 15.89 |
| Front End Loader 3 CY or Less..... | \$ 13.32 |
| Front End Loader, Over 3 CY. | \$ 13.17 |
| Loader/Backhoe..... | \$ 14.29 |
| Mechanic..... | \$ 16.96 |
| Milling Machine..... | \$ 13.53 |
| Motor Grader, Fine Grade.... | \$ 15.69 |
| Motor Grader, Rough..... | \$ 14.23 |
| Off Road Hauler..... | \$ 14.60 |
| Pavement Marking Machine.... | \$ 11.18 |
| Piledriver..... | \$ 14.95 |
| Roller, Asphalt..... | \$ 11.95 |
| Roller, Other..... | \$ 11.57 |
| Scraper..... | \$ 13.47 |
| Spreader Box..... | \$ 13.58 |
| Servicer..... | \$ 13.97 |
| Steel Worker | |
| Reinforcing Steel..... | \$ 15.15 |
| Structural Steel Welder.... | \$ 12.85 |
| Structural Steel..... | \$ 14.39 |
| TRUCK DRIVER | |
| Low Boy Float..... | \$ 16.03 |
| Single Axle..... | \$ 11.46 |
| Single or Tandem Axle Dump.. | \$ 11.48 |
| Tandem Axle Tractor w/Semi Trailer..... | \$ 12.27 |

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

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have been found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

STATEMENT OF QUALIFICATIONS OF THE BIDDER

A statement of the qualifications of the bidder must be submitted using this form. The Owner may make investigations as necessary to determine the ability of the bidder to perform the Contract Work. The Owner reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations. Bids will be considered only from qualified bidders.

Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with necessary capital, machinery and material to begin the work promptly and to conduct it as required by these specifications

General Contractor:

CONCRETE RAISING CORPORATION

Person in Charge:

VICTOR PARISIAN Phone No. 713-991-1777

1. Project: VARIOUS STREETS & SIDEWALKS -
 Contract Amount: VARIOUS - \$220,815.84 INVOICED IN 2013.
 Owner: MISSOURI CITY TEXAS.
 Owner Contact: RIGOBERTO CRUZ-RODRIGUEZ Phone No. 281-403-8585
 Architect/Engineer: N/A
 A/E Contact: N/A Phone No. _____
 Scope of Work: RELABEL SIDEWALKS TO ELIMINATE TRIP HAZARDS -
- RAISE STREETS TO ELIMINATE STANDING WATER.
2. Project: CITY OF MEADOWS PLACE - STREETS & SIDEWALKS
 Contract Amount: 2013 SEVERAL - RANGING FROM \$7,773.00 TO \$427,360.00
 Owner: CITY OF MEADOWS PLACE
 Owner Contact: DAN MCGRAW Phone No. 281-983-2850
 Architect/Engineer: N/A
 A/E Contact: N/A Phone No. N/A
 Scope of Work: RAISE & STABILIZE PRECAST CONCRETE CURBS, SIDEWALKS
& STREETS TO ELIMINATE TRIP HAZARDS & STANDING WATER.
3. Project: RAISE STREETS & CURBS TO ELIMINATE STANDING WATER.
 Contract Amount: SEVERAL TOTALING \$42,000 + 2013
 Owner: CITY OF ROSENBERG
 Owner Contact: PATRICK PARRA Phone No. 979-559-0002
 Architect/Engineer: N/A
 A/E Contact: N/A Phone No. N/A
 Scope of Work: RAISING STREETS & CURBS TO ELIMINATE
STANDING WATER - IMPROVE DRAINAGE -

(*) 2014 to DATE 10.2017

LIST OF SUBCONTRACTORS

A list of subcontractors of the bidder must be submitted using this. Only list those whose portion of the job shall exceed 10% of the total contract amount. Attach to Bid as necessary for the number of subcontractors anticipated on this project. Bidder shall provide the following information for each subcontractor.

It is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from the City of Missouri City.

Note: If complete subcontractor information is not available by bid opening deadline, then mark this page "INFORMATION TO BE SUBMITTED BY 5 PM NEXT BUSINESS DAY" and submit with bid. A completed supplemental list of contractors (using this same form) must be received addressed to the Purchasing Manager by 5 PM of the next business day following the bid opening. Failure to submit the information as required may result in a disqualification of your bid.

Subcontractor:

None

Contact Person:

Phone No.

Services Provided in Bid:

Percentage of Contract:

%

Resume of Subcontractor (list last three consecutive projects)

1. Project:

Amount:

Owner:

Owner Contact:

Phone No.

Engineer:

Engineer Contact:

Phone No.

Prime Contractor:

Prime Contact:

Phone No.

TRENCH SAFETY CERTIFICATION

The Code of Ordinances of the City of Missouri City, Texas, Article II Building Code, Sec. 14-32 (c) (2) provides as follows:

"(2) Trench Safety

- (a) On all construction projects, public or private, within the boundaries of the City in which a contractor is employed and in which trench excavation exceeds a depth of five (5) feet the bid documents, if any, and the contract shall contain:
1. a reference to the Occupational Safety and Health Administration's standards for trench safety that will be in effect during the period of construction of the project;
 2. a copy of any special shoring requirements, if any are required under applicable state or local law with a separate pay item for such special shoring requirements based on the square feet of shoring used;
 3. a copy of any geotechnical information that was obtained by the owner for use in design of the trench safety system; and
 4. a separate pay item for trench excavation safety protection based on the linear feet of trench excavated."

I hereby certify that I have complied with all the requirements of Article II Building Code, Sec. 14-32 (c) (2) of the Code of Ordinances of the City of Missouri City pertaining to trench safety. Furthermore, I understand that the failure to so comply will result in the withholding of building permits and the imposition of a fine up to \$500.00 per day such violation occurs.



Bidder's Signature




Date

**LIABILITY AND WORKERS' COMPENSATION INSURANCE
CERTIFICATION**

I do hereby certify that said company carries liability coverage and workers compensation insurance coverage that meets the requirements set forth in this IFB when performing work on this project for the City of Missouri City.

Furthermore, I certify that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. I will provide copies of all of these certificates to the City of Missouri City during the course of the project for all subcontractors working on the project.

A certificate of liability and workers comp coverage must be submitted to the City before a contract will be executed.


Bidder's Signature

4/22/14
Date

BONDING COMPANY INFORMATION

- Sure Tec -

LOCAL AGENT:

Company Name: BRADY Chapman & Hollen
Individual Contact: DEANIS, DESCANT
Street Address: 10055 W GULF BLVD
Mailing Address: HOUSTON SAME
City, State, Zip: HOUSTON, TX 77040
Phone Number: 713-688-1500

NOTE: BID BOND MUST BE SUBMITTED WITH YOUR BID RESPONSE.

ATTACHMENT 4
PERFORMANCE BOND

(See Attached)

PERFORMANCE BOND
(Civil Engineering Construction Projects)
(Rev. 11-2-09)

Bond No. _____

Name of Surety: _____

Name of Contractor as Principal: _____

Name of Owner as Obligee: City of Sugar Land, Texas

Name of Project: _____

CIP Project No. _____

Date of Contract: _____

(Not before Bond execution date)

Bond Amount (Contract Price): _____

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Performance Bond.

AGREEMENT:

The Surety and Contractor enter into this Performance Bond and bind themselves in favor of the Owner in the Bond Amount shown above. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

- 1. CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Performance Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
- 2. DURATION OF BOND OBLIGATION.** This Performance Bond is conditioned on the faithful performance of the Work in accordance with the Contract and remains in effect until the Contractor performs all its obligations under the Contract and this Performance Bond, including the warranty period expressed in the Contract.
- 3. NOTICE OF CONTRACTOR'S DEFAULT.** If the Surety receives written notice from the Owner (sent by certified or registered mail to the Surety's Registered Agent

at the address identified in this Performance Bond) of the Contractor's default and failure to cure the default, the Surety will notify the Owner in writing within ten days of receipt of the notice which action it will take under Paragraph 4 of this Performance Bond.

4. SURETY'S OBLIGATION UPON CONTRACTOR DEFAULT. Upon the Surety's receipt of Owner's written notice of the Contractor's default and failure to cure the default, the Surety must begin to remedy the default within 30 days by taking one of the following actions:

- (a) **Proceed itself.** Complete performance of the Contract, including correction of defective and nonconforming Work, through its own contractor(s), which are acceptable to the Owner, and make payments directly to the contractor(s) from the Surety's funds. During performance of the Contract the Surety will be paid only those sums that are due and payable under the Contract.
- (b) **Tender a completing contractor acceptable to Owner.** Tender to the Owner a contractor acceptable to the Owner together with a contract for Owner's execution to fulfill and complete the Contract, including all corrective work, warranties and bonds required under the Contract. An acceptable contractor is one that is qualified to offer a bid or proposal on the Contract and is not affiliated with the Contractor.

The completing contractor must furnish to the Owner a separate performance bond and payment bond, each in the form of those bonds previously furnished by the Contractor for the Contract. Each such bond must be in the penal sum of the total cost to complete the Contract and correct defective, nonconforming Work.

The completing contractor will be paid only those sums as would have been due and payable to the Contractor. If the Owner must pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can use those sums to timely pay the completing contractor. The Surety's liability, however, will not exceed the Full Penal Sum of this Performance Bond.

- (b) **Tender the full penal sum.** Tender to the Owner the Full Penal Sum of this Performance Bond. After the expiration of the warranties under the Contract, the Owner will refund to the Surety, without interest, any unused portion not spent by the Owner to procure and pay a completing contractor or to complete the construction contract itself.
- (c) **Other acts.** Take any other acts the Owner and Surety mutually agree upon in writing.

- (d) **Failure to take action.** The Surety waives its right to take any of the above actions and to receive payment of the Contract balance if it does not begin work or tender a new completing contractor, as set forth above, within 30 days of the Surety's receipt of written notice that the Contractor has defaulted and not cured the default as required by the Contract.
- 5. SURETY'S ADDITIONAL OBLIGATIONS.** In addition to its other obligations in this Performance Bond, the Surety must promptly pay the Owner all losses, costs, and expenses resulting from the:
- (a) Contractor's default(s), including, without limitation, liquidated damages under the Contract, and all fees, expenses and costs of procuring another contractor and for architects, engineers, consultants, testing, surveying and attorneys; and
 - (b) Acts or omissions of the Surety; and
 - (c) Owner's compliance with the Surety's directions or requests.
- 6. SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the Substantial Completion Date, the amount of liquidated damages, or the Work to be performed. The Surety is held to have knowledge of all acts or omissions of the Contractor in matters pertaining to the Contract. Furthermore, the Surety relieves the Owner from exercising diligence in securing the Contractor's compliance with the Contract.
- 7. GOVERNING LAW AND VENUE.** Texas law governs this Performance Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.
- 8. INCORPORATION OF STATUTE.** This Performance Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Performance Bond shall be determined in accordance with that Chapter.
- 9. SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

[Signature Page Follows]

Contractor:

(Typed Firm Name)

(Seal)

By: _____

(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

Surety:

(Typed Firm Name)

(Seal)

By: _____

(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

ATTACHMENT 5

PAYMENT BOND

(See Attached)

PAYMENT BOND
(Civil Engineering Construction Projects)
(Rev. 11-2-09)

Bond No. _____

Name of Surety: _____

Name of Contractor, as Principal: _____

Name of Owner, as Obligee: City of Sugar Land, Texas

Name of Project: _____

CIP Project No. _____

Date of Contract: _____

(Not before Bond execution date)

Bond Amount (Contract Price): _____

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Payment Bond.

AGREEMENT:

The Surety and Contractor enter into this Payment Bond and bind themselves in favor of the Owner. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

- 1. CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Payment Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
- 2. PAYMENT BOND BENEFICIARIES.** This Payment Bond is solely for the protection and use of the Payment Bond beneficiaries pursuant to Chapter 2253, Tex. Gov't Code.
- 3. DURATION OF BOND OBLIGATION.** This Payment Bond remains in effect until the Contractor pays all the Payment Bond beneficiaries as required by Chapter 2253, Tex. Gov't Code and the Contract.

4. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Substantial Completion Date, the Contract Price, the amount of liquidated damages, or the Work to be performed.
5. **GOVERNING LAW AND VENUE.** Texas law governs this Payment Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.
6. **INCORPORATION OF STATUTE.** This Payment Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Payment Bond shall be determined in accordance with that Chapter.
7. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor:

(Typed Firm Name)

(Seal)

By: _____

(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

Surety:

(Typed Firm Name)

(Seal)

By: _____

(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

ATTACHMENT 6
LABOR AND WAGE RATES

(See Attached)

General Decision Number: TX170056 01/06/2017 TX56

Superseded General Decision Number: TX20160056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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 contractor 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 contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/06/2017 |

* SUTX2011-013 08/10/2011

| | Rates | Fringes |
|---------------------------|----------|---------|
| CEMENT MASON/CONCRETE | | |
| FINISHER (Paving and | | |
| Structures)..... | \$12.98 | |
| ELECTRICIAN..... | \$ 27.11 | |
| FORM BUILDER/FORM SETTER | | |
| Paving & Curb..... | \$ 12.34 | |
| Structures..... | \$ 12.23 | |
| LABORER | | |
| Asphalt Raker..... | \$ 12.36 | |
| Flagger..... | \$ 10.33 | |
| Laborer, Common..... | \$ 11.02 | |
| Laborer, Utility..... | \$ 11.73 | |
| Pipelayer..... | \$ 12.12 | |
| Work Zone Barricade | | |
| Servicer..... | \$ 11.67 | |
| PAINTER (Structures)..... | \$ 18.62 | |

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 14.06
 Asphalt Paving Machine.....\$ 14.32
 Broom or Sweeper.....\$ 12.68
 Concrete Pavement
 Finishing Machine.....\$ 13.07
 Concrete Paving, Curing,
 Float, Texturing Machine....\$ 11.71
 Concrete Saw.....\$ 13.99
 Crane, Hydraulic 80 Tons
 or less.....\$ 13.86
 Crane, Lattice boom 80
 tons or less.....\$ 14.97
 Crane, Lattice boom over
 80 Tons.....\$ 15.80
 Crawler Tractor.....\$ 13.68
 Excavator, 50,000 pounds
 or less.....\$ 12.71
 Excavator, Over 50,000
 pounds.....\$ 14.53
 Foundation Drill, Crawler
 Mounted.....\$ 17.43
 Foundation Drill, Truck
 Mounted.....\$ 15.89
 Front End Loader 3 CY or
 Less.....\$ 13.32
 Front End Loader, Over 3 CY.\$ 13.17
 Loader/Backhoe.....\$ 14.29
 Mechanic.....\$ 16.96
 Milling Machine.....\$ 13.53
 Motor Grader, Fine Grade....\$ 15.69
 Motor Grader, Rough.....\$ 14.23
 Off Road Hauler.....\$ 14.60
 Pavement Marking Machine....\$ 11.18
 Piledriver.....\$ 14.95
 Roller, Asphalt.....\$ 11.95
 Roller, Other.....\$ 11.57
 Scraper.....\$ 13.47
 Spreader Box.....\$ 13.58

Servicer.....\$ 13.97

Steel Worker

Reinforcing Steel.....\$ 15.15
 Structural Steel Welder.....\$ 12.85
 Structural Steel.....\$ 14.39

TRUCK DRIVER

Low Boy Float.....\$ 16.03
 Single Axle.....\$ 11.46
 Single or Tandem Axle Dump..\$ 11.48
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.27

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====

END OF GENERAL DECISION

□

ATTACHMENT 7

WORKERS' COMPENSATION INSURANCE COVERAGE ADDENDUM

(To be included in all Building and Civil Engineering Construction Projects)

(Rev. 11-2-09)

These reporting requirements for Workers' Compensation Coverage are mandated by Section 406.096, Texas Labor Code, and the Texas Workers' Compensation Commission Rule, 28 TAC Sec. 110.110, and apply to all building or construction projects for the City of Sugar Land.

1. Definitions:

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

Duration of the Project means the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the City.

Persons providing services on the Project ("subcontractor" in the Texas Labor Code §406.096) means all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-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.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, section 401.011(44), for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.

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

5. The Contractor shall obtain from each person providing services on the Project, and provide to the City:

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

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

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

8. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the Project, for the duration of the Project;
- (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
- (c) provide the Contractor, prior to the end of the coverage period, 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) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

- (e) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

11. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

ATTACHMENT 8 REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B.** A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement**.
- C.** All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

☒ Workers' Compensation Statutory limits, State of TX.

☒ Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

☐ Commercial General Liability:

| | <input checked="" type="checkbox"/> Very High/High Risk | <input type="checkbox"/> Medium Risk | <input type="checkbox"/> Low Risk |
|-----------------------|--|---|--|
| Each Occurrence | \$1,000,000 | \$500,000 | \$300,000 |
| Fire Damage | \$300,000 | \$100,000 | \$100,000 |
| Personal & ADV Injury | \$1,000,000 | \$1,000,000 | \$600,000 |
| General Aggregate | \$2,000,000 | \$1,000,000 | \$600,000 |
| Products/Compl Op | \$2,000,000 | \$500,000 | \$300,000 |
| XCU | \$2,000,000 | \$500,000 | \$300,000 |

☐ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

| <input checked="" type="checkbox"/> Very High/ High Risk | <input type="checkbox"/> Medium Risk | <input type="checkbox"/> Low Risk |
|---|---|--|
| Combined Single Limits | Combined Single Limits | Combined Single Limits |
| \$1,000,000 Bodily | \$500,000 Bodily | \$300,000 Bodily |

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

☐ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

☐ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

☐ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

☐ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

ATTACHMENT 9

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE REQUEST FOR
PAYMENT OF ANY WORK ORDER**

(See Attached)

(Rev. 11-2-09)

§ §

Final Payment: \$_____

(Signature Page Follows)

Contractor

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

This Contractor's Affidavit of Bills Paid was acknowledged before me on the ____ day of _____, 20____, by _____, on behalf of _____.

Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires:

ATTACHMENT 10

CHANGE ORDERS

(See Attached)

CHANGE ORDER REQUEST FORM

Date: _____
P.O. #: _____
Account #: _____

Change Order #: _____
Department: _____
Project #: _____

Requested By: _____
Contractor: _____

Phone Ext: _____
Contract Date/Time: _____

Change Order Description:

Price Impact:

| | |
|---|---------------------|
| A. Original Contract Amount: | _____ |
| B. Current Change Order Amount:* | _____ |
| C. Previous Change Orders: | _____ |
| D. Cumulative Change Order Amount (B + C): ** | \$ 0.00 |
| E. Percent of Original Contract (D ÷ A): | !Zero Divide |
| F. Revised Contract Amount (A+D): *** | \$ 0.00 |

* Change orders in excess of \$50,000 must be taken to City Council for approval.

** Cumulative change order amount (Line D) must not exceed 25% of original PO amount.

*** If new purchase order total (Line F) exceeds \$50,000 and original purchase order amount (Line A) is less than \$50,000, change order must be taken to City Council for approval.

Schedule Impact:

| | |
|---------------------------------|---------------------------------|
| Original Contract Time (Days): | Original Completion Date: _____ |
| Current Change Order (Days): | |
| Previous Change Orders (Days): | |
| Revised Contract Time (Days): 0 | Revised Completion Date: _____ |

Vendor Acknowledgement: _____ Date: _____

CITY CLEARANCES

| | |
|---|-------------|
| Category 1: (Required only if Line B ≤ \$4,999.99) | Date: _____ |
| Category 2: (Required only if Line B is \$5,000 - \$14,999) | Date: _____ |
| Category 3: (Required only if Line B is \$15,000 - \$24,999) | Date: _____ |
| Engineering Approval: (Required on all CIP Change Orders) | Date: _____ |
| Purchasing Approval: (Required on all Change Orders) | Date: _____ |
| Category 4: (Required only if Line B is \$25,000 - \$50,000) | Date: _____ |

ATTACHMENT 11
CONFLICT OF INTEREST QUESTIONNAIRE
(See Attached)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

ATTACHMENT 12

CERTIFICATE OF INTERESTED PERSONS FORM

(See Attached)