



City of Waco, Texas

Request for Proposal

RFP No. 2016-042

Riverside Water Treatment Plant Smoke Stack  
Repair

**Issue Date: October 11, 2016**

**Closing Date & Time: November 15, 2016 at 2:00 p.m.**

**Opening Date & Time: November 15, 2016, at 2:01 p.m.**

RFQ Opening Location: Purchasing Services Office, 1415 N. 4<sup>th</sup> Street, Waco, Texas

For Information Contact: Kasey Gamblin, Purchasing Services, 254-750-8405

Pre-submittal Meeting Location: City of Waco Operations Center Conference Room  
1415 North 4<sup>th</sup> Street, Waco, Texas, 76707  
On October 25, 2016 at 10:00 A.M.  
**Attendance is encouraged.**

Purchasing Services  
Post Office Box 2570  
Waco, Texas 76702-2570  
Telephone 254 / 750-8060  
Fax 254 / 750-8063  
[www.waco-texas.com](http://www.waco-texas.com)

## **TABLE OF CONTENTS**

Register Interest form

- I. Schedule for Solicitation for Competitive Sealed Proposal
- II. Contact with City of Waco
- III. Definitions
- IV. Requested Services
- V. Request For Proposals – Submission And Award Procedures

### **Appendices**

- A. Contract Requirements
  - (1) City of Waco General Terms and Conditions
  - (2) General Conditions for Construction Work
  - (3) Insurance & Indemnification Requirements
  - (4) Wage Rates
  - (5) Sales Tax Information
  - (6) Worker's Compensation
  - (7) HB1295 Information Sheet
  - (8) Protest Procedure
  - (9) Sample Contract Form
  - (10) Sample Payment and Performance Bond Requirements
- B. Forms to Complete and Return
  - (1) Submission of Bid/Proposal and Acknowledgment of Addenda
  - (2) Business Identification Form
  - (3) Conflict of Interest Questionnaire (CIQ form)
  - (4) Disclosure of Relationships with City Council/Officers (City Charter)
  - (5) Litigation Disclosure
  - (6) Minority/Women Owned Business
  - (7) Certification Regarding Debarment
  - (8) Non-collusion Affidavit
  - (9) Resident Certification
  - (10) Texas Public Information Act
- C. Specifications



# City of Waco, Texas

RFP No. 2016-042

## Riverside Water Treatment Plant Smoke Stack Repair

### REGISTER INTEREST

**You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and fax this page to 254-750-8063. You may also scan this page and email to: [kaseyg@wacotx.gov](mailto:kaseyg@wacotx.gov).**

**Company/Firm:** \_\_\_\_\_

**Name of Contact Person(s):** \_\_\_\_\_

**Email(s):** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

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It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco.

Notices and addenda are posted on the City's website and can be accessed at: <http://www.waco-texas.com/purchasing-rules.asp>.

City of Waco Purchasing Services  
Post Office Box 2570  
Waco, Texas 76702-2570  
Telephone 254 / 750-8060  
Fax 254 / 750-8063  
[www.waco-texas.com](http://www.waco-texas.com)

## I. Schedule for Solicitation Competitive Sealed Proposal

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Waco.

Issuance of the RFP	October 11, 2016
Pre-submittal Meeting	October 25, 2016
<i>Attendance is encouraged!</i>	
Deadline for questions in 5:00 p.m.	November 3, 2016
Bids due by 2:00 p.m.	November 15, 2016
Evaluation of submission	November 17, 2016 to November 18, 2016
Interviews or presentations may be conducted	
Establish final ranking of proposals	November 18, 2016

Tentatively, the final selection decision will be made and submitters will be notified of award by December 6, 2016. This schedule is subject to change by the City.

## II. Contact with City of Waco

The contact person for this solicitation process is: Mr. Kasey Gamblin, Buyer who can be reached at:

Email: kaseyg@wacotx.gov Telephone: (254) 750-8405 Fax: (254) 750-8063

Questions concerning the solicitation must be submitted to contact person **in writing** on or before date shown in the schedule above.

<p><b>Via U.S. Mail:</b>  City of Waco Purchasing Services  Attn: Kasey Gamblin, Buyer/Purchasing Agent  P.O. Box 2570  Waco, Texas 76702-2570</p>	<p><b>Via Delivery Services/Personal Delivery :</b>  City of Waco Purchasing Services  Attn: Kasey Gamblin, Buyer/Purchasing Agent  1415 North 4<sup>th</sup> Street  Waco, Texas 76707</p> <p><b>NOTE: US Mail does NOT deliver to street address</b></p>
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**Contact with someone other than the Buyer listed above, or his/her designated representative, at the City of Waco concerning this solicitation may be grounds for removal from consideration.**

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Waco. Addenda will be made available <http://www.waco-texas.com/purchasing-rules.asp>. Interested vendors are encouraged to return the Register Interest form on the previous page.

A complete copy of this RFP, including information for bidders, contract forms, plans, specifications, any bond forms, and any other contract documents related to this project, may be obtained on a **CD at no charge by General Contractors and Subcontractors by contacting the Purchasing contact identified above.**

### III. Definitions

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- (1) “City” means and refers to the City of Waco, Texas.
- (2) “Company” or “Firm” means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) “Proposal” or “Submission” refers to a response submitted to an RFP.
- (4) “Project Review Committee” means a committee established by the City to review and score the submitted Proposals. The Committee may be composed of City of Waco staff, City Councilmembers, or their designees, or other individuals selected to serve on the committee by the City.
- (5) “RFP” means and refers to this Request For Proposals.
- (6) “Selected submission” means and refers to the submission sent to the City of Waco by the Selected Firm.
- (7) “Selected Firm” means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (8) “Solicitation” means an RFP issued by the City Waco seeking products or services described in the document.
- (9) “Submitter” or “Vendor” or “Proposer” or “Contractor” or “Bidder” means a firm that submits a response to a solicitation.
- (10) “Contract documents” includes the RFP and all of the Appendices attached to the RFP.
- (11) “Day” means a calendar day unless otherwise specifically defined.

## IV. REQUESTED SERVICES

### A. Scope of Services

The City of Waco Riverside Water Treatment Plant has a pump house and a concrete smoke stack that was built around 1914. The Riverside smoke stack is a concrete chimney that is approximately 116 feet tall; it is no longer in use. As result of the deteriorating condition of the chimney's exterior, pieces of concrete occasionally fall. A consultant was contracted to inspect the concrete chimney and to provide recommendations to repair and strengthen the chimney. The proposed repairs include, but are not limited to: demolishing approximately 20 feet of the existing top portion of the chimney and replacing it with matching metal replica; repairing approximately 95 feet of the lower portion by using traditional concrete repair methods and/or by externally bonding a fiber reinforced polymer (FRP) composite systems, or by a combination of methods; adding a steel cover with access hatch; adding three exterior tension bands; installing new lightning protection; and coating the entire exterior of the chimney to provide a consistent overall appearance.

(1) A detailed scope of work is set out in Appendix A (Technical Specifications).

### B. Terms, Conditions, and Requirements

In addition to the specifications for the Project, the attached Appendices include the City's Contract Requirements.

### C. Duration of Service

The City of Waco is seeking to have the work that is the subject of this RFP completed within a specified time from the date of the Notice to Proceed. In determining the number of days for completion of the work under this Contract, it is anticipated that work will not be performed on Saturdays, Sundays, or City holidays unless specifically approved by City. Since "day" is defined as a calendar day, Saturdays, Sundays, and City holidays shall be counted as days and included in calculating the Contract time. If a Contractor wants to perform work on Saturdays, Sundays, or City holidays, the Contractor shall seek approval by making a written request to City. Contractor shall be responsible for all City staff and third-party time, costs, expenses and overtime for work performed on Saturdays, Sundays, or City holidays, unless excused in writing by the City prior to the work.

**D. Reservations by City:** The City of Waco reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Waco will not reimburse proposers for any costs incurred during the preparation or submittal of responses to this solicitation.

(1) Furthermore, the City expressly reserves the right to:

- (a) Waive any defect, irregularity, or informality in any submittal or procedure;
- (b) Extend the solicitation closing time and date;

- (c) Reissue this solicitation in a different form or context;
- (d) Procure any item by other allowable means;
- (e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or
- (f) Extend any contract when most advantageous to the City, as set forth in this solicitation.
- (g) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

## V. REQUEST FOR PROPOSALS – SUBMISSION AND AWARD PROCEDURES

### A. Requirements

- (1) Qualified proposers should submit one (1) original and **3 (three) copies** of their qualifications and proposal on 8 ½ by 11 paper plus one PDF version. Proposals should be kept to the minimum necessary length to explain the proposer's attributes and pricing. Typed responses are preferred in Times New Roman, Arial or Calibri font. Responses must be clear and may be subject to disqualification if illegible. Each copy of the proposal should be complete and include the following minimum requirements:
  - (a) A brief company history.
  - (b) Completed and signed copies of Forms included in Appendix C.
  - (c) A short narrative of the proposer's approach to the project and a statement of understanding targeting the specific nature of this project.
  - (d) Information on experience with similar size/type of projects. (Legal comment from Section I Criteria)
  - (e) Information on the proposer's current work load and ability to complete the project.
  - (f) The submission shall include a list of **5** references, at least **3** of which have obtained services or materials from the proposer in the last 24 months.
  - (g) Certificate showing current insurance coverage.
- (2) Pricing/Cost Information
  - (a) All pricing and cost information is to be submitted less *Federal Excise* and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.

**B. Completeness of Submission**

- (1) Proposers are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.
- (2) The proposer must attach all required forms with each submission copy. Forms must be signed by a representative of the proposer authorized to bind the proposer contractually. The proposer must include a statement identifying any exceptions to this RFP or declare that there are no exceptions taken to the RFP.

**C. Response Date and Location**

**Responses to this solicitation must be received at the office of Purchasing Department by 2:00 p.m. (Central Time) on November 15, 2016.**

Interested parties may submit their bids **Via Delivery Services or Personal Delivery** to:

City of Waco Purchasing Services  
Attn: Kasey Gamblin, Buyer  
1415 North 4<sup>th</sup> Street  
Waco, Texas 76707

Interested parties may also submit their bids through **U.S. Mail** delivered to:

City of Waco Purchasing Services  
Attn: Kasey Gamblin, Buyer  
P.O. Box 2570  
Waco, Texas 76702-2570

If using U.S. Mail, note that U.S. Mail is initially received at Waco City Hall and then delivered to the office of Purchasing Services by a City courier. That delivery may occur a day or more after being received at Waco City Hall. Allow additional time in advance of the bid due date for U.S. Mail delivery. If the Purchasing Office has not received the proposal by the stated deadline, the proposal will be returned unopened.

All submissions shall be sent to the attention of the Buyer/Purchasing Agent in a sealed envelope that is clearly marked on the outside as follows:

**RFP 2016-042**

**Riverside Water Treatment Plant Smoke Stack Repair**

**Opening: 2:01 p.m. (Central Time) on November 15, 2016.**

**Proposers accept all risk of late delivery submissions regardless of instance or fault.** A proposal received after the submission deadline will not be considered and will be returned unopened to the submitter.

The City will **NOT** accept a proposal submitted by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

**D. Modification to or Withdrawal of Submission**

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

- (1) Submit a written notice of the modification **WITHOUT** revealing the pricing/cost or terms information. The modification should provide the addition, subtraction, or other modifications so that the final pricing/costs or terms will not be revealed to the City until the sealed proposal is opened.
- (2) The written modification may be submitted by electronic transmission (fax or email to Buyer identified on page 3) or personal delivery. The written modification must be received by the City prior to the closing time.
- (3) If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the bidder and submitted to a delivery company (UPS, FedEx, etc.) prior to the bid closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within two (2) days after the closing time of the bid, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the vendor who can provide proof of his authority to act for the vendor. The representative will be required to execute a receipt reflecting the submission is being withdrawn. If a submission is withdrawn before the submission deadline stated herein, the vendor may submit a new sealed bid provided the new bid is received prior to the closing date and time deadline stated on page 1. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

**E. Submission Validity Period**

A submission responding to this RFB signifies the vendor's agreement that the submission, and the content thereof, are **valid for ninety (90)** days following the submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful vendor.

**F. Cost to Develop Submission**

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the proposer vendor and shall not be reimbursed in any manner by the City.

**G. Evaluation Procedures**

The proposals will be initially reviewed and evaluated by a Project Review Committee. Each proposal should be as complete and accurate as possible. The City reserves the right to request additional information or clarifications, oral discussions, or presentations in support of the proposal.

**H. Vendor Presentation**

The evaluation by the Project Review Committee will be presented to the City Manager or Executive staff, who will determine whether proposers may be invited to make a formal presentation of their proposal and/or sit for a panel interview. There is no obligation for the City to host interviews in order to make the final selection

**I. Evaluation Criteria**

The following criteria will be used to evaluate the submittals (scoring points available):

<b>Criteria</b>	<b>Scoring Points Available</b>
The purchase price;	60
Experience with similar size/type of projects;	20
Conformance with RFP requirements;	10
Reputation;	10
<b><i>TOTAL AVAILABLE POINTS</i></b>	<b>100</b>

**J. Final Selection**

Based on all information reviewed and presentations/interviews (if conducted), the City Manager or Executive staff shall establish the final ranking of the proposals.

- (1) During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers.

**K. Contact Award and Execution**

The final contract must be awarded and approved by the Waco City Council if the amount of the contract will exceed \$50,000.00. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

To: Honorable Mayor and City Council  
City of Waco, Texas  
City of Waco RFP #2016-042

**PRICE PROPOSAL FORM**  
Riverside Water Treatment  
Plant Smoke Stack Repair  
200 Colcord Avenue  
Waco, Texas

City of Waco RFP #2016-042

From: \_\_\_\_\_ (Contractor print name here)

I have received plans, details, and specifications for the project listed above as prepared by Bednash Consulting, Inc. I have also received Addenda Nos. \_\_\_\_\_ and have included their provisions in my proposal. I have examined the documents, existing conditions and the site and submit the following proposal. In submitting the proposal, I agree:

1. To hold my proposal open for 90 days after Proposal receiving date.
2. To enter into and execute a contract, if awarded on the basis of this proposal.
3. To execute the contract, if awarded, within ten (10) calendar days after notification of award, and to commence work not later than ten (10) calendar days from date of "Notice to Proceed" from the Owner or twenty-one (21) calendar days from the notification of award, whichever is earlier.
4. To accomplish the work in accord with the Contract Documents.
5. **To complete the work in \_\_\_\_\_ calendar days.** If work is not completed by such time, I agree to pay to Owner as liquidated damages the sum of two hundred fifty dollars (\$250.00) for each calendar day after such time that the work remains incomplete, calculated in accordance with the provisions of the Contract Documents. Final completion will be reached on or before fourteen days after the Certificate of Substantial Completion is issued. If work is not completed by such time, I agree to pay to the Owner additional liquidated damages of two hundred fifty dollars (\$250.00) per day for each calendar day after such time that Final Completion is not reached.

I will perform all the work in this project for the lump sum price of:

**BASE PROPOSAL:** \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Executed on \_\_\_\_\_ 2016.

[if participant is a corporation]

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Sole Owner, or (Delete titles  
Partner, or inapplicable  
President of to signer)

\_\_\_\_\_  
Corporation  
address:

[complete the following:]

ATTEST:

\_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_

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

\_\_\_\_\_  
Email:

To: Honorable Mayor and City Council  
City of Waco, Texas

**PROPOSAL RESPONSE**  
Riverside Water Treatment  
Plant Smoke Stack Repair  
200 Colcord Avenue  
Waco, Texas

City of Waco RFP #2016-042

From: \_\_\_\_\_ (Contractor print name here)

I will add for any additional work above and beyond the scope of this contract for the cost of all jobsite labor and materials furnished plus \_\_\_\_\_ percent (\_\_\_\_%) for overhead and profit. Overhead and profit includes office personnel and expenses.

I will add for any additional work above and beyond the scope of this contract performed by a subcontractor for the cost of subcontractor plus \_\_\_\_\_ percent (\_\_\_\_%) for overhead and profit.

I will adjust the contract sum in accordance with the following unit prices:

ITEM	DESCRIPTION	UNIT	ADD	ADD DAYS
1	Contractor is to supply an optional additional price (per vertical foot) if the chimney demolition extends past 20'. This unit price will be valid if the demolition extends past 20' and will be valid for up to an additional 15' of demolition and replacement with the steel replica. The unit price will include all labor, materials and equipment to remove the concrete wall and install the steel replica.	Per Vertical Foot	\$	

Executed on \_\_\_\_\_ 2016.

[if participant is a corporation]

[complete the following:]

ATTEST:

\_\_\_\_\_  
Whose address is:

(Corporate Seal)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Sole Owner, or (Delete titles  
Partner, or inapplicable  
President of to signer)  
Corporation

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

**BID BOND**

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

**KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_**

\_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and \_\_\_\_\_,

(hereinafter called the Surety), as Surety, are bound unto the **City of Waco**, Texas, a home  
rule municipal corporation of McLennan County, Texas (hereinafter called Obligee) in  
the amount \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), which is five percent (5%) of the bid, for the payment  
whereof said Principal and Surety bind themselves, and their heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written  
Contract with Obligee for *{enter description of contract below}*

\_\_\_\_\_,  
which is scheduled to be opened on \_\_\_\_\_, 20\_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS  
SUCH**, that if the said Principal shall faithfully, enter into such written Contract, then this  
obligation shall be void; otherwise to remain in full force and effect.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED** that if said Principal  
should withdraw its Bid any time after such Bid is opened and before official rejection of  
such Bid or, if successful in securing the award thereof, said Principal should fail to enter  
into the Contract and furnish, if required, satisfactory Performance Bond and Payment  
Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right  
to collect the full amount of this Bid Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligation of  
said Surety and its bond shall be in no way impaired or affected by any extension of the  
time within which the Obligee may accept such Bid, and said Surety does hereby waive  
notice of any such extension.

**PROVIDED**, further that if any legal action be filed upon this Bond, venue shall lie in McLennan County, Texas.

**IN WITNESS WHEREOF**, the said Principal and Surety do sign and seal this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST/WITNESS:

\_\_\_\_\_  
Secretary (if corporation) / Witness

\_\_\_\_\_  
*Name of Principal - Contractor*

*(if corporation Corporate Seal)*

BY: \_\_\_\_\_  
signature

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
*Name of Surety*

*(Surety Seal)*

BY: \_\_\_\_\_  
Attorney-in-Fact signature

\_\_\_\_\_  
Witness to Surety

Address: \_\_\_\_\_  
For Attorney in Fact

Address: \_\_\_\_\_  
\_\_\_\_\_

NOTE: Submit an original bid bond and a certified copy of the power of attorney along with full contact information for the Surety. Both the bid bond and the power of attorney should be **dated for the same date which is no earlier than three (3) prior to the scheduled bid opening.** If the opening is delayed or rescheduled, Principal and/or Surety may be asked to provide proof that the bid bond executed is still valid.

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

# **APPENDIX A**

## **Contract Requirements**

- (1) City of Waco General Terms and Conditions
- (2) General Conditions for Construction Work
- (3) Insurance & Indemnification Requirements
- (4) Wage Rates
- (5) Sales Tax Information
- (6) Worker's Compensation
- (7) HB1295 Information Sheet
- (8) Protest Procedure
- (9) Sample Contract Form
- (10) Sample Payment and Performance Bond Requirements

## APPENDIX B.(1)

### General Waco Terms and Conditions

- (a) **Applicable Law and Venue.** This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.
- (b) **Arbitration / Mediation.** The City of Waco will not agree to binding or mandatory arbitration or mediation.
- (c) **Conflict of Interest.** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.
- (d) **Gratuities.** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.
- (e) **Unfunded Liability.** City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City. The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- (f) **Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.
- (g) **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.
- (h) **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- (i) **Limitation of Liability.** The City of Waco will not agree to an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).
- (j) **Waiver.** No claim or right arising out of a breach of the contract resulting from this solicitation can be discharged in whole or in part by a waiver or renunciation of the

claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

- (k) **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, that party may request that the other party give written assurance of his intent to perform. In the event that a request is made and no assurance is given within five (5) days, the requesting party may treat this failure as an anticipatory repudiation of the contract.
- (l) **Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.
- (m) **Advertising.** Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- (n) **Arrears In Taxes.** Article VII. Taxation, Section 8, of the City of Waco Home Rule Charter states: The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.
- (o) **Tax Certification; Offset of Other Debts Against City.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this SOLICITATION, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.
- (p) **Independent Contractor.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

- (q) **No Joint Enterprise/Joint Venture.** It is not the intent of this solicitation or the contract to be awarded to create a joint enterprise or joint venture.
- (r) **Subcontracting Bid.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.
- (s) **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- (t) **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.
- (u) **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
- (v) **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:
  1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
  2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

## APPENDIX B.(2)

### Additional Terms for Services and Construction

- (a) **Permits and Fees:** All permitting fees from the City will be waived on construction projects. The contractor will still need to apply for all applicable permits. However, there will be no cost associated with issuance of City permits.
- (b) **Time of Completion and Liquidated Damages:** Completing the 4<sup>th</sup> and Herring Water Line Project in a timely manner is very important to the City of Waco. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the time stated in the contract documents. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Bidder to perform the service, should Bidder fail to complete the project within the calendar days specified in the contract, Bidder agrees to pay to City, or have withheld from monies due it, the amount of stated in the contract documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Bidder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of a contract for this Project shall constitute agreement by the City and Bidder that said amount is the minimum value of the costs and actual damage caused by the failure of the Bidder to complete the Project within the allotted time. A sum due as liquidated damages may be deducted from payments due the Contractor if such delay occurs. Adjustments to the contract times can only be made as provided in the contract documents and any conditions or specifications referenced therein.
- (c) **Conditions of Work:** While the City is issuing a RFB including specifications, each Bidder is still responsible for examining all of the issued documents, attending any pre-bid conference, making a site visit, and taking whatever steps are necessary to inform itself of the conditions relating to the project and the employment of labor thereon. Each Bidder must inform itself of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the Bidder awarded this contract of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Selected Firm, in carrying out the Project, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- (d) **Employment Conditions/Requirements:** Bidders shall pay particular attention to the required employment conditions that must be observed and the minimum wage rates to be paid. If federal or state funds are involved in paying for the work, there may be additional requirements that must be followed to comply with the terms of the federal or state funding.

- (e) **Security for Faithful Performance [Payment and Performance Bonds]:** Simultaneously with his delivery of the executed contract, the Selected Firm shall furnish the required surety bonds as security for faithful performance of this contract (Performance Bond) and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract (Payment Bond), as specified in the documents included herein. For public works contracts, state law requires a Performance Bond if the contract is for an amount in excess of \$100,000.00 and a Payment Bond if the contract is for an amount in excess of \$50,000.00. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City. The surety who signs contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- (f) **Force Majeure:** In the event performance by the Selected Firm of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Selected Firm shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith. The Selected Firm shall notify the Contact Person or RFB Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Selected Firm and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.
- (g) **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party may demand the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- (h) **Invoice Submittal Procedures:** If invoices are submitted or otherwise used pursuant to the bid awarded under this RFB, the Vendor shall present invoices to the City in the following form and content:
1. Each invoice must reference the City of Waco contract, agreement or Purchase Order number;
  2. Only one contract, agreement, or project shall be billed on a particular invoice;
  3. Only one invoice per every thirty (30) days per contract, agreement, or project may be submitted; and
  4. Each invoice must have a billing number, which reflects in sequence the number of invoices that have been submitted on the contract, agreement, or project.

The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

- (i) **Termination of Contract:** Except as provided elsewhere in the contract documents:
1. The City may terminate the contract for cause for Selected Firm's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract provisions. Upon written termination, the City may exclude the Selected Firm from the Project site and pursue any remedies available to the City.
  2. Upon ten (10) days written notice, City may terminate the contract for convenience, for any reason. In such case, the Selected Firm shall be paid, without duplication, for completed and acceptable work and expenses, including reasonable overhead and profit, and for other reasonable expenses directly attributable to the termination. In no case shall the Selected Firm be paid for anticipated profits or other consequential damages. Upon receipt of written notice, the Selected Firm shall have a duty to mitigate its termination costs and shall not incur additional costs unrelated to the costs directly related to either securing completed work or winding down the Project.

**City of Waco Insurance & Indemnification Requirements**  
**Vertical Construction with Builder's Risk (06/27/2016)**

**Insurance Requirements:**

**A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:**

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Comprehensive General Liability Including: <ul style="list-style-type: none"> <li>• Premises/Operations</li> <li>• Independent Contractors</li> <li>• Products Liability/Completed Operations</li> <li>• Personal &amp; Advertising Injury</li> <li>• Broad form property damage, to include fire legal liability</li> </ul>	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired vehicles</li> </ul>	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Builders Risk	Amount of the contract or replacement value of the facility.

**Term of Policy:** The required insurance coverage must remain in effect for a two (2) year period following the expiration or completion of the contract with the City. Builders Risk coverage can be terminated at the time that the City takes possession of the structure, unless the project is being completed in phases; then the coverage shall remain in effect until the City takes possession of the entire structure.

**Modification of Insurance Requirement:** The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the City allow a modification which results in the City incurring increased risk.

## **Proof of Insurance Required and When to Submit:**

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

Contractors with Multiple Projects. Contractors who have multiple projects with the City will provide the general liability aggregate in a project form with the name and/or location of the project listed in the comments section of the certificate of insurance.

When to Submit. Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, a contractor shall furnish original proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation and Employers' Liability, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to contain the following additional provisions:

1. "Other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy; and
2. Provide not less than ten (10) calendar days advance notice to the City of any suspension, cancellation, non-renewal or material change in coverage.

Agent Information. The certificate(s) or other proof of insurance must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Manager by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4<sup>th</sup> Street, Waco, Texas 76707. To send by fax or email, please contact the Risk Manager at 254-750-8061 to obtain the fax number or email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the

City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. When there is a cancellation, non-renewal, or material change in coverage which is not made pursuant to a request by the City, Contractor shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Contractor knows of said change in advance, or ten (10) days' notice after the change, if the Contractor did not know of the change in advance. Such notice must be accompanied by a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy.

### **INDEMNIFICATION.**

**A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY. THE CONTRACTOR AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, ITS OFFICERS, OFFICIALS, AND EMPLOYEES.**

**Employee Litigation:** In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

The wage rates listed are those predetermined by the Secretary of Labor and State Statute to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 1-6-2012

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/6/12	ZONE TX08 1/6/12	ZONE TX11 1/6/12	ZONE TX12 1/6/12	ZONE TX14 1/6/12	ZONE TX16 1/6/12	ZONE TX18 1/6/12	ZONE TX34 1/6/12	ZONE TX35 1/6/12	ZONE TX37 1/6/12	ZONE TX38 1/6/12	ZONE TX40 1/6/12	ZONE TX41 1/6/12	ZONE TX54 1/6/12	ZONE TX56 1/6/12	ZONE TX63 1/6/12
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88			\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87		\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21		\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08			\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85		\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38		\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator						\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator									\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less						\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85			\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	
1343	Crane Operator, Lattice Boom Over 80 Tons						\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62			\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator						\$17.24										
1139	Electrician	\$20.96		\$19.87			\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67			\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52			\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	
1150	Flagger	\$9.30	\$9.10	\$8.50		\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03		\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	
1360	Foundation Drill Operator, Crawler Mounted									\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05			\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40			\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33			\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/6/12	ZONE TX08 1/6/12	ZONE TX11 1/6/12	ZONE TX12 1/6/12	ZONE TX14 1/6/12	ZONE TX16 1/6/12	ZONE TX18 1/6/12	ZONE TX34 1/6/12	ZONE TX35 1/6/12	ZONE TX37 1/6/12	ZONE TX38 1/6/12	ZONE TX40 1/6/12	ZONE TX41 1/6/12	ZONE TX54 1/6/12	ZONE TX56 1/6/12	ZONE TX63 1/6/12
1187	Mechanic	\$20.14	\$15.47	\$17.47			\$17.10			\$17.68	\$18.94	\$18.58		\$16.61	\$18.46	\$16.96	
1380	Milling Machine Operator	\$15.54	\$14.64	\$12.22			\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	
1390	Motor Grader Operator, Fine Grade	\$17.49	\$16.52	\$16.88			\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83		\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12		\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08			\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures						\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10			\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	
1443	Percussion or Rotary Drill Operator																
1202	Piledriver																\$14.95
1205	Pipelayer		\$11.87	\$14.64			\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	
1384	Reclaimer/Pulverizer Operator	\$12.85					\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53			\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	
1402	Roller Operator, Asphalt	\$10.95		\$11.96			\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44			\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	
1411	Scraper Operator	\$10.61	\$11.07	\$10.85			\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11			\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12			\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	
1612	Truck Driver Transit-Mix									\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75			\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95			\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50			\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02				\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70		\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	

**Notes:**

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

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

## TEXAS SALES TAX EXEMPTION INFORMATION

**This information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor's attorney or accountant.**

Under the Texas Tax Code Section 151.309, the City of Waco is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Waco.

To claim this exemption, a contractor who has a Texas Taxpayer Number (the number on their Texas Sales and Use Tax Permit number) can complete the Texas Sales and Use Tax Resale Certificate (front side of Form 01-339) and provide it to the vendor from whom the contractor is purchasing materials and supplies for use under a contract with the City of Waco. The form is available on the Texas Comptroller website at:

<http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>

or

<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

A copy of a blank form has been attached for your convenience. In completing the exemption form (01-339 front) when purchasing materials and supplies, a contractor will:

- (1) List itself (the contractor) as the purchaser and complete required information;
- (2) Fill in the name and required information about the seller;
- (3) Describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Waco – might include statement that purchase is related to contract with City of Waco, Texas, for Project {description, e.g., New Street sewer lien project};
- (4) Describe the type of business activity generally engaged in by purchaser or type of items normally sold by the purchaser

Since the City of Waco is a governmental entity, the contract or purchase order with the City provides the necessary documentation that the materials are acquired for an exempt contract [See 34 TAC §3.291(c)(1)]. However, if requested, the City of Waco will provide to the contractor awarded the contract an executed exemption certification showing that the city is exempt from sales tax (Form 01-339 back).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: <http://www.window.state.tx.us/taxinfo/sales/>

In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:

<http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm>

Rules related to sales tax in the Texas Administrative Code can be found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y)



# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

	Purchaser	Title		Date
--	-----------	-------	--	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.**



CITY OF WACO

## Workers' Compensation Coverage Information

The City of Waco, a State of Texas Governmental Entity and Municipality, is required to comply with the Texas Labor Code. Specifically **Texas Labor Code – Section 406.096** directs Contractors who enter into a building or construction Contract with a Municipality to certify in writing that (1) the **contractor** provides workers' compensation insurance coverage for each employee of the contractor employed on public projects, and (2) the contractor receive a certificate from each **subcontractor** showing that every employee of the subcontractor is covered by workers' compensation insurance. Texas Labor Code – Section 406.096 states:

### **Sec. 406.096. REQUIRED COVERAGE FOR CERTAIN BUILDING OR CONSTRUCTION CONTRACTORS.**

(a) A governmental entity that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project.

(b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.

(c) A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

(1) "Building or construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

(2) "Governmental entity" means this state or a political subdivision of this state.

The term includes a municipality.

Acts 1993, 73rd Leg., ch. 269, Sec. 1, eff. Sept. 1, 1993.

28 Texas Administrative Code Section 110.110(c)(7) follows:

**Texas Administrative Code Title 28 Section 110.110(c)(7)** requires the following language to be contained in building and construction bid specifications and contracts:

### **Workers' Compensation Insurance Coverage**

#### A. Definitions:

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

*Duration of the project* - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

*Persons providing services on the project* ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent 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.

B. 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.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. 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 governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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

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

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity 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.

H. 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.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) 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;

(2) 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;

(3) 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;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) 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;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity 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

(7) 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.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity 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.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.



## NOTICE OF HB 1295 DISCLOSURE

Beginning January 1, 2016, business entities entering into a contract which is approved by the Waco City Council for goods or services to be used by the City of Waco are required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website.

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 to the Texas Government Code. Beginning January 1, 2016, a business entity which:

- (1) enters into a contract which must be approved by the Waco City Council
- (2) for goods or services
- (3) to be used by the City of Waco

is required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **The disclosure requirement applies to a contract (including an amendment, extension or renewal) entered into on or after January 1, 2016.** Business entities required to comply include for-profit and non-profit entities.

The Texas Ethics Commission adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295.

**Form 1295 requires disclosure of interested parties** (a) who have a controlling interest in a business entity with whom the government entity contracts or (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

### **Filing Process:**

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A business entity entering into a contract for goods or services with the City of Waco must use that website application to enter the required information on Form 1295 and then print a copy of the form. A certification of filing will be issued by the Commission containing a unique certification number established by the Commission. An authorized agent of the business entity must sign the printed copy of the Form and have the form notarized. The original executed and notarized Form 1295 (with certification of filing) must be filed with the City of Waco. The City is then required to notify the Commission using the Commission's website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission's website. The City will retain the original of the notarized form.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

## **Procedure to Protest Award Recommendation**

- A. If a firm or person believes it is injured as a result of an RFB, a written protest may be filed.
- B. The written protest may be delivered to the City's Purchasing Services Department ("Purchasing") in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:

**Purchasing Services c/o City of Waco  
Post Office Box 2570  
Waco, Texas 76702-2570**

- C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.
- D. The written protest must include the following information before it may be considered:
  - 1. Name, mailing address, and business phone number of the protesting party;
  - 2. Identification of the RFB being protested;
  - 3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and
  - 4. Any documentation or other evidence supporting the protest.
- E. In conjunction with the department that requested the RFB, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
- F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
- G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
- H. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
- I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.

## CONTRACT

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF WACO, herein called "Owner" acting herein through its **CITY MANAGER or ASSISTANT CITY MANAGER** and \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, herein called "Contractor".

**WITNESSETH:** that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows: **Riverside Water Treatment Plant Smoke Stack Repairs**, hereinafter called the "project", for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars and all extra work in connection therewith, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project, in accordance with the conditions and prices stated in the Contract documents, all of which are made a part hereof and consist of the following:

1. This Contract;
2. City of Waco General Terms and Conditions (along with the General Conditions for Construction Work, and the Insurance and Indemnification Requirements);
3. The Technical Specifications;
4. The City of Waco Standard Specifications for Construction dated 2013, the Special Provisions to Standard Specifications for Construction City of Waco 2013, the City of Waco, Texas – Manual of Standard Details revised September 3, 2014 (also referred to as "Standard Plans" in the Standard Specifications),
5. The Contractor's Proposal;
6. Bonds;
7. Change Directives and Change Orders (as defined in the Standard Specifications);
8. All Modifications issued after the execution of the Agreement;
9. Any other drawings and printed or written explanatory matter.

The Contractor hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project entitled "***Riverside Water Treatment Plant Smoke Stack Repairs***" within \_\_\_ working days and perform the work in accordance with the specifications. The Contractor further agrees to pay as liquidated damages, the sum of **\$250.00** for each calendar day thereafter as hereinafter provided in Section 7.8 of the City of Waco Standard Specifications for Construction, 2013 edition.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to changes in the work, as provided in Section 4 of the City of Waco Standard Specifications for Construction, 2013 edition.

**Contract**  
**Page 2**

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)  
Attest: \_\_\_\_\_  
BY: \_\_\_\_\_  
CITY OF WACO  
Dale Fisseler, P. E.  
CITY MANAGER

\_\_\_\_\_  
City Secretary  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Contractor

(Corporate Seal)  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(Corporation Secretary)

\_\_\_\_\_  
(Witness)

Note: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

Bond No. \_\_\_\_\_

**PERFORMANCE BOND**

Meets requirements of Chapter 2253, Texas Government Code.  
Required by City of Waco where contract is over \$100,000

**STATE OF TEXAS**  
**COUNTY OF McLENNAN**

**KNOW ALL ME BY THESE PRESENTS:** That we (1) \_\_\_\_\_ a  
(2) \_\_\_\_\_ of (3) \_\_\_\_\_ hereinafter called  
Principal and (4) \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_,  
hereinafter called Surety, are held and firmly bound unto City of Waco of McLennan County,  
Texas in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, to be paid in McLennan County, Texas, for the payment of  
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators  
and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered  
into a certain contract with City of Waco dated the \_\_\_\_\* day of \_\_\_\_\_\*, A.D., 20\_\_\_\_,  
a copy of which is hereto attached and make a part hereof for the construction of:

**[\*Leave dates blank. City will fill in with date of City Council action.]**

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
- (3) City and state of contractor’s office
- (4) Correct name of Surety along with city and state

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform the work in  
accordance with the plans, specifications and contract documents during the original term  
thereof, and any extensions thereof which may be granted by the City of Waco, with or without  
notice to the Surety, and if Principal shall fully satisfy all claims and demands incurred under  
such contract, and shall fully indemnify and save harmless the City of Waco from all costs and  
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the  
City of Waco all outlay and expense which the City of Waco may incur in making good any  
default, then this obligation shall be void; otherwise to remain in full force and effect.

For the purposes of Texas Government Code Section 2253.078, “final completion” of this  
contract shall be when all work has been completed and accepted (including any punch lists or  
corrections or repairs finished after substantial completion) and the final payment (including any  
retainage amounts) has been paid to Principal.

**Texas Performance Bond**  
**Page 2**

Provided, further, that if any legal action be filed on this Bond, venue shall lie in McLennan County, Texas.

And, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

**PROVIDED FURTHER**, that no final settlement between the City of Waco and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed, this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

**NOTE: Date of Bond must NOT be prior to date of Contract.**

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal - Contractor\*

(Corporate Seal)

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

(Surety Seal)

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness to Surety

Address: \_\_\_\_\_

Address: \_\_\_\_\_

If Contractor is Partnership, all partners should execute bond.

Bond No. \_\_\_\_\_

**PAYMENT BOND**

Meets Requirements of Chapter 2253, Texas Government Code.  
Required by City of Waco where contract is over \$50,000

**THE STATE OF TEXAS**  
**COUNTY OF McLENNAN**

**KNOW ALL MEN BY THESE PRESENTS:** That we (1) \_\_\_\_\_  
(2) \_\_\_\_\_ of (3) \_\_\_\_\_ hereinafter called  
Principal and (4) \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_,  
hereinafter called Surety, are held and firmly bound unto THE CITY OF WACO of McLENNAN  
COUNTY, TEXAS, and unto all persons, firms, and corporations, who may furnish materials for, or  
perform labor upon the building or improvements hereinafter referred to in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, to be paid in McLENNAN COUNTY, TEXAS, for the payment of  
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a  
certain contract with THE CITY OF WACO dated the \_\_\_\_\* day of \_\_\_\_\_\*, A.D., 20\_\_\_\_, a  
copy of which is hereto attached and made a part hereof for \_\_\_\_\_  
\_\_\_\_\_(herein called the "Work").

**[\*Leave dates blank. City will fill in with date of City Council action.]**

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
- (3) City and state of contractor's office
- (4) Correct name of Surety along with city and state

**NOW, THEREFORE,** the condition of this obligation is such that, if the Principal shall promptly  
make payment to all payment bond beneficiaries as defined in Chapter 2253 of the Texas Government  
Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then  
this obligation shall be null and void, otherwise it shall remain in full force and effect.

**Texas Payment Bond  
Page 2**

This bond is made for and entered into solely for the protection of all payment bond beneficiaries supplying labor and materials in the prosecution of the work provided for in said contract, and all such payment bond beneficiaries shall have a direct right of action under the bond as provided in Chapter 2253 of the Texas Government Code.

**PROVIDED FURTHER**, that no final settlement between the City of Waco and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed, this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

**NOTE: Date of Bond must NOT be prior to date of Contract.**

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Corporate Seal)

\_\_\_\_\_  
Witness as to Principal

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Surety Seal)

\_\_\_\_\_  
Witness to Surety

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Principal - Contractor\*

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

Address: \_\_\_\_\_

\_\_\_\_\_

If Contractor is Partnership, all partners should execute bond.

# **APPENDIX B**

## **Forms to Complete and Return**

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Business Identification Form
- (3) Conflict of Interest Questionnaire (CIQ form)
- (4) Disclosure of Relationships with City Council/Officers (City Charter)
- (5) Litigation Disclosure
- (6) Minority/Women Owned Business
- (7) Certification Regarding Debarment
- (8) Non-collusion Affidavit
- (9) Resident Certification
- (10) Texas Public Information Act



**Submission of Bid/Proposal and Acknowledgment of Addenda**

**RFB/P No. 2016-\_\_\_\_\_ issued by City of Waco, Texas**

The entity identified below hereby submits its response to the above identified RFB/P. The entity affirms that it has examined and is familiar with all of the documents related to RFB/P.

**DECLARATION OF INTENT**

I attest that the bid submitted is: (check one box below)

- 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.

or

- 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City’s consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No \_\_\_\_\_ issued \_\_\_\_\_

Date : \_\_\_\_\_

Proposal of (entity name) \_\_\_\_\_

Signature of Person Authorized to Sign Submission: \_\_\_\_\_

Signor's Name and Title (print or type): \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH BID**



### Business Entity Identification

To identify the appropriate person to execute documents, please fill in this form:

Full Legal Name of Business Entity: \_\_\_\_\_  
 Doing Business As (assumed name): \_\_\_\_\_  
 Main Contact Person: \_\_\_\_\_  
 Registered Office Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Business Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 DUNS Number: \_\_\_\_\_

**Check the appropriate box to designate the type of business entity & complete the information below.**

- Is entity:     Sole Proprietorship       Corporation       Professional Corporation  
                   General Partnership       Limited Partnership       Limited Liability Partnership  
                   Limited Liability Company       Professional Limited Liability Company  
                   Other \_\_\_\_\_

Date Business Started: \_\_\_\_\_ State Where Started: \_\_\_\_\_

**Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below.**

To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.

<b>1</b>	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
<b>2</b>	Position or title with business entity	
<b>3</b>	Address (if different from above)	
<b>4</b>	Who is authorized to execute contracts and other documents?	
<b>5</b>	What is the title or position of the person listed in #4?	
<b>6</b>	Please provide a document (resolution, bylaw, agreement, etc.) that states the person identified in #4 has authority to execute contracts or execute affidavit.	

**In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.**

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

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**DOCUMENT ESTABLISHING AUTHORITY**  
**TO EXECUTE CONTRACT**

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of the business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, by-laws, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

This certification form is presented below for your convenience.

**CERTIFICATION REGARDING ATTACHED DOCUMENT**

I, the undersigned person, as the *{title}* \_\_\_\_\_ of  
*{business entity}* \_\_\_\_\_, certify that the attached  
document authorizes *[name of person]* \_\_\_\_\_ to execute  
contracts and other documents on behalf of said business entity and said document has not been  
revoked, altered, or amended and is still in full force and effect.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

**Attach document to this form**

If a corporation does not have a document authorizing someone to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

**RESOLUTION FOR CORPORATION**

BE IT RESOLVED by the Board of Directors of \_\_\_\_\_

\_\_\_\_\_ that  
(Name of Corporation)

\_\_\_\_\_ is hereby authorized to execute a contract  
(Name)

with the City of Waco to complete/construct \_\_\_\_\_  
\_\_\_\_\_  
(Name of Project, Project No.)

\_\_\_\_\_, Secretary, is authorized to attest the  
signature binding the corporation.

\_\_\_\_\_  
Corporate Name  
(Corporate Seal) By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary of Corporation

**CERTIFICATION**

I, \_\_\_\_\_, certify that the above resolution  
(Secretary of Corporation)

was adopted by the Board of Directors of \_\_\_\_\_  
(Corporation)

at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Secretary)

\_\_\_\_\_  
(Print Name of Secretary)

If business entity has no document to provide to declare who has authority to execute a contract on behalf of a business entity, this affidavit may be completed.

**AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY,  
CORPORATION, OR PARTNERSHIP**

Name of Business Entity: \_\_\_\_\_

Which is     Corporation                       Professional Corporation  
                  General Partnership     Limited Partnership     Limited Liability Partnership  
                  Limited Liability Company               Professional Limited Liability Company

**On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:**

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

Title: \_\_\_\_\_

I declare under penalty of perjury that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 20\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For the State of Texas

My Commission Expires:

\_\_\_\_\_



## INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

### **Who must complete and file CIQ form?**

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 4. Whether or not a conflict exists determines the other information to include on the form.

### **Who is a vendor?**

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

### **What triggers the requirement to file the Form CIQ?**

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco

### **When does a conflict requiring disclosure exist? What has to be revealed?**

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
  - (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  - (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  - (3) has a family relationship with an officer of the City of Waco.

### **What family relationships create a conflict?**

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

### **Who are officers of the City of Waco?**

Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

### **When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

### **How do I go about filling out the Conflict of Interest Questionnaire form?**

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the “person” is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the “person” is an individual acting as an agent for some other person or a company, then it is the agent’s name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent’s FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

Section 3: Complete by listing the name of the City of Waco officer with whom there is an affiliation to or business relationship and check the “Yes” or “No” box in Section 3 A, B, or C. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

3.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

3.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

3.C: State whether the filer is employed by a corporation or other business entity with which the City officer serves as an officer or director or holds an ownership interest of 1% or more.

3.D: Describe each employment or business relationship with the local government officer named on the form.

Section 4. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form.**

**A copy of Chapter 176 of the Texas Local Government Code can be found at:**

**<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/html/LG.176.htm>**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Waco

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 in this section is being disclosed.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

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

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

Yes  No

Complete A-C if a conflict exist

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 named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

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

Yes  No

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

Identify and describe the relationship, if applicable

4

Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

**3** Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_ Name of Officer

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

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

Yes       No

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

Yes       No

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

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



**DISCLOSURE OF RELATIONS WITH  
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF WACO**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person doing business with City: \_\_\_\_\_

Is the above entity: **(Check one)**

- A corporation       A partnership       A sole proprietorship or an individual  
 Other (specify): \_\_\_\_\_

**Check all applicable boxes.**

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Waco?

- NO -- there is no such relationship between Entity/Business/Person and the City of Waco.  
 YES, a person who is a/an     owner,  principal, or  manager of this entity/business/person

is: **(Check all applicable boxes below)**

- related to by blood or marriage\*    and/or     a member of the same household as  
and / or     financially dependent upon\*\*    and/or     financially supporting\*\*  
to a City of Waco     City Council member,     officer    or     employee.

\* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

\*\* As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manger of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manger of #1.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

- NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).  
 YES, a person is **(Check all applicable boxes)**

- (a) a current City of Waco     City Council member,     officer or     employee ,  
(b) and is     an owner,  a principal, or  a manager of the entity/business/person listed in #1,  
or     an employee or     an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

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

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



CITY OF WACO

## LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal/qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes       No

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

Yes       No

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or a Private Entity during the last ten (10) years?

Yes       No

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal/qualifications.**



**CITY OF WACO**  
**Purchasing Services**  
**Minority/Women Owned Business Certification**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

**Definition:** A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, and Native Americans

**Certification: Bidder declares a minority and/or women owned business status:**

\_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

**If yes, check one of the blocks (indicate male or female):**

**Black M/F \_\_\_\_\_; Hispanic M/F \_\_\_\_\_; Woman \_\_\_\_\_; Asian M/F \_\_\_\_\_;**

**Native American M/F \_\_\_\_\_.**

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Completion of this Certification is required if federal funds will be used in the project

**INSTRUCTIONS FOR CERTIFICATION REGARDING**  
**Certification Regarding Debarment, Suspension, Ineligibility,**  
**and Voluntary Exclusion**

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Completion of this Certification is required if federal funds will be used in the project



**Purchasing Department**

Post Office Box 2570  
Waco, Texas 76702-2570  
254 / 750-8060  
Fax: 254 / 750-8063  
[www.waco-texas.com](http://www.waco-texas.com)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION**

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

Location: \_\_\_\_\_

RFB/RFP #: \_\_\_\_\_

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

**READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION**

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Company

---

Name and Title of Authorized Representative

---

Signature

---

Date



**NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_ §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ (the person who signed above), known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public Signature



## RESIDENT CERTIFICATION

### Texas Government Code - Chapter 2252 “Contracts With Governmental Entity” Subchapter A. Nonresident Proposers

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

Section 2252.001 includes the following definitions:

- (1) “Government contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) “Governmental entity” means . . . a municipality, county, public school district, or special-purpose district or authority;
- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident Bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**As used on this form, the term “bidder” includes a person or business entity responding to a request for bids or competitive sealed proposal or request for qualifications.**

I certify that as defined in Texas Government Code, Chapter 2252 that:

COMPANY NAME: \_\_\_\_\_

Yes, I am a Texas Resident Bidder \_\_\_\_\_ No, I am not a \_\_\_\_\_ Resident Bidder

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_



**Texas Public Information Act  
Steps To Assert Information Confidential or Proprietary**

**All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.**

**On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.**

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

**In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.**

**In signing this form, I acknowledge that I have read the above and further state:**

The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_

\_\_\_\_\_ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**DRUG-FREE WORK PLACE ACT CERTIFICATION**

1. The contractor certifies that it will provide a drug-free work place by:
  - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor’s work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the work place;
    - (2) the contractor’s policy of maintaining a drug-free work place;
    - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
  - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
  - (e) Notifying the City of Waco within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
  - (f) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
  - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
  
2. The contractor’s headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

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

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Print Or Type Name And Title:** \_\_\_\_\_

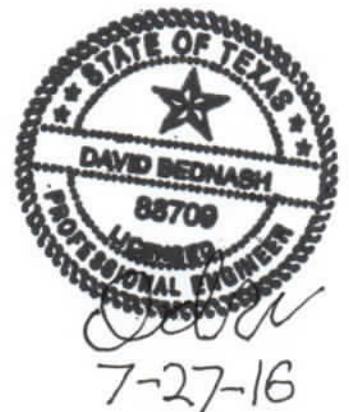
# APPENDIX C

## Specifications

In addition to the attached Specification and/or Drawings, the "City of Waco Standard Specifications for Construction" dated January 2013 is incorporated herein by reference for all intents and purposes. If a standard specified in the City of Waco Standard Specifications conflicts with a standard included within an attached specification and/or drawing, the attached specification and/or drawing controls. If the standard is unclear, the Director of Public Works for the City of Waco will determine which standard controls and his determination shall be final.

A copy of "City of Waco Standard Specifications for Construction" and the City of Waco Standard Details may be obtained by contacting the Public Works Department for the City of Waco at 254-750-5440 or by accessing the City of Waco website at [www.waco-texas.com](http://www.waco-texas.com) and going to Bid Opportunities – Engineering Services (Public Works).

# Technical Specifications



## 116'-4" x 5'-3" $\phi$ Concrete Chimney City of Waco Smokestack 200 Colcord Ave - Waco, TX

Prepared For:

City of Waco  
1415 North 4<sup>th</sup> Street  
Waco, TX 76707

Prepared By:

**BEDNASH CONSULTING, INC.**  
ROSELLE, IL ~ 630/351-0397  
JULY 27, 2016 - REV. 1



## **Table of Contents**

	<b><u>Page</u></b>
1.0 Project Description	1
2.0 Chimney Configuration	1
3.0 Project Schedule	1
4.0 Scope of Work	2
5.0 Performance Requirements	2 - 3
6.0 Reference Standards	4
7.0 General	5
8.0 Demolition & Debris Removal	5
9.0 Steel Replica of Upper Elevations	6
10.0 Lightning Protection System	6
11.0 Cast Iron Cleanout Door	7
12.0 Breaching Opening Cover Plate	7
13.0 Exterior Tension Bands	7
14.0 Exterior Coating	8
15.0 Delivery, Handling & Storage	8
16.0 Demobilization	8
	<b><u>Appendix</u></b>
General Arrangement Sketch	A
Conproco Coating Data Sheets	B

## 1.0 Project Description

- 1.1 Project Name: Repairs to Riverside Plant Chimney  
1.2 Project Scope: Perform repairs to existing 116'-4" high concrete chimney  
1.3 Project Location: 200 Colcord Ave, Waco, Texas 76707  
1.4 Project Contacts: Vincent Tobola, P.E. - Program Manager  
Facilities - City of Waco  
254-750-8066 (o) 254-709-7489 (c)  
Technical Questions: Dave Bednash (630) 351-0397  
Bednash Consulting, Inc.  
dave@bednashconsulting.com

## 2.0 Chimney Configuration

2.1 The configuration of the concrete chimney and breaching duct is as follows.

- Chimney height: 116'-4" above grade
- Configuration: Round (full height) reinforced concrete
- Inside diameters: 5'-3" top / 6'-5" base
- Outside diameters: 6'-1" top / 9'-4" base
- Wall thicknesses: 5" top / 17½" base
- Breaching opening: 3'-0" wide x 6'-5" high on west side
- Breaching opening sill elevation: 11'-5" above grade
- External ladder / step irons: None
- Internal ladder / step irons: None
- Exterior platforms: None
- Tension bands: One 360° band at the 18'-3" level
- Lightning protection: 2 air terminals, 1 upper encircling cable, 2 downlead cables (north and south sides)
- Cleanout door: 1'-6" x 2'-8" (sill at grade, east side)

## 3.0 Project Schedule

3.1 Project dates are described below.

Bid Due Date: \_\_\_\_\_ ( TBD ) \_\_\_\_\_, 2016  
Project Award Date: \_\_\_\_\_ ( TBD ) \_\_\_\_\_, 2016  
On-site mobilization: \_\_\_\_\_ ( TBD ) \_\_\_\_\_, 2016  
All work completed/demobilization: \_\_\_\_\_ ( TBD ) \_\_\_\_\_, 2016

#### 4.0 Scope of Work

The scope of work is described below.

- Provide scaffolding, roof protection and head protection at site.
- Demolish uppermost 20' (minimum) of chimney in piecemeal fashion.
- Repair the lower 95' of the concrete chimney either by traditional methods and/or reinforcing with FRP materials.
- Replace the demolished uppermost demolished region with a single wall, steel replica equal in height and diameter to the removed region. The section will possess a full roof with an access hatch.
- Remove the existing exterior tension band from the 18' level.
- Clean all debris from base of interior.
- Coat the entire exterior of the chimney.
- Install a steel cover over the original duct opening.
- Install 3 new exterior tension bands (94', 18' and 11' levels).
- Install a new cast iron cleanout door.
- Install new lightning protection system components.
- Remove scaffolding, roof protection and head protection at site.

#### 5.0 Performance Requirements

- This specification is intended to define the minimum requirements needed to repair and strengthen the existing Chimney. Contractor is to repair and strengthen the chimney in order to meet current design standards listed below.

Wind Loading:

- Standards Used in Design: IBC 2012 (ASCE 7-10)
- Basic Wind Speed: 90 mph
- Importance Factor: 1.00
- Exposure Category: B

Seismic Loading:

- Standards Used in Design: IBC 2012 (ASCE 7-10)
- Site Class: C
- Importance Factor: 1.00
- $S_s$  (0.2-second period): 0.07 g
- $S_1$  (1-second Period): 0.04 g

Flue Gas Information / Site Information:

- Temperature: Ambient as stack is not in service
- Ambient temperature range: 100<sup>o</sup>F (max), 10<sup>o</sup>F (min)
- The Contractor shall furnish all materials, tools, equipment, storage, access, labor and supervision required for the repair and strengthening of the concrete wall. The methods used by the Contractor can be either traditional concrete repair methods such as chip and patch, saw and patch, form and pour, dry mix shotcrete, hand applied techniques or by externally bonding fiber reinforced polymer (FRP) composite systems, or by a combination of methods.

## 5.0 Performance Requirements

- If FRP strengthening systems are used, the selected Contractor shall supply:
  - Stamped and signed structural calculations and drawings by a Professional Engineer licensed in the State of Texas. Design approaches shall be based on the clearly written performance criteria defined on the structural drawings. Drawings shall detail the type, locations, dimensions, numbers of layers, and orientation of any FRP materials and coatings to be installed.
  - Product data indicating product standards, physical and chemical characteristics, technical specifications, limitations, installation instructions, maintenance instructions and general recommendations regarding each individual material.
  - Installation procedures, maintenance instructions, and general recommendations regarding each material to be used.
  - A letter from the FRP manufacturer certifying that the proposed FRP Systems is compliant with ICC Evaluation Service Report ICC-ES 3261, and with the 2012 International Building Code (IBC).
  - A list of completed surface bonded FRP composite strengthening projects completed with the manufacturer's FRP composite system in the past 5 years. The list should include, at a minimum, 30 projects with proposed FRP system, 5 of which must be for chimney or similar circular structures, the dates of work, type, description and amount of work performed.
  - A written consent from manufacturer that the Contractor has been trained on the specified FRP system including the name of the certified applicator. The certified applicator shall have a minimum of 5 years experience in performing FRP composite retrofits.
  - Properties of the FRP composite materials as determined by independent laboratory testing in accordance with ASTM D3039 (tensile modulus, stress and strain).
  - Certification by the manufacturer that supplied products comply with local regulations controlling use of volatile organic compounds (VOCs). Products that require the use of respirators do not comply with local regulations controlling use of VOCs and shall not be allowed.
  - Manufacturer's Material Safety Data Sheets (MSDS) for all materials used.
  - The design of the external FRP system shall be based on published design values consistent with long-term durability exposure testing.
  - Owner's inspector shall periodically observe all aspects of preparation, mixing, and application. All FRP composite applied areas shall be inspected, in accordance with the manufacturer's specifications for voids, bubbles, and delaminations. All defective areas shall be repaired or removed and replaced at the expense of the Contractor.
  - Upon completion of the FRP material the contractor shall provide a report signed by a registered professional engineer certifying that the installation is acceptable, complete with the testing reports and photographs.

## 6.0 Reference Standards

The publications listed below form a part of this specification to the extent referenced. Where a date is given for referenced standards, the edition of that date shall be used.

### American Concrete Institute (ACI)

- ACI 307-08 Code Requirements for Reinforced Concrete Chimneys
- ACI 440.2R-08, Guide for the Design and Construction of Externally Bonded Fiber Reinforced Polymer (FRP) Systems for Strengthening Concrete Structures

### International Code Council (ICC)

- ICC AC125, Acceptance Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening Using Externally Bonded FRP Composite Systems
- ICC AC178, Interim Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber-reinforced Polymer (FRP) Composite Systems

### American Standard for Testing and Materials (ASTM)

- ASTM D7565, Standard Test Method for Determining Tensile Properties of Fiber Reinforced Polymer Matrix Composites Used for Strengthening of Civil Structures
- ASTM D3039, Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials
- ASTM D7522, Standard Test Method for Pull-Off Strength for FRP Laminate Systems Bonded to Concrete Substrate
- ASTM D4541, Standard Test Method for Pull-off Strength of Coatings Using Portable Adhesion Testers

### International Concrete Repair Institute (ICRI)

- ICRI Technical Guideline No. 310.2R-2013 (formerly No. 03732), Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair

## 7.0 General

- The Contractor must maintain the work site and adjacent areas to the work and parking lot in a secure, clean, and acceptable fashion (as determined by The City of Waco), throughout the entire project. This will include, but not be limited to, site security, barricades, signage, etc.
- Contractor shall be responsible for all repairs and associated costs to any/all HVAC, electrical, mechanical systems, and/or building roofs and parking lots as a result of chimney repair activities.
- Plywood sheets (1/2" minimum thickness) shall be secured over the adjacent maintenance building roofs. Contractor must specify electrical, water and laydown area requirements with bid. Owner will supply 110v and water connections to a local water supply.
- Contractor is responsible for securing the work site/work areas and protecting the environment throughout the repair project.
- Contractor will create a regulated work area by installing warning tape and place "Danger Men Working Above" signs at all entrances to the work area.
- All scaffolding shall be OSHA approved and all equipment shall be in good working order. 100% tie off is required at all times when working on the chimney and/or when outside a fall-protected area (hand rails, etc.).
- The Contractor shall supply fire extinguishers and any other equipment required to protect the work area if any hot work is required.

## 8.0 Demolition & Debris Removal

- Access to exterior surfaces of the chimney shall be via external scaffolding supported from grade or the building roofs. Bracket scaffolding supported via wire ropes placed around the chimney and scaling ladders supported from the concrete wall shall **NOT** be permitted as a means to access exterior surfaces of the chimney.
- The uppermost 20'-0" (minimum) chimney is to be demolished. Chipping hammers are to be used to demolish the upper concrete cap and concrete wall in a piecemeal manner from the top downward until the height of the chimney reaches 95'. At this level, the structural condition of the wall shall be examined for its condition by the contractor and owner's representative to determine if additional demolition work is required.
- Debris shall **NOT** be dropped down the inside of the chimney but lowered in a controlled manner (debris bucket) or via a debris chute installed on the outside of the chimney.
- Estimated wall thicknesses for the uppermost 20' are shown on Appendix A sketch. Based on the recent inspection findings, the entire structure is comprised of reinforced concrete. There are no internal linings comprised of masonry, steel or gunite.
- Contractor is responsible for and shall remove all debris from the site including any debris found in the base of the chimney, after all work is complete.

### 9.0 Steel Replica of Upper Elevations

- Contractor shall design, supply and install a replica version of the upper elevations and install this atop the lowered concrete chimney. The sketch in Appendix A depicts the overall configuration of the replica head.
- Anchorage of the replica head to the original concrete wall shall be designed and installed by the Contractor. The anchorage system shall be capable of transferring wind and seismic loads from the replica head to the original concrete wall.
- Plate thicknesses used throughout the replica head shall be 3/16" thick (minimum). Plate shall be shall be A36 material.
- Horizontal and vertical plate welds shall be via pre-approved full penetration welds.
- Vertical or horizontal stiffeners shall be located on the interior of the replica head.
- The replica head shall be fabricated, shipped and installed in one section to avoid field welding and painting.
- The top of the replica head shall possess a full roof plate to prevent rain or ice from entering the chimney. The roof plate shall include a 2' square hinged hatch plate with a latch to secure the hatch.
- Within the upper 2', the head shall possess two, one-foot square louvered vents to allow ventilation of ambient air. The vents shall be configured to prevent rain from entering the interior and shall possess screening to prevent birds from roosting on the interior.
- At the base of the replica head, the outside diameter of the steel head shall match the outside diameter of the original concrete wall. The use of external stiffeners or anchoring methods is discouraged to provide a uniform surface between the two structures.
- All anchors used to secure the head shall be stainless steel and installed in accordance with the manufacturers' instructions.
- Interior and exterior surfaces of the plate shall receive one coat (field or shop apply) of epoxy paint (color to be determined by owner) and one coat of urethane finish for protection against the elements.

### 10.0 Lightning Protection System

- Contractor is to supply and install a completely new lightning protection system on the chimney.
- All components are to comply with the requirements of UL96A Installation Requirements for Lightning Protection Systems.
- The lightning protection system shall consist of the following:
  - Two grounding connections at the base of the steel replica head.
  - Two copper downlead cables spanning from grade to the replica head located on the north and south sides. The downleads are to be secured with new pinch anchors.
  - Two grounding rods at the base of the north and south sides. Ground rods shall be solid copper or copper clad, 3/4" minimum diameter by 10' long.
  - Aluminum components or cable shall not be acceptable.

### 11.0 Cast Iron Cleanout Door

- Contractor shall supply on cast iron cleanout door 1'-6" x 2'-8" to be installed at the base of the east side.
- Available distributors and manufacturers of the door include Catskill Castings P.O. Box 752, Main Street, Bloomville, N.Y. 13739 (800-214-9572), [www.catskillcastings.com](http://www.catskillcastings.com).
- All anchors used to secure the cast iron door shall be stainless steel and installed in accordance with the manufacturers' instructions.
- Interior and exterior surfaces of the cast iron door and frame shall receive one coat (field or shop apply) of epoxy paint (black) and one coat of urethane finish for protection against the elements. Recommended paint system for all steel surfaces includes TNE MEC Series 135 epoxy paint of TNE MEC Series 740 urethane or equal.

### 12.0 Breeching Opening Cover Plate / Existing Vent Openings

- Contractor shall supply a painted steel plate to cover the 3'-0" wide x 6'-5" high opening on the west side. The plate shall be oversized a minimum 6" in all directions of the opening.
- The new plate shall be rolled to match the outside diameter of the chimney.
- The plate shall be a minimum 1/8" thick steel (A36 material).
- All anchors used to secure the plate shall be stainless steel and installed in accordance with the manufacturers' instructions.
- Interior and exterior surfaces of the plate shall receive one coat (field or shop apply) of epoxy paint (black) and one coat of urethane finish for protection against the elements.
- All accessible surfaces of the cast iron frames surrounding the four, 4" square vent openings at the 12' level should be scraped with a wire brush and painted in a similar manner as that of the breeching opening cover plate.

### 13.0 Exterior Tension Bands

- The existing exterior tension band and connection hardware at the 18' level should be removed and discarded.
- New 4" wide by  $\frac{3}{8}$ " thick tension bands are to be installed on the exterior of the chimney at the 94', 18' and 11' levels.
- All exterior tension bands are to receive two coats (epoxy paint / urethane finish) for protection against the elements. Interior surfaces of each band shall receive a minimum of one coat of primer.
- Tension bands should be fabricated and installed to fit tightly around each chimney at their designated location. Three bolted or welded splice connections are required per band. The design of the splice connection shall be such the connection materials fully develop the strength of the band.
- Silicone caulking (color to be determined at a later date) should also be applied to the top of each new and existing band for the full perimeter to prevent water from accumulating and freezing between the back of the band and the brick chimney.

#### 14.0 Exterior Coating

Recommended coatings for the various surfaces:

- Steel Replica Head
  - Surface Preparation: In accordance with SSPC-SP6 Commercial Blast clean substrate to remove mil scale and attain a surface profile. A 2.5 mil minimum profile is required.
  - Coating System: Apply system to entire surface
    - Epoxy Primer MasterGrip 2500 @ 4.0-6.0 mils DFT
    - Urethane Finish Coat UreGrip 3300 semi-gloss @ 3.0-5.0 mils DFT
    - Finish coat to be matched to Conproco #3309 "Cashmere Gray"
- Concrete Column Exterior
  - Surface Preparation & Coating: Per the attached Conproco Data Sheet
- Carbon Fiber Wrap Surfaces
  - Surface Preparation & Coating: (By Installer - Color by Owner)

#### 15.0 Delivery, Handling & Storage of Repair Materials

- When applicable, deliver repair materials in factory-sealed containers or bags with the manufacturer's labels intact and legible with verification of date of manufacture and shelf life.
- All repair products shall be stored according to the manufacturer's requirements and shall avoid contact with soil and moisture. FRP Products shall be stored to avoid UV exposure.
- Store materials in a protected area at a temperature between 40°F and 90°F.
- Components that have exceeded their shelf life shall not be used.

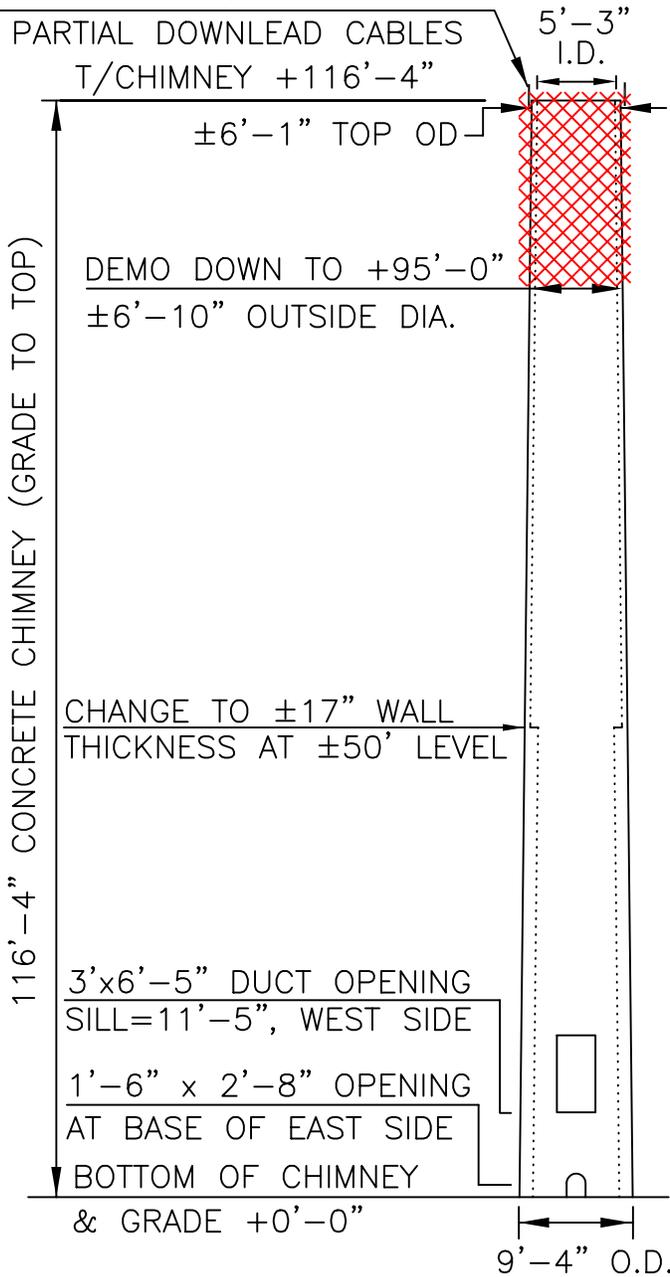
#### 16.0 Demobilization

- Upon completion of the work, Contractor is to remove all scaffolding, rigging and materials from the chimney interior and exterior and demobilize. All contractor debris shall be removed from the site and the area left in a broom-swept condition.

## **Appendix A**

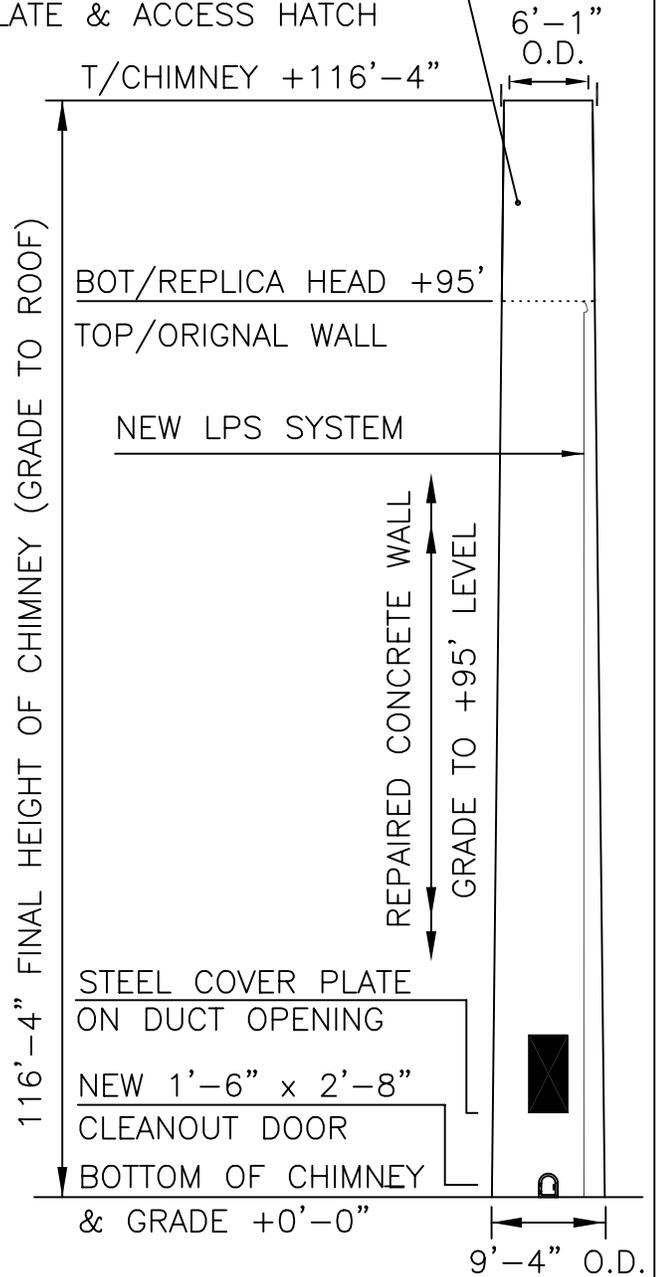
### **General Arrangement Sketch**

LPS: 4 AIR TERMS, UPPER CABLE  
& 2 PARTIAL DOWNLEAD CABLES



EXISTING CONFIGURATION

21'-4" HIGH REPLICA HEAD  
(PAINTED CARBON STEEL w/  
LPS BONDING PLATES, ROOF  
PLATE & ACCESS HATCH



FINAL CONFIGURATION



**BEDNASH  
CONSULTING**

445 LOCUST LANE  
ROSELLE, IL. 60172  
(630) 351-0397

PROJECT:

116'-4" x 5'-3"Ø CHIMNEY  
CITY OF WACO SMOKESTACK  
500 COLFORD AVE-WACO, TX

DESCRIPTION:

CHIMNEY MODIFICATIONS

PROJECT #: 22215-2	DESN: DB	REV: 1
PAGE: GEN. ARRANG	DATE: 7/27/16	

## **Appendix B**

### **Conproco Coating Data Sheets**

# Conpro Lastic



**Roller, spray or brush applied, waterproof, elastomeric, crack bridging, anti-carbonation membrane.**

**WHERE TO USE**  
**Protect vertical concrete, block, brick, stucco and EIFS from water and contaminant entry. Will bridge minor cracking.**

## PERFORMANCE CHARACTERISTICS

### Flexible

- Retains elasticity at low temperatures.

### Waterproof

- Two 15 mils. wet coats provide waterproof membrane.

### Anti-carbonation

- Mitigates carbonation of concrete.

### Breathability

- Water vapor permeable.

### Alkaline stable

- Formulated for highly alkaline substrates.

### Durable

- UV stable. Mildew resistant.

### Colorfast

- Premium quality exterior grade pigments, minimize fading.

### Textures

- Available in sanded and smooth finishes.

### Extensive color spectrum

- 38 standard colors and custom matching.

## SURFACE PREPARATION

- Remove loose and deteriorated material, laitance, dirt, dust, oil and any surface contaminants that will inhibit proper adhesion.
- Prepare surface to a sandpaper-like texture (CSP 3) by mechanical abrasion or medium water blasting. Refer to ICRI Surface Preparation Guide 03732 for information about Concrete Surface Profile (CSP).
- Surface must be dry and frost free.
- Small voids, air pockets, static cracks up to 1/16 inch and irregularities should be filled with *Plastermix*.
- Repair larger voids and damaged areas with *Conpro Set*.
- For cracks greater than 1/16 inch, rout and caulk with a urethane sealant. Refer to SWRI Sealants – The Professionals' Guide.
- Apply Plastermix to concrete where a monolithic, void free texture is desired.
- Apply Plastermix on reinforced concrete to increase carbonation resistance.

## PRIMING

- Use *Conpro Point 5* on chalky concrete surfaces and to increase coverage on normal substrates.

## MIXING

- Stir or mechanically mix using a low speed drill (400 - 600) until homogenous.
- Mix pails from different batches when an entire surface is visible.

## APPLICATION

- Apply a test sample to determine adhesion. Test using ASTM D3359 cross-hatch adhesion procedure.
- Substrate temperature must be above 45°F.
- Ambient temperature must be above 45°F for the entire curing period.
- Roll, spray or brush apply a uniform 15 mils. wet – dries to 9 mils.
- For roller applications use a 1 - 1-1/4 inch synthetic nap roller depending on texture of substrate.
- For spray applications use a Graco 3500, President or Bulldog or equivalent with a 0.041 - 0.047 tip. Refer to *Conproco Black Book*.
- Spray application must be back rolled for a pin-hole free surface.
- Work to pre-determined break points in the structure.
- Maintain a wet edge.
- Apply a second coat when the first is dry-to-touch.

## CURING

- Protect from moisture for 24 hours and wind driven rain for 72 hours.

## CLEAN UP

- Clean tools and equipment with water. Clean adjacent areas with water before material dries.

**SEALANT-WATERPROOFING & RESTORATION INSTITUTE**

Issued to: Conproco Corporation  
 Product: Conpro Lastic

ASTM D 6904: Resistance to Wind Driven Rain  
 Weight Gain: .3 oz. Water Leaks: none  
 Pass ✓

ASTM D 1653: Moisture Vapor Transmission  
 WVT (grains/ft<sup>2</sup>.h) 11.5 oz. Perms (grains/ft<sup>2</sup>.h.in.Hg): 28  
 Pass ✓

ASTM D 412: Tensile Properties  
 Tensile Strength: 311 psi Elongation: 608%  
 Pass ✓

ASTM C 1305: Cracking Bridging Ability  
 Results: No cracking  
 Pass ✓

ASTM D 2697: Solids Content by Volume  
 Results: 46% Density: 10.6 lbs/gal.  
 Pass ✓

Validation Date: 6/20/12 – 6/19/17

No. 612CON617 Copyright © 2012

**WALLCOATINGS VALIDATION**  
[www.swrionline.org](http://www.swrionline.org)

## COVERAGE/YIELD

- 100 ft.<sup>2</sup>/gal. @ 15 mils. wet.

## PRODUCT HANDLING

### Packaging

- 5 gallon containers.

### Shelf Life

- 18 months in unopened containers.

### Storage

- Protect from freezing.
- Transport and store in cool, clean, dry conditions in unopened containers.
- High temperature will reduce shelf life.

## LIMITATIONS

- Do not apply if precipitation is forecast within 24 hours of application.
- Do not apply in strong winds.
- Do not apply to horizontal or overhead surfaces.
- Do not apply to frozen surfaces.
- Do not apply if temperature of substrate is below 45°F.
- Do not apply if ambient temperature is below 45°F.
- Do not apply in areas susceptible to ponding water.

## DISPOSAL

- Dispose of material in accordance with local, state or federal regulations.

## HEALTH AND SAFETY

- Product is alkaline.
- Do not ingest.
- Avoid contact with skin and eyes.
- Avoid breathing vapors.
- Refer to Material Safety Data Sheet (MSDS) for additional information.

## FIRST AID

- In case of skin contact, wash thoroughly with soap and water. For eye contact, flush immediately with a high volume of water for at least 15 minutes and contact a medical professional. For respiratory problems, remove person to fresh air. If respiratory difficulty persists, contact a medical professional.

## TECHNICAL DATA

Grade		Smooth	Sanded (Textured)
Physical state and appearance		Liquid – tinted – thick paint	Liquid – tinted – thick paint
Base		Aqueous	Aqueous
Polymer		100% acrylic	100% acrylic
pH		9.5 - 10.5	9.5 - 10.5
Percent solids by weight		54%	62%
Percent solids by volume	ASTM D2697	46%	–
Viscosity	ASTM D562	<142 KU	<142 KU
Flame spread	ASTM E84	Zero	Zero
Density of liquid coatings	ASTM D1475	10.6 lbs./gal.	11.2 lbs./gal.
Tear resistance	ASTM D6083	80 lbs./inch.	28 lbs./inch.
Moisture vapor transmission Method B wet cup	ASTM D1653	16.2 perms @ 15 mils. DFT	39 perms @ 15 mils. DFT
Accelerated weathering – QUV	ASTM G154	2000 hours – UV-B cycled with condensation – no effect	Same data as for smooth
Resistance to chemicals	ASTM D1308	Excellent	Excellent
Water penetration and leakage	ASTM E514	100% reduction	100% reduction
Wind driven rain	Fed. Spec TT-C-555B	Pass	Pass
Wind driven rain	ASTM D6904	Pass	–
Dirt pick-up	ASTM D3719	Excellent	Excellent
Low temperature flexibility	ASTM D522	Pass	Pass
Low temperature flexibility after 1000 hrs.	ASTM D522	Pass	Pass
Tensile	ASTM D412	270 psi	–
Elongation	ASTM D412	485%	–
Crack Bridging	ASTM C1305	No Cracking	–

### FOR PROFESSIONAL USE ONLY

Conproco Corp. warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current technical data sheet if used as directed within shelf life. User determines suitability of product for use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor. September 2012.

NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONPROCO CORP. SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES.

**conproco**<sup>®</sup>  
CORPORATION

17 PRODUCTION DRIVE, DOVER, NEW HAMPSHIRE 03820  
TELEPHONE 800.258.3500 • FAX 603.743.5744 • WEB ADDRESS [www.conproco.com](http://www.conproco.com)

# Conpro Lastic

Material Safety Data Sheet  
Effective Date 1/85

HMIS Ratings  
Health-1  
Flammability-0  
Reactivity-0  
Personal Protection-B

## SECTION 1 Hazardous Ingredients

OSHA Ingredient Permissible Exposure Limit: 7600 mg/m<sup>3</sup>

ACGIH Ingredient TLV - TWA: 6000 mg/m<sup>3</sup> STEL

## SECTION 2 Physical Data

pH	Approx. 9.5
Flash point	> 200°F Seta cc
Vapor Pressure	20mmHg
Viscosity	Approx. 3500 cps
Evaporation rate	<1 (Ether =1)
Physical State	Opaque viscous liquid
Odor	Ammoniacal
Sp. Gr.	1.3
% solubility (water)	Reducible by water

## SECTION 3 Reactivity Data

Stable. Thermal decomposition yields oxides of C, Ca, S, N, Ti, Fe, Zn and Halogens.

## SECTION 4 Health Hazard Effects

Skin Effects	Mild skin irritant
Eye Effects	Product is very irritating to the eyes.
Respiratory Effects	Product may cause irritation to upper respiratory tract.

## SECTION 5 First Aid Instructions

Skin Contact	Remove contaminated clothing. Wash exposed area with a large quantity of soap solution or water for at least 15 minutes.
Eye Contact	Immediately flush with water for at least 15 minutes. Contact a physician immediately for additional treatment.
Inhalation Exposure	Remove victim from contaminated area to fresh air. Apply appropriate first aid treatment as necessary.
Ingestion	Do not feed anything by mouth to unconscious or convulsive victim. Dilute contents of stomach. Contact physician immediately.

# Lastic

## SECTION 6 Spill, Disposal and Fire Instructions

Spill Instructions	Ventilate area, and absorb with absorbent material. Place in waste disposal container.
Disposal Instructions	Flush area with water. Wet area may be slippery; if so spread sand or grit.
Fire Extinguishing Instructions	Fire Fighters should wear positive pressure, self contained breathing apparatus (full-face piece type). Extinguishing media may be dry chemical, carbon dioxide, foam or water. Foam or water may create a slippery condition; spread sand or grit.

## SECTION 7 Special Protective Equipment

Ventilation Equipment	Provide adequate ventilation.
Recommended Respiratory Protection	If ventilation is inadequate or significant product exposure is likely, use a respirator with dust/mist/fume cartridges.
Recommended Skin Protection	Rubber gloves
Recommended Eye Protection	Splash proof chemical goggles

## SECTION 8 Storage and Handling Precautions

Storage Instructions	Keep container closed. Protect from freezing.
Handling Instructions	Normal chemical handling

## SECTION 9 Federal Regulations

FIFRA (40 CFR) -EPA Reg. No. Not applicable.  
OSHA (29 CFR Sec. 1910) - Safety and Health Standards-See Section 1.  
FDA (21 CFR) Ingredients authorized under - None.

---

THE INFORMATION CONTAINED HEREIN IS BASED ON DATA CONSIDERED ACCURATE.  
HOWEVER, NO WARRANTY IS EXPRESSED OR IMPLIED REGARDING THE ACCURACY OF THIS DATA  
OR RESULTS TO BE OBTAINED FROM THE USE THEREOF.  
CONPROCO ASSUMES NO RESPONSIBILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE TO VENDEES,  
SUCH VENDEES OR USERS ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE MATERIAL.

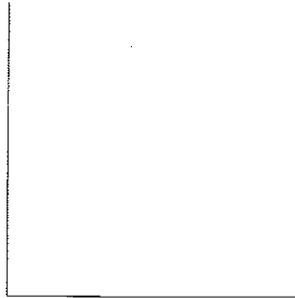
**conproco**<sup>®</sup>  
CORPORATION

17 PRODUCTION DRIVE, DOVER, NEW HAMPSHIRE 03820  
TELEPHONE 800.258.3500 FAX 603.743.5744 WEB ADDRESS [www.conproco.com](http://www.conproco.com)

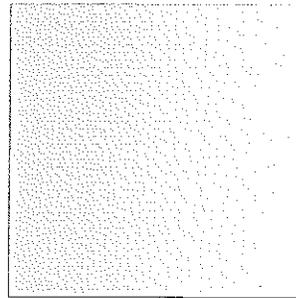
# DESIGNER SERIES

All Designer and Masonry colors available in M3P, M3P Stain, Conpro Lastic, Conpro Flex, Super Color Stain and Conpro Color Coat

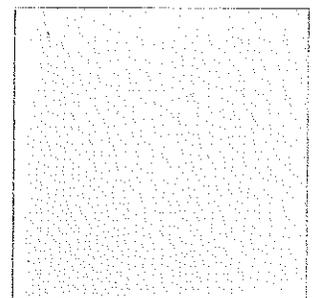
\* Colors not available in M3P or M3P Stain.



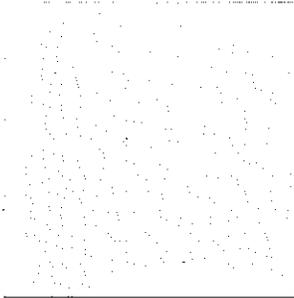
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2009



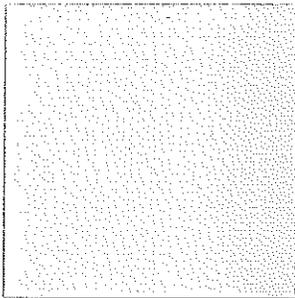
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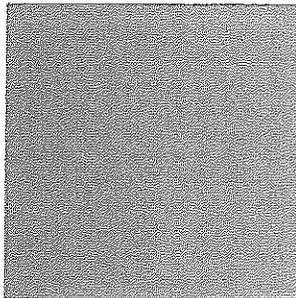
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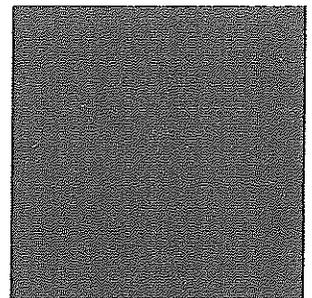
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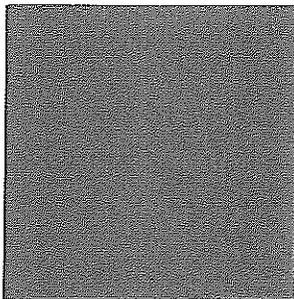
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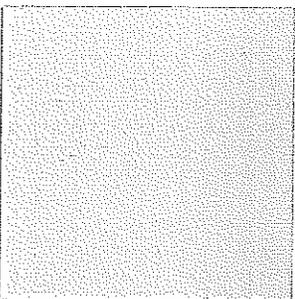
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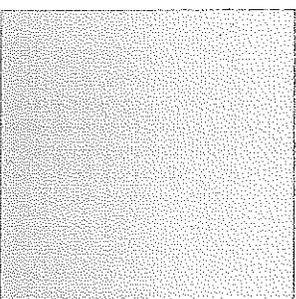
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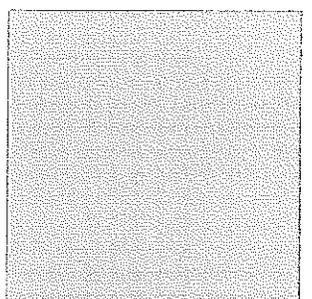
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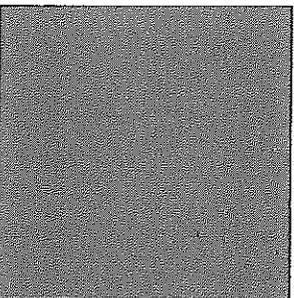
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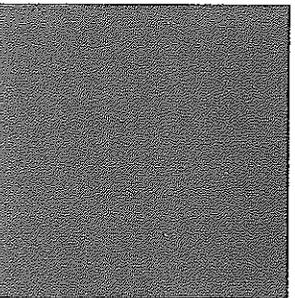
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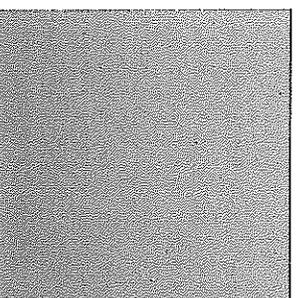
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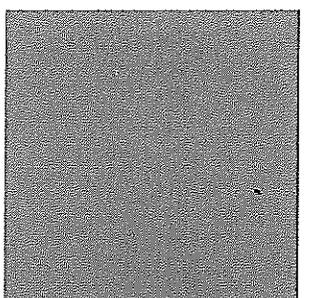
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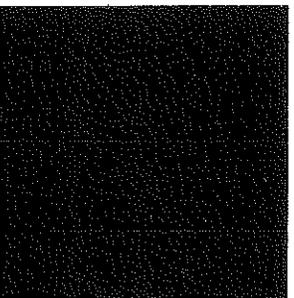
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ASHEN CINDER  
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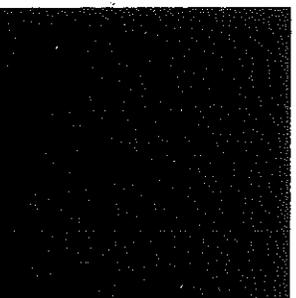
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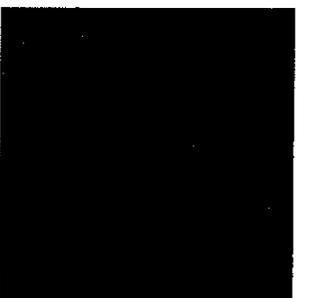
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MILK CHOCOLATE\*  
4009



DEEP BLUSH  
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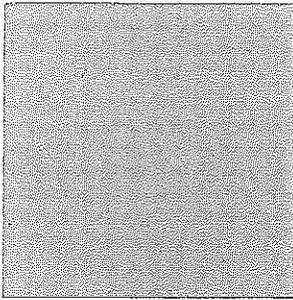


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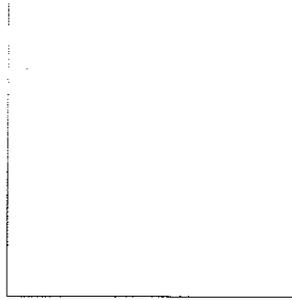
# MASONRY SERIES

Elastideck, Top Coat and Color K-88 Admix are available only in the Masonry Series. Color K-88 Admix is used for Conpro Stucco.

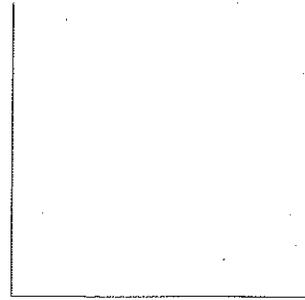
Masonry Series is the 8000 and 9000 series only.



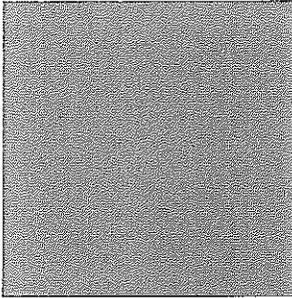
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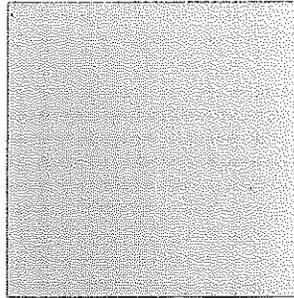
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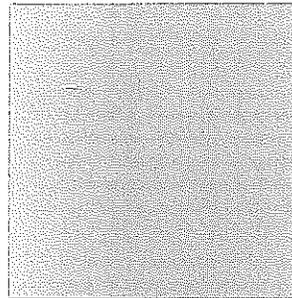
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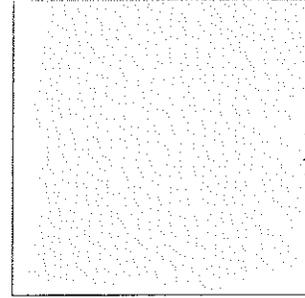
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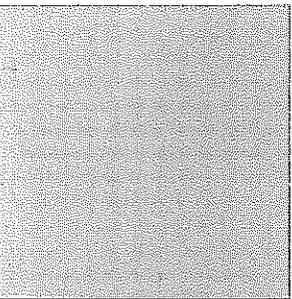
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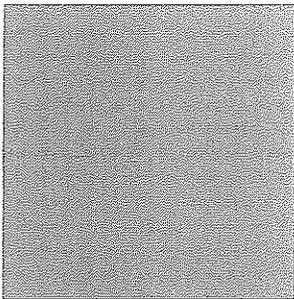
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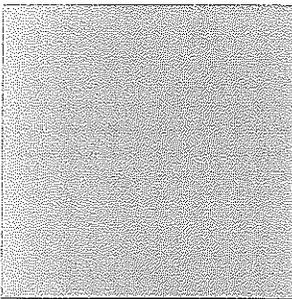
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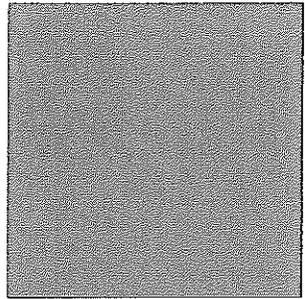
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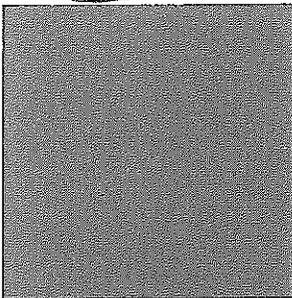
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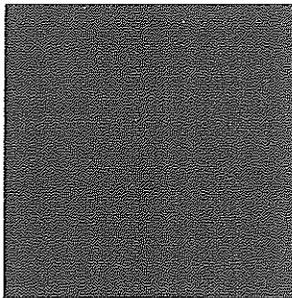
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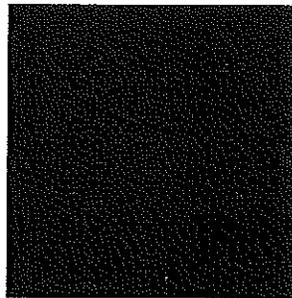
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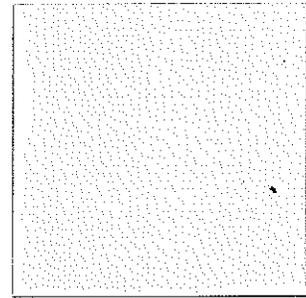
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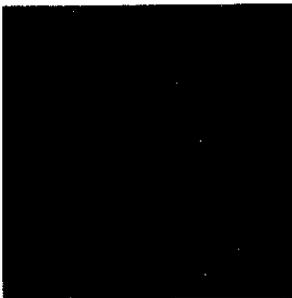
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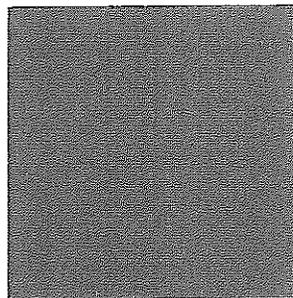
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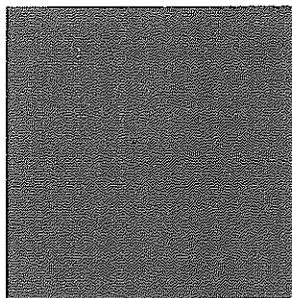
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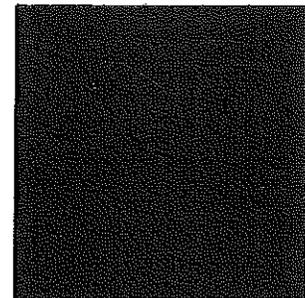
VINTAGE PORT\*  
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HACIENDA  
9109



CARDAMOM  
9209



NAVAJO BROWN  
9309

# Inspection Report & Analysis of



## 116'-4" x 5'-3" $\phi$ Concrete Chimney City of Waco Smokestack 500 Colford Ave. - Waco, TX

Prepared For:

City of Waco, Texas  
1415 N. 4<sup>th</sup> Street  
Waco, TX 76707

Prepared By:

**BEDNASH CONSULTING, INC.**  
ROSELLE, IL ~ 630/351-0397  
JUNE 2, 2015



## **Table of Contents**

	<b><u>Page</u></b>
Report Summary	1
Chimney Description	1
Chimney History	1
Inspection Procedure	2
Inspection Findings	2 - 5
Conclusions / Recommendations	6 - 7

### **Appendix**

Development Drawing	A
Exterior Inspection Photographs	B
Interior Inspection Photographs	C

# City of Waco Smokestack Inspection

## Report Summary

On June 2, 2015 a representative from Bednash Consulting, Inc. performed an inspection of the City of Waco Smokestack located at 200 Colcord Avenue in Waco, TX. The purpose of the inspection was to examine the condition of the chimney and determine if it can be repaired to sound condition.

## Chimney Description

A General Arrangement sketch of the chimney showing key dimensions is presented in Appendix A of this report. A description of the concrete chimney is as follows.

Configuration	Geometry / material: Height: Inside diameters: Outside diameters: Wall thicknesses:	Round (full height) / reinforced concrete 116'-4" (above grade) 5'-3" top / 6'-5" base 6'-1" top / 9'-4" base 5" / 17½" base
Breeching Opening	Quantity / orientation: Size: Sill elevation:	1 / west side. 3'-0" wide x 6'-5" high 11'-5" above grade
Cleanout Opening	Size / sill / orientation:	1'-6" x 2'-8" (sill = 0'-0", east side)
Appurtenances	Tension band: Lightning protection: Exterior platforms: Exterior ladder: Test ports:	One 360 <sup>0</sup> band at the 18'-3" level (two different sizes around perimeter) 2 air terminals, 1 upper encircling cable, 2 downlead cables (north and south sides) None None None

## Chimney History

The exact age of the chimney was not known and no original drawings of the chimney were available at the time of the inspection. Past modifications (most dates unknown) to the chimney are listed below.

- Possible lowering of the chimney by an unknown height.
- Installation of the existing cement cap
- Installation of the lightning protection system
- Installation of the one exterior tension band
- Removal of the boiler duct and installation of the cover plate at the opening
- Removal of the cleanout door at the base of the east side
- Patching of cracked and spalled areas throughout the exterior
- Installation and then removal of an exterior coating
- Removal of seven concrete cores for testing (2007)

## **Inspection Procedure**

A visual inspection of the chimney exterior was performed from grade and a crane-suspended man cage. At accessible areas, the condition of the concrete was visually inspected and hammer tested for soundness. Defects and other areas of concern such as cracks, spalled areas, exposed rebar, etc., were identified and photographed. Exterior photos are presented in Appendix B.

From the top of the chimney, the upper interior surfaces were inspected and photographed. Interior photos are presented in Appendix C. The remaining elevations were inspected by lowering a video camera down for the full height. A copy of the video (DVD format) accompanies this report.

## **Inspection Findings**

**IMPORTANT SAFETY NOTE:** Due to the numerous areas of loose and unstable concrete throughout the upper elevations, the potential for falling debris is extremely high under all weather conditions. A 30' region around the base of the chimney should be cordoned off with barricades, warning signs and red "Danger Tape" and to prevent injury to personnel or damage to equipment by falling debris.

### **Concrete Column (Exterior)**

Due to the varying condition of the concrete over the height of the chimney, the findings for the column have been broken into 3 different regions.

#### **Upper Region (116'-4" to 100' Levels)**

The uppermost 16'-4" was structurally unsound and possessed an immediate safety concern to anyone within 30' of the base of the chimney. This upper region, which measured approximately 5" thick, was deteriorated and damaged beyond repair. Unstable sections of concrete along with numerous exposed rebar were seen around the entire perimeter. A section measuring approximately 12" high by 22" wide has already dislodged from the upper northeast quadrant (Photo 3). Several of the exposed rebar on the exterior were also in danger of dislodging from the wall without notice. In regions that were not spalled, the remaining concrete was completely delaminated. Hammer sounding of exterior surfaces was not performed in this region during the inspection for fear of concrete dislodging from the wall. Photos 1 - 17 show the exterior condition of this region.

#### **Middle Region (100' - 50' Levels)**

The overall condition of this region was poor as nearly all regions were delaminated. The level of delamination varied slightly. Local areas were hammer sounded very lightly to avoid concrete from spalling and dislodging. Only a 5' wide region on the west side between the 50' and 55' levels yielded solid sounding concrete when hammer sounded. The delamination is a result of corrosion along the internal rebar. As spalled areas of concrete dislodged from the upper elevations, the exposed rebar created a path for moisture penetration and then oxidation of rebar in the lower elevations. The expansion of the bars while rusting has created a shear plane in the wall, resulting in the "hollow" sounding results when hammer sounded.

## **Inspection Findings (cont'd)**

### **Concrete Column (Exterior) cont'd**

#### **Middle Region (100' - 50') cont'd**

Several areas possessing a series of vertical cracks were also identified in this region. The elevations and orientations of the more obvious cracks are shown on the Development Drawing in Appendix A. The widths of the cracks ranged from hairline to nearly 1/2" wide while the lengths ranged from several inches to nearly 10'. Photo 19 best shows cracks on the south side between the 80' and 70' levels. The cracks can most likely be attributed to the expansion of the corroding vertical rebar. The effects of freeze-thaw cycles may have played a small role in the formation and expansion of these cracks. In general, hammer sounding along cracked regions yielded severely delaminated concrete. Photos 18 - 23 show the exterior condition of this region.

#### **Lower Region (50' Level - Grade)**

This region of the chimney was by far the most structurally sound and possessed the fewest defects or areas of concern. Defects identified throughout this region are listed below.

1. Five, 2' square or less delaminated regions randomly spaced in the lower 40'.
2. Delaminated areas on west, southwest and south sides above the 45' level.
3. Minor spalling and cracking around the duct, vent and cleanout openings.

The elevation and orientation of the smaller delaminated regions on the exterior are shown on the Appendix A drawing. At each of the five locations, no cracking or spalling was identified.

Defects such as spalling and cracking surrounding the duct and cleanout openings were most likely caused by past corrosion of embedded anchors or frames. No exposed rebar was seen throughout the outer perimeter or inner surfaces of either opening. Several generations of patching and repairs were seen in the sill region of the duct opening (Photo 48). The condition of the repair material was poor (brittle with no bonding capacity) and it was easily removed from the wall. Photos 28 and 32 show the exterior condition of the concrete around the two openings.

Based on measurements obtained during the June 2015 inspection and the previous report on the concrete cores removed from the lower elevations, the wall thicknesses in the lower 52' appeared to range from 17" to 18". This thickness most likely warranted two layers of steel reinforcing, which helped minimize cracking, spalling and delamination. Photos 24 - 32 show the overall good exterior and condition of the chimney in the lower elevations.

## **Inspection Findings (cont'd)**

### **Cement Cap**

After the most recent partial demolition of the chimney where the chimney was lowered to its current elevation, a thin layer of cement (2" max) was poured along the upper surfaces of the concrete wall. The material was most likely installed to protect any exposed rebar. The condition of the remaining cement cap was very poor as numerous cracks and a few dislodged regions were seen. Photos 33 - 38 show the poor condition of the cement cap.

### **Lightning Protection System (LPS)**

The lightning protection system consisted of two air terminals, an upper encircling cable and two downlead cables (north and south sides). None of the cables in the upper elevations were covered with lead as the chimney has not been in service for many years. The south side air terminal was still projecting above the chimney (Photo 1), but the north side one was inverted due to a dislodged anchor (Photo 8). The upper encircling cable was continuous, but nearly all of the anchors were loose due to the poor condition of the concrete. Both downlead cables were continuous from the upper encircling cable to grade and nearly all downlead anchors were present and appeared secure. At grade, both of the downlead cables were broken at the connection to their respective grounding rods (Photo 31). The chimney possessed no protection against lightning strikes.

### **Vent Openings (Four at 12'-0" Level)**

The cast iron frames surrounding the four, 4" square vent openings at the 12' level were in good condition. Each frame possessed surface rust where the exterior coating had peeled, but none were cracked and no holes were seen in the steel. All frames were secure. Photo 27 shows the two vent openings on the south side.

### **Exterior Band (18'-3" Level)**

The single exterior band was secure, but it was uniquely configured. The one half of the 360° band spanning from the north to south sides (around the west side) was 6" wide while the half spanning around the east side was only 3" wide. The splice connectors on the north and south side were typical for the size band they were attached to, but the connection bolts were deformed to fit both size connectors (Photo 30). The poorly configured band was not restricting or limiting any cracks from widening or expanding in length. Photos 27 - 30 show the band.

### **Breeching Duct Opening / Cover Plate**

The original boiler duct had been removed from the chimney many years ago. What appeared to be a closure plate for the duct opening appeared to be buckled and piled up in the base of the chimney. Photos 52 - 54 show the plate in the base.

### **Cleanout Opening (Base of West Side)**

The original cleanout door had been removed from the chimney many years ago. No cover plate existed over the opening and debris from the interior was accumulated in the opening (Photo 32).

## **Inspection Findings (cont'd)**

### **Concrete Column Interior**

Throughout the uppermost 10', the interior of the concrete column possessed numerous spalled areas and cracks. Holes existed through the wall on the west side approximately 4' from the top (Photo 6). Several exposed rebar were also seen in the uppermost 5'. Photos 33 - 38 show the interior condition at the top of the chimney.

Between the 105' and 90' levels, several vertical cracks were seen on the north and east sides, but few spalled areas or exposed rebar were seen. Photo 39 shows this region of the interior. From the video, the few locally spalled areas were seen along cold joints in this region, but the overall condition was fair. Interior surfaces appeared weathered and deteriorated from years of exposure to flue gas, but considering the age of the chimney, surfaces were in relatively good condition.

At the 52' level, the interior possessed a shelf which appeared to measure approximately 10" wide. The shelf is shown in Photos 40 - 42. The shelf was most likely created during the initial construction of the chimney when a change in wall thickness from 17" to 7" was incorporated. Instead of gradually tapering the inner concrete form, the construction company simply repositioned it atop the poured wall at the 52' level and continued upward with the thinner wall.

At the 12' level, deteriorated and spalled areas were also identified surrounding the four, square vents at the 12'-0" level (Photos 49 - 51). No areas were seen throughout the interior where past repairs have been performed.

The interior condition of the concrete column below the duct opening was relatively good. No exposed rebar, obvious cracks or spalled areas were seen. Approximately one foot of accumulated ash and debris existed in the base along with the buckled steel plate. Photo 52 - 54 show the lower elevations of the interior.

## **Conclusions / Recommendations**

**IMPORTANT SAFETY NOTE:** Due to the numerous areas of loose and unstable concrete throughout the upper elevations, the potential for falling debris is extremely high under all weather conditions. A 30' region around the base of the chimney should be cordoned off with barricades, warning signs and red "Danger Tape" and to prevent injury to personnel or damage to equipment by falling debris.

The uppermost 16'-4" was structurally unsound and beyond repair. This region of the chimney should be completely demolished and replaced with either a steel or fiberglass replica if the original height of chimney (116'-4") is required. It is recommended the demolition of this region be performed from a crane suspended manbasket or hydraulic manlift to prevent anyone from working below this region. In lieu of demolishing this region in larger slabs (4' square) which would be the traditional method used by contractors, this region should be removed in a piecemeal fashion and lowered to grade on the exterior of the chimney.

Nearly all exterior surfaces between the 50' and 100' levels were delaminated. The level of delamination varied from region to region, but less than 5% of the wall yielded "solid" sounding concrete when hammer tested. Numerous vertical and horizontal cracks were also identified in this region. Although in very poor condition, repair methods such as reinforcing with carbon fiber may be viable options to bring this region up to sound capacity. Details on one supplier of this method can be found by visiting [www.structural.net/service/strengthening](http://www.structural.net/service/strengthening). Other methods such as forming and pouring or installing an exterior sheath may also be viable, but the costs for these methods would most likely exceed that of strengthening with carbon fiber method.

The condition of the lowermost 50' was good, but local areas of concern were identified. This region of the chimney was structurally sound and minimal repairs are required.

Below the 100' level, interior surfaces beyond the four vent openings at the 12' level were in good condition and no repairs were required. The debris and buckled plate in the base of the chimney needs to be removed to prevent interior corrosion of the concrete at the foundation.

Based on the June 2, 2015 inspection findings, all removal and repair options for the chimney are listed below. Budgetary pricing for each option is presented on the following page.

### Option

- A. Demolish the entire chimney.
- B. Demolish to the 50' level and install a roof and lightning protection system.
- C. Demolish to the 100' level, repair defective exterior regions below 100', install a roof and lightning protection system.
- D. Demolish to the 100' level, repair defective exterior regions below 100', install a 15' high steel or fiberglass replica of the existing chimney to obtain the original height and install a lightning protection system.

## **Conclusions / Recommendations (cont'd)**

Budgetary pricing for each option is listed below.

### Option

- A. Demolish entire chimney.....
- B. Demolish to 50' level, install roof and LPS.....
- C. Demolish to 100', repair below 100', install roof and LPS.....
- D. Demolish to 100', repair below 100', install replica top and LPS.

In addition to the pricing above, the costs to coat exterior surfaces after demolition or repairs are listed below.

- Coat lower 50' (Option B).....
- Coat lower 100' (Option C).....
- Coat entire 115' (Option D).....

# **Appendix A**

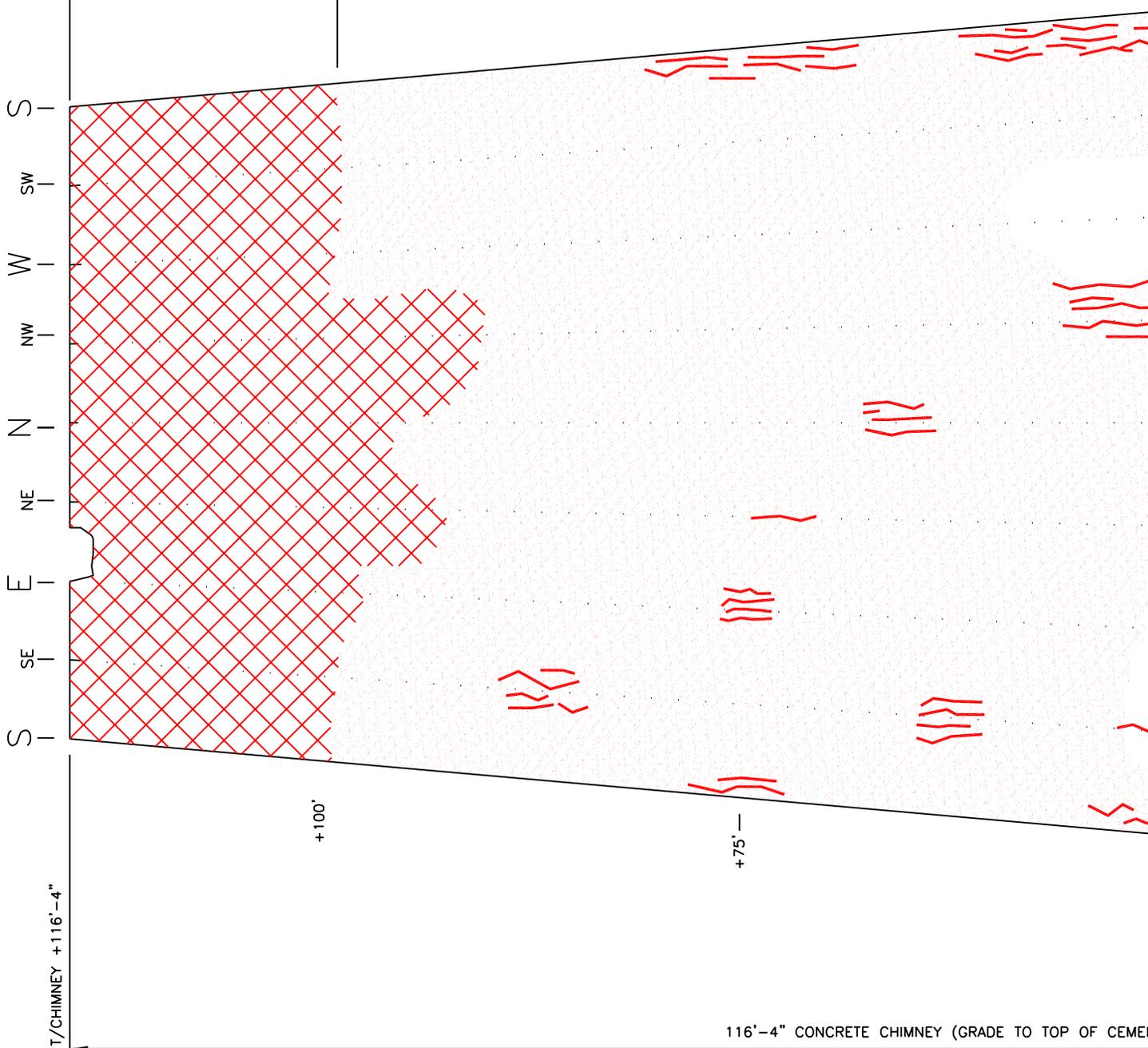
## **Development Drawing**

UPPERMOST 16'-4"

±90% OF ALL AREAS BETWEEN 50' AND 100' LEVELS WERE DELAMINATED

STRUCTURALLY UNSOUND  
(IMMEDIATE SAFETY CONCERN)

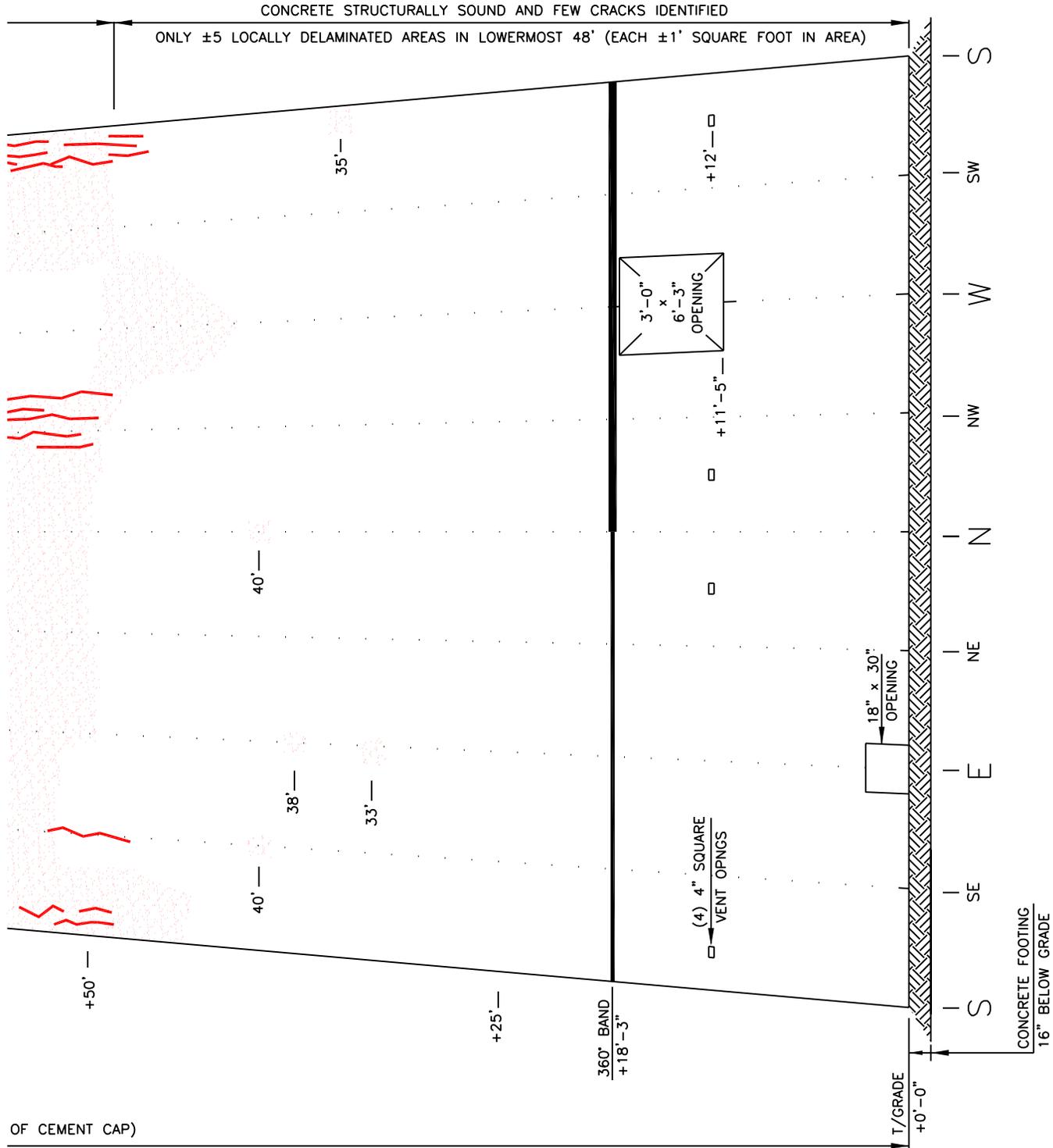
LOCAL AREAS ALONG THE SOUTH AND SOUTHEAST QUADRANTS  
ALSO POSSESSED VERTICAL CRACKS (1/8" TO 1/2" WIDE)



T/CHIMNEY +116'-4"

116'-4" CONCRETE CHIMNEY (GRADE TO TOP OF CEMENT)

ALL TECHNICAL INFORMATION ON THIS DRAWING IS CONSIDERED PROPRIETARY TO BEDNASH CONSULTING INC. THE USE OF THIS INFORMATION SHALL BE LIMITED TO USE FOR THIS OFFER AND RESULTING CONTRACT. THIS INFORMATION SHALL NOT BE REUSED, REPRODUCED OR REDISTRIBUTED WITHOUT WRITTEN PERMISSION.



EXTERIOR INSPECTION FINDINGS

OF CEMENT CAP)

**LEGEND**

- STRUCTURALLY UNSOUND (SAFETY HAZARD)
- DELAMINATED CONCRETE
- VERTICAL OR HORIZONTAL CRACK WITH NO PREVIOUS REPAIRS

0	6/2/15	ISSUED FOR APPROVAL	IES	DB	
REV.	DATE	DESCRIPTION	BY	DESN.	APPD.



**BEDNASH CONSULTING**  
 445 LOCUST LANE  
 ROSELLE, IL. 60172  
 (630) 351-0397

PROJECT:  
 116'-4" x 6'-3"Ø CHIMNEY  
 CITY OF WACO  
 WACO, TEXAS

DRAWING TITLE:  
 EXTERIOR DEVELOPMENT DRAWING

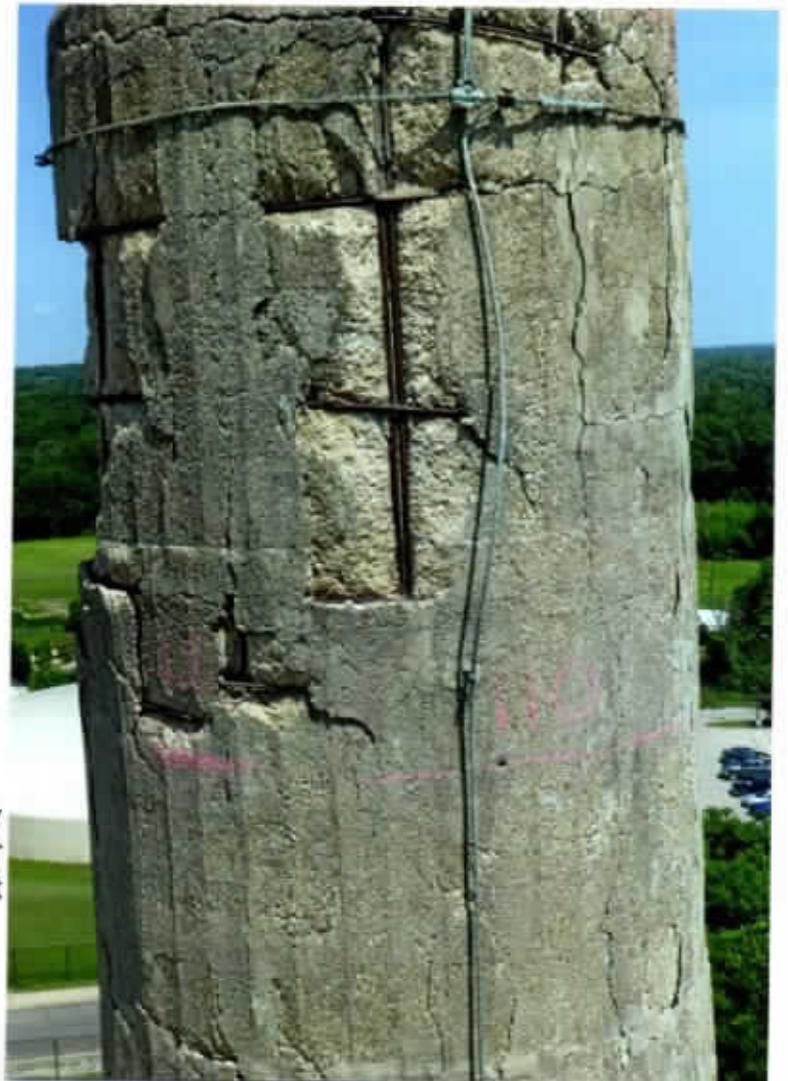
CAD FILENAME:		SCALE: AS NOTED	PLOT SCALE: 1=1
DESN: DB	DRWN: IES	DRAWING NO: 22215-1	REV. 0
CHKD:	DATE: 6/2/15		

## **Appendix B**

### **Exterior Inspection Photographs**



**Photo 1.** Structurally unsound and severely deteriorated condition of the upper elevations (south side). The uppermost 20' posed an immediate safety concern.



**Photo 2.** Structurally unsound and severely deteriorated condition of the upper elevations (south side). The uppermost 20' posed an immediate safety concern.

**Photo 3.**  
Structurally unsound and severely deteriorated condition of the upper elevations (east side). Note the dislodged region. The uppermost 20' posed an immediate safety concern.



**Photo 4.** Structurally unsound and severely deteriorated condition of the east side between the 113' and 109' levels. Demolition is required.



**Photo 5.** Structurally unsound and severely deteriorated condition of the upper elevations (west side). The uppermost 20' posed an immediate safety concern.



**Photo 6.** Structurally unsound and severely deteriorated condition of the upper elevations (west side). The uppermost 20' posed an immediate safety concern.



**Photo 7.** Structurally unsound and severely deteriorated condition of the upper elevations (north side). The uppermost 20' posed an immediate safety concern.



**Photo 8.** Structurally unsound and severely deteriorated condition of the upper elevations (north side). The uppermost 20' posed an immediate safety concern.

**Photo 9.**

Structurally unsound and severely deteriorated condition of the north side between the 113' and 100' levels. Demolition of this region is required.

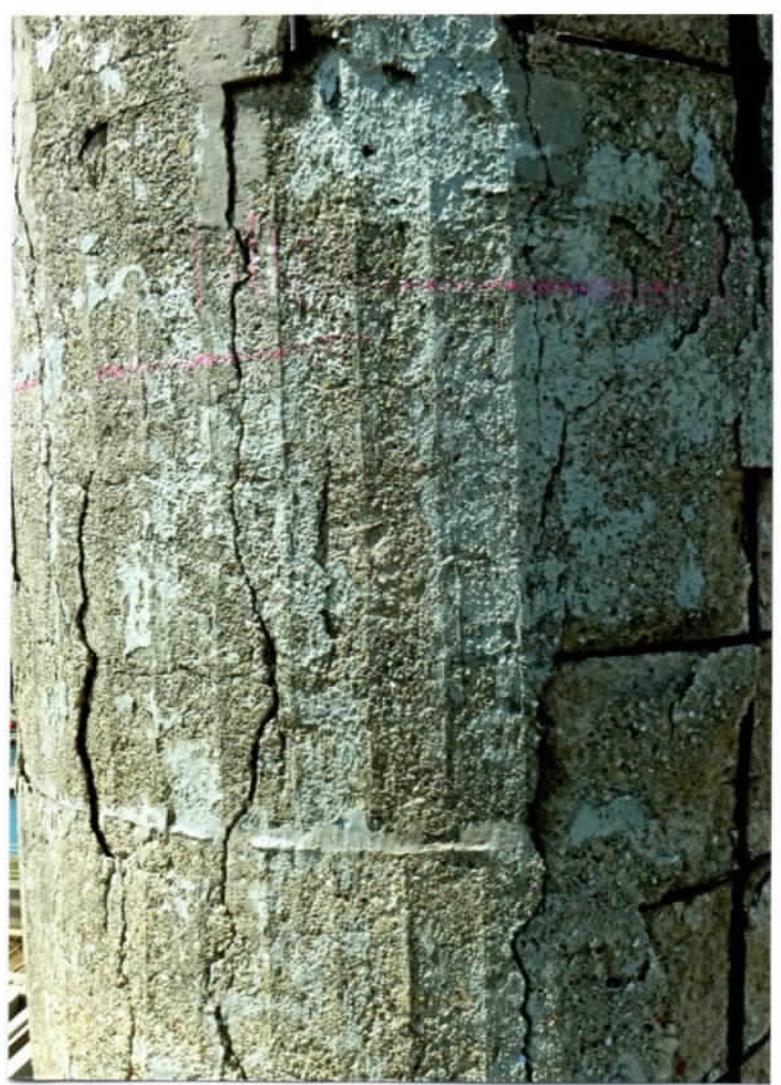


**Photo 10.**

Structurally unsound and severely deteriorated condition of the north side between the 109' and 95' levels. Demolition of this region is required.

**Photo 11.**

Structurally unsound and severely deteriorated condition of the east side between the 111' and 105' levels. Demolition of this region is required.



**Photo 12.** Structurally unsound and severely deteriorated condition of the east side between the 104' and 99' levels. Demolition of this region is required.

**Photo 13.**

Structurally unsound and severely deteriorated condition of the south side above the 110' level. Between the 95' and 110' levels, the concrete wall was delaminated but did not pose an immediate safety concern.



**Photo 14.** Poor exterior condition of the south side between the 104' and 98' levels. Note the cracked and spalled region. The wall was completely delaminated in this region.

**Photo 15.**

Structurally unsound and severely deteriorated condition of the west side between the 112' and 100' levels. Demolition of this region is required.



**Photo 16.**

Poor exterior condition of the west side between the 104' and 90' levels. Note the cracked and spalled regions above the 100' level. Approximately 50% of the concrete wall was delaminated between the 90' and 100' levels.

**Photo 17.**

Severely cracked and deteriorated condition of the east side between the 105' and 98' levels. The concrete wall was completely delaminated in this region.



**Photo 18.**

Poor exterior condition of the east side between the 96' and 85' levels. Approximately 75% of the concrete wall was delaminated in this region.

**Photo 19.**

Poor exterior condition of the south side between the 80' and 70' levels. Note the vertical cracks in the wall. The concrete wall was completely delaminated in this region.



**Photo 20.**

Poor exterior condition of the south side between the 65' and 45' levels. The concrete wall was completely delaminated in this region.

**Photo 21.**

Poor exterior condition of the northwest side between the 60' and 50' levels. Note the one vertical crack. Approximately 50% of the concrete wall was delaminated in this region.



**Photo 22.** Poor exterior condition of the northwest side between the 55' and 50' levels. Note the one crack. Approximately 50% of the wall was delaminated in this region.



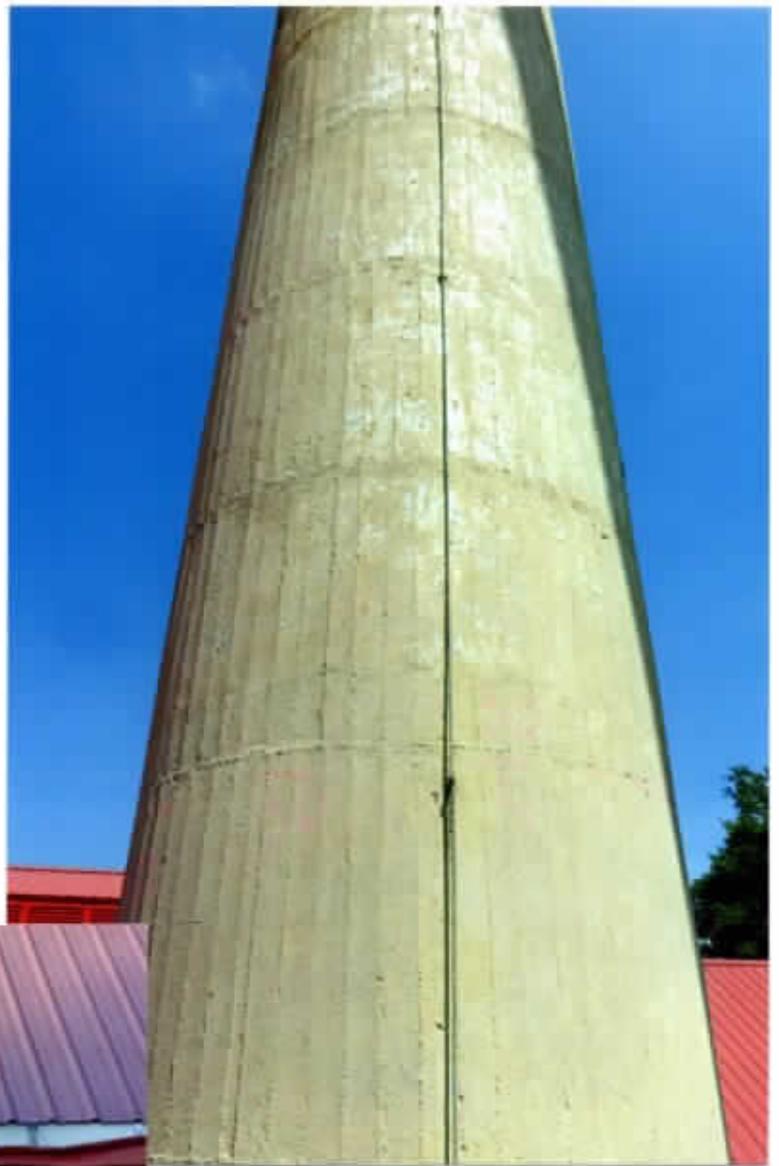
**Photo 23.** Poor exterior condition of the south side between the 53' and 48' levels. Note the thin cracks. Approximately 75% of the wall was delaminated in this region.



**Photo 24.** Fair exterior condition of the south side between the 48' and 35' levels. Very few delaminated areas or cracks were identified in this region.

**Photo 25.**

Fair exterior condition of the south side between the 45' and 25' levels. Only one small delaminated area was identified in this region.



**Photo 26.**

Fair exterior condition of the east side between the 20' level and grade. Only a few minor concerns were seen in this region.

**Photo 27.**

Fair exterior condition of the south side between the 20' level and grade. Only a few minor concerns were seen in this region.



**Photo 28.**

Fair exterior condition of the concrete surrounding the original boiler duct opening (west side between the 20' and 10' levels). The sill region possessed the poorest quality concrete.



**Photo 29.** Deteriorated condition of the single exterior band at the 18'-3" level (south side). Note the different width of the band on each side of the splice connector.



**Photo 30.** Close-up of the deteriorated band splice connector at the 18'-3" level (south side). The band configuration and offset connection bolts were very unique.



**Photo 31.** Fair exterior condition of the south side near grade.  
Note the broken lightning protection system downlead cable.



**Photo 32.** Fair exterior condition of the east side near grade.  
Note the large section of concrete that most likely came from the upper elevations.

## **Appendix C**

### **Interior Inspection Photographs**



**Photo 33.** Poor interior condition of the chimney at the top (west and northwest sides). The upper elevations were structurally sound and posed a safety concern.



**Photo 34.** Poor interior condition of the chimney at the top (north side). The upper elevations were structurally sound and posed a safety concern.



**Photo 35.** Poor interior condition of the chimney at the top (northeast side). The upper elevations were structurally sound and posed a safety concern.



**Photo 36.** Poor interior condition of the chimney at the top (east side). The upper elevations were structurally sound and posed a safety concern.



**Photo 37.** Poor interior condition of the chimney at the top (south side). The upper elevations were structurally sound and posed a safety concern.



**Photo 38.** Poor interior condition of the chimney at the top (west side). The upper elevations were structurally sound and posed a safety concern.



**Photo 39.** Fair interior condition of the chimney looking down from the top. Few spalled areas or cracks were seen below the 105' level.



**Photo 40.** Fair interior condition of the chimney looking down from the 65' level. Note the shelf at the 53' level.



**Photo 41.** Debris along the top of the interior shelf at the 53' level.



**Photo 42.** Close-up of the interior shelf at the 53' level.  
The shelf was most likely a change in wall thickness from 17" to 7".



**Photo 43.** Close-up of the interior shelf at the 53' level. The shelf was most likely a change in wall thickness from 17" to 7".



**Photo 44.** Fair interior condition of the chimney looking down from the duct opening at the 15' level (west side). Few spalled areas or cracks were seen in this region.

**Photo 45.**

Good condition of the concrete wall along the south side of the original boiler duct opening. The outer surface possessed some patch material that was not well bonded.



**Photo 46.**

Good condition of the concrete wall along the north side of the original boiler duct opening. The outer surface possessed some patch material that was not well bonded.



**Photo 47.** Good condition of the concrete wall along the top of the original boiler duct opening. No immediate concerns were seen in this region.



**Photo 48.** Poor condition of the concrete wall along the sill of the original boiler duct opening. Note the cracks, spalled areas, patch material and exposed aggregate.



**Photo 49.** Poor interior condition of the concrete wall local to the vent openings through the wall (12' level, northwest and northeast sides). Note the spalled and deteriorated concrete.



**Photo 50.** Poor interior condition of the concrete wall local to the vent openings through the wall (12' level, northeast and southeast sides). Note the spalled and deteriorated concrete.



**Photo 51.** Poor interior condition of the concrete wall local to the vent openings through the wall (12' level, southeast and southwest sides). Note the spalled and deteriorated concrete.



**Photo 52.** Approximately one foot of debris in the base of the chimney. A buckled steel plate also existed on the debris.



**Photo 53.** Fair interior condition of the chimney looking up from the cleanout door. Note the spalled concrete at the vent and the buckled steel plate in the base.



**Photo 54.** Close-up of the buckled steel plate in the base of the chimney. The plate was most likely a cover plate for the original boiler duct opening.