City of Waco, Texas

Request for Qualifications for

RFQ No. 2022-054
American Plaza to Exchange Parkway Water Transmission Line Improvements

Issue Date: Thursday, August 18, 2022
Closing Date & Time: Tuesday, October 18, 2022 at 2:00 p.m.
Opening Date & Time: Tuesday, October 18, 2022 at 2:01 p.m.

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

For Information Contact: Daryle Bullard, Purchasing Services, 254-750-6616

Zoom & Dial In Information:
See Page 2

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8098
Fax 254 / 750-8063
www.waco-texas.com

ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION

PRE BID/ PROPOSAL	
BID NUMBER:	
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	

BID/ PROPOSAL OPENING	
BID NUMBER:	RFQ 2022-054
DATE:	10/18/22
TIME: CENTRAL	2:01 PM
QUICK LINK:	https://wacotx.zoomgov.com/j/16098468839
MEETING ID:	16098468839
DIAL IN NUMBER:	551-285-1373
PASS CODE:	724176
ADDITONAL INFORMATION:	Zoom and Dial In Only

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City of Waco, Texas

RFQ No. 2022-054
For: American Plaza to Exchange Parkway Water Transmission Line Improvements

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: daryleb@wacotx.gov

Company/Firm: _____

Name of Contact Person(s): _____

Email(s): _____

Telephone: _____ **Fax:**_____

Mailing Address: _____

_____

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

I. Schedule for Solicitation

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 RFQ	**August 18, 2022**
Deadline for questions in 5:00 p.m.	**August 30, 2022**
Receipt of the Statement of Qualifications (SOQs). Zoom Video & Dial In	**October 18, 2022**
Evaluation of the SOQs/Interviews	**November 2022**
Establish final ranking of submitters	**November 2022**
Attempt to Negotiate contract	**November 2022**
Notify submitters of award recommendation	**November 2022**

Tentatively, the final selection decision will be made, and submitters will be notified of an award recommendation during the month of **November 2022.** This schedule is subject to change by the city.

II. Contact with City of Waco

The contact person for this solicitation process is Daryle Bullard, Purchasing Agent who can be reached at:

Email: daryleb@wacotx.gov Telephone: (254) 750-6616 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.

Via U.S. Mail:
City of Waco Purchasing Services
Attn: Daryle Bullard, Purchasing Agent
P.O. Box 2570
Waco, Texas 76702-2570

Via Delivery Services/Personal Delivery:
City of Waco Purchasing Services
Attn: Daryle Bullard, Purchasing Agent
1415 North 4th Street
Waco, Texas 76707

NOTE: US Mail does NOT deliver to street address

Contact with someone other than the Purchasing Agent 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 professional service providers are encouraged to return the Register Interest form on the previous page.

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:

A. "City" means and refers to the City of Waco, Texas.

B. "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.

C. "Contract documents" includes the RFQ and all of the Appendices attached to the RFQ.

D. "Day" means a calendar day unless otherwise specifically defined.

E. "Project" means subject matter for which the professional services are sought.

F. "Project Review Committee" means a committee established by the City to review the qualifications. 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.

G. "RFQ" means and refers to this Request For Qualifications.

H. "Selected Firm" means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the professional services requested in this solicitation.

I. "Selected submittal" means and refers to the Statement of Qualifications submitted by the Selected Firm.

J. "Solicitation" means an RFQ issued by the City Waco seeking services described in the document.

K. "SOQ" means Statement of Qualifications.

L. "Submission" or "Submittal" refers to a response to the RFQ which is a Statement of Qualifications of the submitter.

M. "Submitter" means a firm that submits a Statement of Qualifications in response to this RFQ.

IV. REQUESTED SERVICES

(1) **Professional Services Requested. The City of Waco has issued this Request for Qualifications to select a consulting engineering firm to perform engineering design and construction phase services for a water transmission line project.**

(2) A detailed scope of services is attached in Appendix A.

(3) Design work needs to be completed within **8 months** of the contract, and the construction phase services need to be completed within **8 months** subsequently.

(4) **Background**

The wholesale water demand that serves the IH-35 corridor is projected to rise by 2040. The proposed project will provide the transmission capacity required to meet this demand and supply for the southern portion of Pressure Plane 3. This project consists of a replacement of the existing 16-inch water line with a 30-inch water line along SH 6. This project extends from American Plaza, near Owens Lane Water Tower, tying into Schroeder Water Tower, and ending at Beverly Drive in Pressure Plane 3. In addition to the 16-inch waterline replacement, a new 30-inch and 24-inch waterline will need to be installed for this project.

(5) Found in Appendix A:
EXH-1: American Plaza to Exchange Parkway Water Transmission Line Improvements Project Location Map;
EXH-2: American Plaza to Exchange Parkway Water Transmission Line Improvements Project Pressure Plane Map; and
EXH-3: American Plaza to Exchange Parkway Water Transmission Line Improvements Project Alignment Concept Map

V. Terms, Conditions, and Requirements

In addition to the description of the services, the attached Appendices include the City's Contract Requirements.

VI. 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 submitters for any costs incurred during the preparation or submittal of qualifications 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 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.

V. STATEMENT OF QUALIFICATIONS

A. Submission of Information. Submitters are cautioned that it is each submitter's sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the SOQ. Failure of a submitter to submit such information may cause an adverse impact on the evaluation of the specific SOQ.

B. Submitter Review of RFQ. Submitters are responsible for examining and being familiar with all terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the submitter's risk and will not be a determinative factor when awarding the contract for services. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFQ.

C. Encouraging Competition. The conditions, terms, provisions, and information of this RFQ are written to encourage maximum response to the RFQ. There is no intent to discriminate against any submitter but rather, to set a definite standard of professional quality and experience desired for this project.

D. Submission Contents: The following material must be received by the date set out above in the Schedule of Solicitation for a submitting firm to be considered.

(1) **Title Page:** Title page showing the RFQ subject, the RFQ number, the firm's name; the name, address and telephone number of the contact person, and the date of the SOQ.

(2) **Table of Contents**

(3) **Transmittal Letter:** A signed letter of transmittal briefly stating the submitter's understanding of the work to be done, the commitment to perform the work within the time period, a statement as to why the firm believes it to be the best qualified to perform the engagement**.**

(4) **Detailed SOQ:** The detailed SOQ should follow the order set out as follows:

a) **General Requirements:** The purpose of the SOQ is to demonstrate the qualifications, competence, and capacity of the firm to undertake this project. It must also specify a project approach that will meet the requirements in the RFQ.

b) **License to Practice in the State of Texas:** An affirmative statement should be included that the firm and all assigned professional staff are properly licensed or registered to practice in the state of Texas.

c) **Firm Qualifications and Experience:** The submitter should state the size of the firm, the location of the office from which the work on this project is

to be performed, the number and nature of the professional staff to be employed in this project on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

d) **Joint venture or consortium:** If the submitter is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.

e) **Partner, Supervisory and Staff Qualifications and Experience:** Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists, who would be assigned to the project. If required, indicate whether each such person is registered or licensed to practice in Texas. Provide information on the experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this project.

f) **Consultants and Firm Specialists: <u>Consultants and firm specialists specifically proposed to work on the Water Transmission Line Improvements Project in response to this request for qualifications can only be changed with the express prior written permission of the City of Waco, which retains the right to approve or reject replacements. Partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. Other project personnel may be changed at the discretion of the submitter provided that replacements have substantially the same or better qualifications or experience.</u>**

g) **Organizational Chart:** Attach a one page copy of your business organizational chart for the portion of your business that will be involved with this project, complete with names and titles. On the chart mark the persons who will be involved on this project.

h) **Business Operation:** If the submitter has operated under any other names within the last ten (10) years, provide those names.

i) **Ownership changes:** If submitter anticipates any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months, provide a description of what is anticipated and how that could impact work on this project if awarded the contract.

(5) **Additional background information on <u>no more than 15 pages</u>**

a) **Similar Projects with Other Entities:** For the firm's office that will be assigned responsibility for the project, list the most significant projects (maximum - 5) performed in the last five years that are similar to the project described in this request for qualifications. These projects should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, the original estimate and final cost, whether or not the work was

completed within the time constraints, and the name and telephone number of the principal client contact.

b) **Project Approach / Work Plan:** The SOQ should set forth a work plan, including an explanation of the project methodology to be followed, to perform the required services. The work plan should include at a minimum; itemized tasks, resource requirements, specialized skills needed, special considerations, and possible challenges in completing the project. You should also identify the extent to which City of Waco staff will be involved in the project.

c) **Identification of Anticipated Potential Project Problems:** The proposal should identify and describe any anticipated potential project problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Waco.

d) **Project Schedule:** A project schedule should be a part of the SOQ. This schedule should, at a minimum, indicate the amount of time in weeks that each phase and/or activity identified in **Appendix A** will take to complete. This information should be presented so the Review Committees can see how activities relate to each other as far as timing goes and also how long the project is expected to take from contract execution to completion.

e) **References:** Each response should provide the City at least five (5) references for the firm (and any consultants) that the City may contact to discuss performance on other similar work. At least one of these references must be someone that the firm worked with within the last 24 months. For each reference: project name and location; description of work; contract value of work performed by the firm or consultant and project value; name, address, and telephone number of project owner/representative who oversaw project performance; dates (month/year) contract was issued and actually completed; and contract completion terms.

E. No Price Information. The selection of the Selected Firm under this RFQ shall be in accordance with Chapter 2254 of the Texas Government Code. Do not include any price information within the SOQ. SOQs containing any price information will be automatically disqualified.

F. 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 RFQ or declare that there are no exceptions taken to the RFQ.

G. 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 Tuesday, October 18, 2022.

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

City of Waco Purchasing Services
Attn: Daryle Bullard, Purchasing Agent
1415 North 4th Street
Waco, Texas 76707

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

City of Waco Purchasing Services
Attn: Daryle Bullard, Purchasing Agent
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 proposal 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 Purchasing Agent in a sealed envelope that is clearly marked on the outside as follows:

"RFQ 2022-054, American Plaza to Exchange Parkway Water Transmission Line Improvements"

Opening: 2:00 p.m. (Central Time) **on Tuesday, October 18, 2022**.

To be considered, one (1), unbound, clearly marked "Original" and 3 copies plus a PDF version on electronic media of the Statement of Qualifications must be received by the City's Purchasing Services Department by date and time specified above, **through either U.S. Mail or delivery service/personal. Submissions should be on 8 ½ by 11 paper, in Times New Roman, Arial or Calibri size 12 font.**

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

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

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

H. Modification to or Withdrawal of Submission

Submissions cannot be modified 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 information being modified.

(2) The written modification may be submitted by electronic transmission (fax or email or personal delivery to Purchasing Agent identified earlier in this document. 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 proposer and submitted to a delivery company (UPS, FedEx, etc.) prior to the proposal 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 three (3) days after the closing time of the proposal, 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 proposer who can provide proof of his authority to act for the proposer. 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 proposer may submit a new sealed proposal provided the new proposal is received prior to the closing date and time deadline stated in the RFQ. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

I. Authorized Signature: A SOQ must be manually signed by a person having authority to contractually bind the submitter. Any erasures or other changes must be initialed by the person authorized to sign the SOQ or others who are able to show evidence of authority to execute or sign or behalf of the submitter.

J. SOQ is an Indication of Ability to Perform Requested Services: The SOQ submitted by a firm is an indication of the ability of the firm to perform the requested services.

K. Agreement; Exceptions.

(1) Submission of an SOQ indicates the submitter agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFQ.

(2) Exceptions presented in an SOQ are not to be considered incorporated into the contract between the City and the selected submitter unless and until the City agrees to accept such exceptions.

(3) The selected submitter must acknowledge and agree that the contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the City and the selected submitter.

(4) No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting contract.

(5) The Selected Firm shall be required to execute a contract in the form set forth in Appendix B (7) (with the amount of the fee and negotiated scope of services to be added). The City of Waco reserves the right to modify the contract terms from those shown in Appendix B (7) if deemed to be in the best interest of the City. Firms should review documents in Appendix B for contract terms, insurance amounts, indemnification provisions, and other terms and conditions. If there are provisions that the firm objects to, that objection should be stated in its SOQ submission.

L. Cost to Develop Submission

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

V. EVALUATION OF SUBMITTALS & AWARD OF CONTRACT

LI. General Procedure: The submitted SOQs will be initially reviewed and evaluated by a Project Review Committee. Each SOQ should be submitted as completely and accurately as possible. The City reserves the right to request additional information or clarifications, oral discussions, or presentations in support of the submitted SOQ. The City also reserves the right to allow corrections of errors or omissions.

LII. Evaluation Criteria: Firms meeting the mandatory criteria below will have their SOQs evaluated for technical quality. A point formula will be used during the review and evaluation process by the Project Review Committee to score SOQs. The following represent the principal selection criteria:

(1) **Mandatory Elements:**

a) The firm is licensed or registered to practice in the State of Texas (if the professional services involved require licensing or registration).

b) The firm has no conflict of interest with regard to any other work performed by the firm for the City of Waco.

c) The firm **adheres to the instructions in this RFQ** on preparing and submitting the SOQ, including submission of forms in Appendix C.

(2) **Technical Quality: (Maximum Points - 100)**

a) Expertise and Experience (Maximum Points - **50**)

1. The firm's past experience and performance on comparable projects.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation. Percent of time that will be spent on this project by key personnel (on a monthly basis).

3. Commitment to schedule and redundancy in staffing to ensure deadlines are met.

b) Project Approach (Maximum Points - **40**) - Adequacy of project methodology.
   1. Quality of the proposed work plan, including method and staff resources planned.
   2. Identification of anticipated potential project problems
   3. Project schedule

c) Conformance with RFQ requirements (Maximum Points –**10**)
   1. This includes, but is not limited to, whether forms listed herein were executed and returned as requested.

C. Final Selection

(1) The scoring of the SOQs by the Project Review Committee will be presented to the Director of Water Utility Services, who will determine whether to schedule oral interviews with the top-rated firms.

(2) Based on all information and review, including oral interviews (if conducted), the Director of Water Utility Services shall establish the final ranking of the firms.

(3) The City shall then seek to negotiate a contract with the firm ranked first. If an agreement cannot be reached, efforts to negotiate a contract will then proceed with the firm ranked second. This process will be followed until a satisfactory contract can be negotiated.

D. 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.

Appendix A
Scope of Services

(1) Description of Services
(2) Additional Background, Information or Requirements
(3) Exhibit 1
(4) Exhibit 2
(5) Exhibit 3

Scope of Services

(1) Description of Services

Requested Engineering Services:

The City of Waco is requesting statements of qualifications from experienced professional firms interested in providing engineering services to perform engineering design and construction phase services for the American Plaza to Exchange Parkway Water Transmission Line Improvements Project. Engineering services are to include a route and cost opinion analysis. In addition, the engineer is to determine if easements are required. If so, they will be required to provide all permanent and construction easement documents. The engineer may also assist in acquiring in these easements.

The engineering firm shall provide all contract documents, including all project specific portions of the contract documents, using the latest City of Waco format. Construction documents shall include bid documents, Special Provisions, detailed Technical Specifications, and construction plans. The engineering firm shall provide engineering support services during construction bidding and construction management.

(2) Additional Background, Information or Requirements

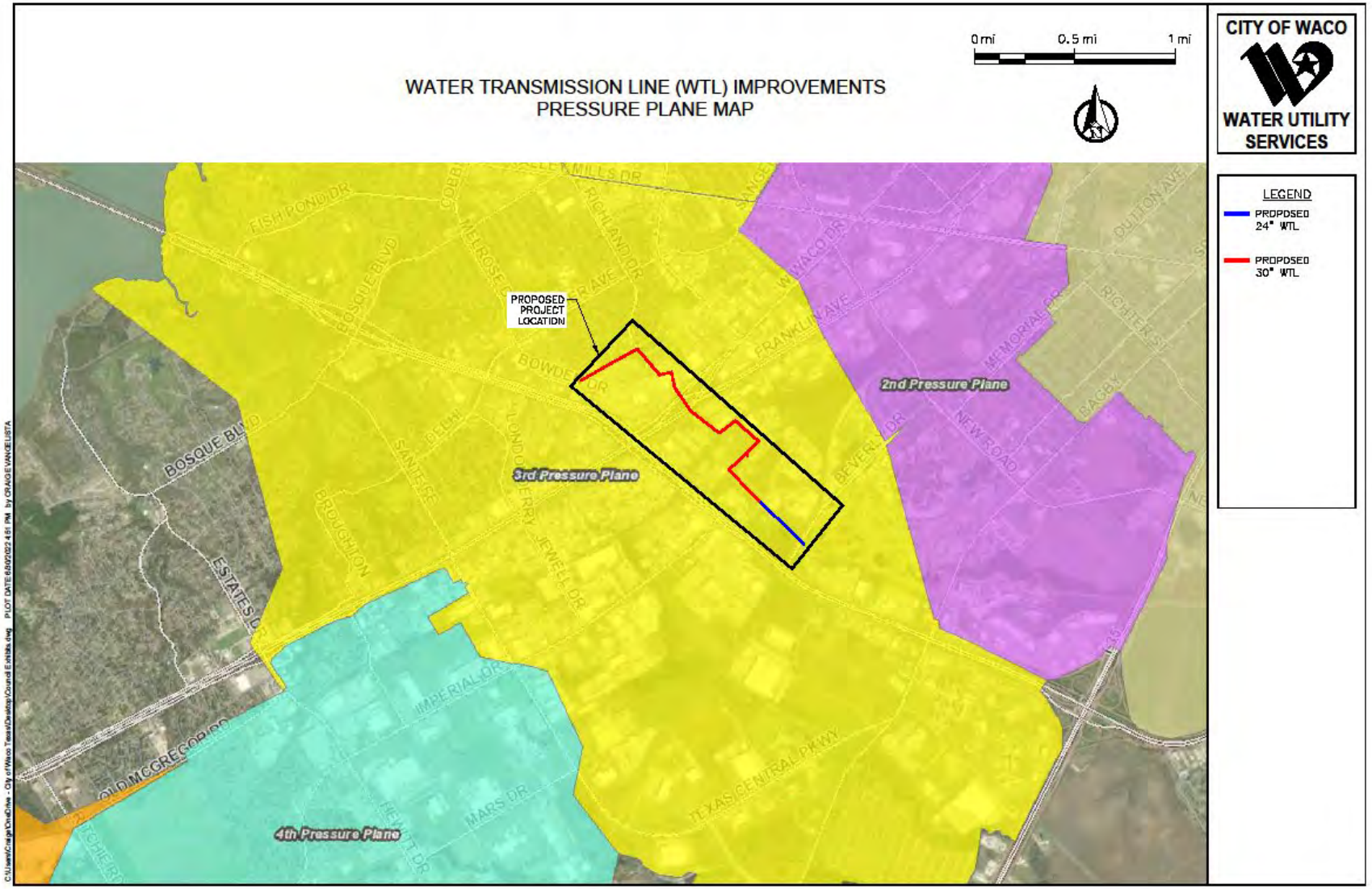
Specific Requirements

1. **Design Services:**
   a) Perform route analysis investigations including field investigations as may be required to determine existing conditions.
   b) Prepare preliminary engineering reports to address alignment and route needs, incorporate value engineering, analyze design complexities, and recommend project alternatives, including but not limited to material and route recommendations.
   c) Final design shall include the preparation of the engineering construction drawings and specifications to be used to secure construction bids for the proposed project. This is to include as needed: Topographic surveys, easements, and property acquisition services, assess environmental issues, cost analysis, engineering estimates, geotechnical investigations, and construction sequencing.
   d) Coordinate with private utilities for potential relocation of utilities, such as electrical, gas, and telecommunications.
   e) Coordinate with local developers to ensure that this project coincides with the existing development along with any other planned future development.
   f) Coordinate with TXDOT for guidance on possible permitting, and any other recommendations for the project.
2. **Design Surveys:**
   a) The firm shall provide design surveys to ensure a level of accuracy appropriate to design the proposed water transmission line per the RFQ. In addition, the firm will evaluate subsurface conditions and drainage boundaries, which will influence the constructability of the chosen design.

3. **Bidding Services:**
    a) The engineering firm shall assist in coordinating and distributing documents for bidding. During the bidding process, the firm shall assist department staff to prequalify contractors in accordance with City of Waco policy, provide clarifications of the contract documents by responding to requests for information in accordance with established protocol, assist in preparation of city council item if necessary, and attend pre-bid meetings. The engineering firm will attend bid opening, review all bids for responsiveness, and prepare a letter report with a complete analysis of the bids and recommendations of the contract award.
4. **Construction Services:**
    a) During construction, the engineering firm shall monitor the operation and progress of the contractor's work.
    b) Provide construction inspection services,
    c) Prepare as-built drawings or record drawings, as may be appropriate.
    d) Assist the City in preparing environmental documents, if any.
    e) Provide project status reports that accurately communicate budget and schedule to City staff as needed and in a timely manner.

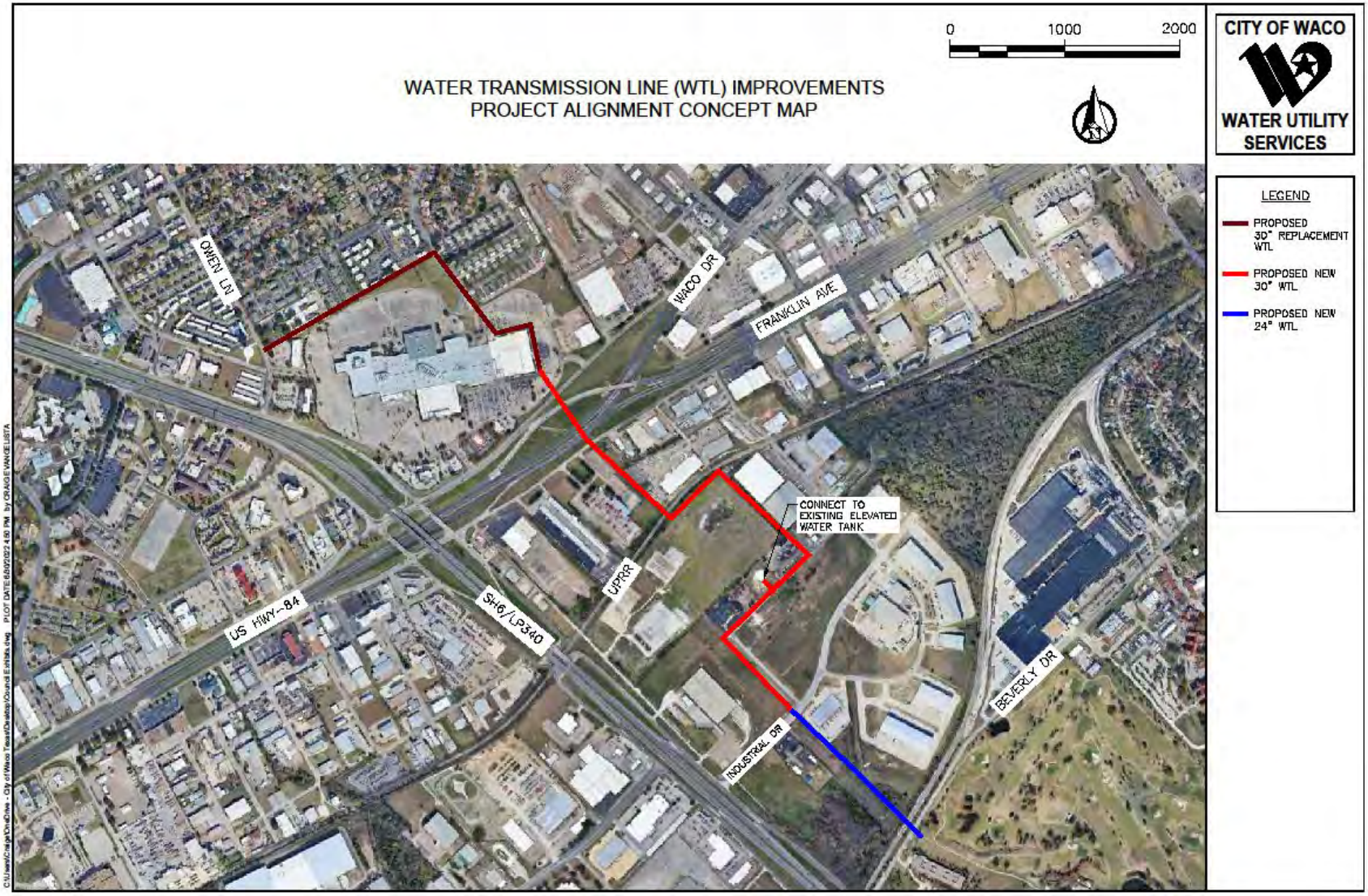
APPENDIX A (3)
EXH-1: American Plaza to Exchange Parkway Water Transmission Line Improvements Project

APPENDIX A (4)
EXH-2: American Plaza to Exchange Parkway Water Transmission Line Improvements Pressure



APPENDIX A (5)

EXH-3: American Plaza to Exchange Parkway Water Transmission Line Improvements Project Alignment



APPENDIX B
Contract Requirements

(1) City of Waco General Terms and Conditions

(2) Additional Terms for Services

(3) Insurance & Indemnification Requirements

(4) Sales Tax Information

(5) HB1295 Information Sheet

(6) Protest Procedure

(7) Proposed Contract Scope

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.

(w) **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85th (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

APPENDIX B.(2)

Additional Terms for Services

(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 this Project in a timely manner is very important to the City of Waco. Submitter 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 Submitter to perform the service, should submitter fail to complete the project within the calendar days specified in the contract, Submitter agrees to pay to City, or have withheld from monies due it, the amount stated in the contract documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Submitter 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 Submitter that said amount is the minimum value of the costs and actual damage caused by the failure of the Submitter 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 solicitation including specifications, each Submitter 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 Submitter must inform itself of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the Submitter 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:** Submitters 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) **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 Contract 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.

(f) **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.

(g) **Invoice Submittal Procedures:** If invoices are submitted or otherwise used pursuant to the bid awarded under this solicitation, the Selected Firm 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.

(h) **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
Professional Services Engineer or Architect (03/22/2018)

Insurance Requirements:

The financial integrity of an ENGINEER or ARCHITECT contracting with the City of Waco (sometimes referred to as "contractor" in this document) is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, 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
Commercial General Liability Including: • Premises/Operations • Independent Engineers *(engineers only)* • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability	$1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	$1,000,000

Term of Policy: With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

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 and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

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.

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 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 or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability Insurance, 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 or designee, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Management Office 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 4th Street, Waco, Texas 76707. To send by email, please contact the Risk Management Office at 254-750-5730 to obtain the 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. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may

occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

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.

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.

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

01-339 Front

(Rev.4-13/8)

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone *(Area code and number)*
Address *(Street & number, P.O. Box or Route number)*	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number *(must contain 11 digits)*	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico *(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)*	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the 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 on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, 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

This certificate should be furnished to the supplier.
Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

01-339 (Back)
(Rev.4-13/8)

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.

sign here ▶ 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 <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

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

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

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.	**OFFICE USE ONLY**
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

Sample Form Not for Use

Procedure to Protest Award Recommendation

A. If a firm or person believes it is injured as a result of an RFQ, 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 RFQ 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 RFQ, 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.

Proposed Contract Scope

All proposing firms must be composed of professionals experienced with project management, along with design and construction of water transmission line projects. At a minimum, firms must employ qualified individuals who are licensed and/or otherwise qualified in the following disciplines:

- Civil engineering,
- Surveying,
- Construction administration,
- Construction inspection,
- Construction cost estimating/value engineering, and
- Project management.

APPENDIX C
Forms to Complete and Return

(1) Submission of Bid/Proposal and Acknowledgment of Addenda
(2) Business Identification Form
(3) Application for Local Preference Consideration 271.905b
(4) Application for Local Preference Consideration 271.9051b
(5) Conflict of Interest Questionnaire (CIQ form)
(6) Disclosure of Relationships with City Council/Officers (City Charter)
(7) HB89 Israel Form - TEXAS GOVERNMENT CODE SECTION 2274.002
(8) Firearm Form - TEXAS GOVERNMENT CODE SECTION 2274.002
(9) Energy Form - TEXAS GOVERNMENT CODE SECTION 2274.002
(10) Minority/Women Owned Business
(11) Litigation Disclosure
(12) Certification Regarding Debarment
(13) Non-collusion Affidavit
(14) Resident Certification
(15) Texas Public Information Act
(16) Drug-Free Work Place Certification

Submission of Bid/Proposal and Acknowledgment of Addenda

RFQ No. 2022-054 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 _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

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: _____

If the entity was formed in another state, registration with the Texas Secretary of State may be required before transacting business in Texas. See http://www.sos.state.tx.us/corp/foreign_outofstate.shtml

Publicly traded company ☐ No ☐ Yes – where traded: _____

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.

1	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
2	Position or title with business entity	
3	Address *(if different from above)*	
4	Who is authorized to execute contracts and other documents?	
5	What is the title or position of the person listed in #4?	
6	**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: _____

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.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provision, corporate bylaw, etc), the certification below may be signed and that document attached to this page.

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 <u>not</u> 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 declaring who has authority to execute a contract on behalf of a business entity, this affidavit must 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

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, A.D., 20____.

(seal)

_____
Notary Public

My Commission Expires:

_____

Application for Local Preference Consideration

Section 271.905 (b) of the Texas Local Government Code
"CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS:

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

Texas Local Government Code Section 271.905 (b): In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with:
(1) the lowest bidder; or
(2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

THIS "APPLICATION FOR LOCAL PREFERENCE CONSIDERATION" DOES *NOT* MEAN THAT THE CITY OF WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS.

BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.

If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:

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

I certify that I am a local bidder.

COMPANY NAME: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS **(DO NOT PUT P.O. MAILING ADDRESS)**:

_____

PRINTED NAME: _____

SIGNATURE: _____

*** Read item #2 above BEFORE signing. ***

PLEASE SIGN AND RETURN WITH BID

Application for Local Preference Consideration

Section 271.9051 (b) of the Texas Local Government Code
"CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES":

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

Texas Local Government Code Section 271.9051 (b): In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:
(1) the lowest bidder; or
(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

THIS "APPLICATION FOR LOCAL PREFERENCE CONSIDERATION" DOES *NOT* MEAN THAT THE CITY OF WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS.

BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.

If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:

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

I certify that I am a local bidder.

COMPANY NAME: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS **(DO NOT PUT P.O. MAILING ADDRESS)**:

_____

PRINTED NAME: _____

SIGNATURE: _____

* Read item #2 above BEFORE signing. ***

PLEASE SIGN AND RETURN WITH BID

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 filed 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 7. 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: Insert the name of the City of Waco officer with whom there is an affiliation to or business relationship. 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.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.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.

4.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.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. 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/htm/LG.176.htm

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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 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

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

Complete A-B if a conflict exist

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Identify and describe the relationship, if applicable

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

7

Signature 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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and

2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By signing below, Contractor hereby verifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

☐ Contractor is a sole proprietor; or

☐ Contractor has less than 10 full-time employees; or

☐ Contract value is for less than $100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) " Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile;

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit;

(3) "Discriminate against a firearm entity or firearm trade association":

(A) means, with respect to the entity or association, to:

(i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

(ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

(iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

(B) does not include:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and

(ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;

(5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;

(6) "Firearm entity" means:

(A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

(B) a sport shooting range as defined by Section 250.001, Local Government Code;

(7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

(A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

(B) has two or more firearm entities as members; and

(C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

☐ Contractor is a sole proprietor; or

☐ Contractor has less than 10 full-time employees; or

☐ Contract value is for less than $100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott energy companies; and

2. Company will not boycott energy companies during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A); and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than $100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

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, Service Disabled Veterans, 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____; Service Disabled Veteran of 20% or more M/F____.

HUB certified _____ YES _____ NO

COMPANY NAME:_____

AUTHORIZED SIGNATURE: _____

TITLE:_____

DATE:_____

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

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/SUBRECIPENT) 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/ SUBRECIPENT) 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/SUBRECIPENT) 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/SUBRECIPENT) 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/SUBRECIPENT) 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/SUBRECIPENT) 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.

CITY OF WACO

Purchasing Department
Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-8060
Fax: 254 / 750-8063
www.waco-texas.com

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/SUBRECIPENT) 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/SUBRECIPENT) 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: _____

PLEASE SIGN AND RETURN WITH PROPOSAL/BID

Revised 10/15/2012

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 _____

County: _____

Zip Code: _____

Address: _____

City: _____

State: _____

SIGNED BY: Date Signed: _____

Print Or Type Name And Title: _____

PLEASE SIGN AND RETURN WITH PROPOSAL/BID

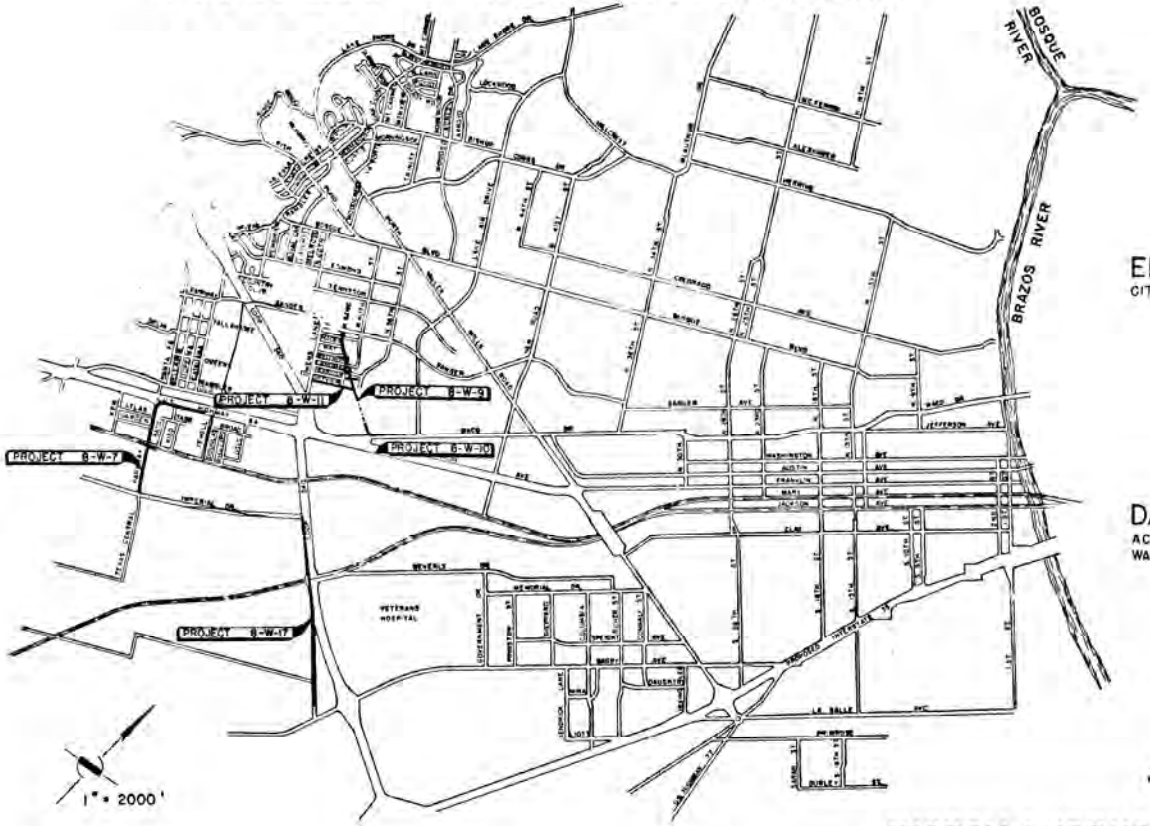
Appendix D
Plans

CITY OF WACO, TEXAS
WATER DEPARTMENT

H. MALCOLM LOUDEN
MAYOR

BOB WOOD
MAYOR, PRO TEM

COUNCILMEN
P. M. JOHNSTON
DR. HOWARD R. DUDGEON, JR.
DR. G.H. RADFORD, SR.
TRAVIS DU BOIS, JR.



ELMER A. ROBERTS
CITY MANAGER

DAVID F. SMITH
ACTING SUPERINTENDENT
WATER DEPARTMENT

"AS BUILTS"

RADY and ASSOCIATES, INC.
CONSULTING ENGINEERS
FORT WORTH, TEXAS
JULY 1969

MISCELLANEOUS 16" WATER MAINS

NOTES
13 - 16" GATE VALVES INSTALLED
24 - 1" TAP ASSEMBLIES INSTALLED

CONTRACT B

PROJECT	SHEETS
8-W-7	1-5
8-W-9	6-9
8-W-10	10
8-W-11	11-12
8-W-17	13-19

W-557

MATCH LINE STA. 20+00

MATCH LINE STA. 30+00

T.P.&L. R.O.W.

STA. 20+00 — INSTALL 16" GATE VALVE & BOX

REMOVE & REPLACE FENCE AS REQUIRED - NO PAY ITEM

O.H.P.P.

STA. 20+78.8 ± STA. 27+96.9 PROJECT 8-W-9 INSTALL 16" GKT. OUTLET

℄ T.P.&L. TRANSMISSION LINE

PROPOSED 16" WATER MAIN

T.P.&L. R.O.W.

16" GATE VALVE

10' PERM. EASEMENT

8" VALVE

8" VALVE

F.H.

40' CONSTRUCTION EASEMENT

STA. 28+90 — INSTALL 16" OUTLET W/8" GATE VALVE & BOX

RICHLAND MALL SHOPPING CENTER

Sta. 20+75
END DEDUCTIVE ALTERNATE No. 2
SEE BID PROPOSAL

PROPOSED 16" WATER MAIN NOT IN THIS UNIT (SEE SHEET #14)

20' PERM. EASEMENT

20' CONST. EASEMENT

615
610
605
600
595
590

20+59 STA. 20+59 — INSTALL 16" GATE VALVE & BOX

STA. 20+78.8 — INSTALL 16" GKT. OUTLET

16" CLASS 150 CONC. PRESSURE PIPE

16" GATE VALVE

STA. 28+90 — INSTALL 16" OUTLET W/8" GATE VALVE & BOX

20 21 22 23 24 25 26 27 28 29 30

"AS BUILTS"
STIMSON-W. WACO IND.

STATE OF TEXAS — REGISTERED PROFESSIONAL ENGINEER

CITY OF WACO, TEXAS
WATER DEPARTMENT

PROJECT NO. 8-W-9

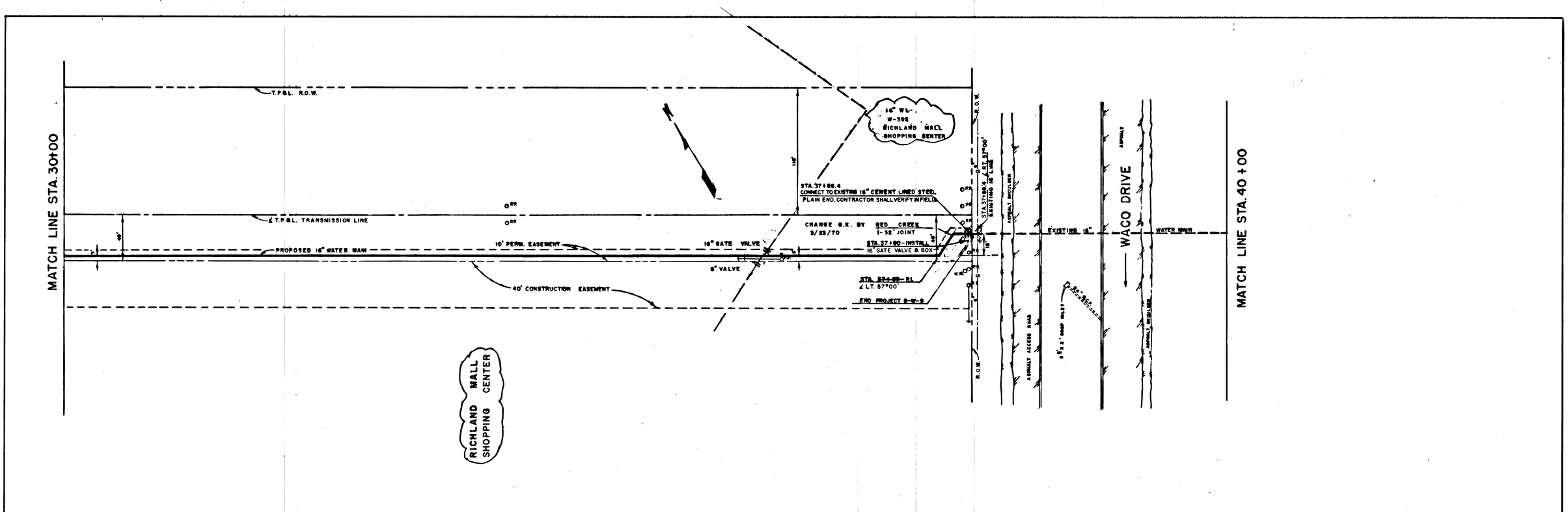
16" WATER FEEDER MAIN

STA. 20+00 to STA. 30+00

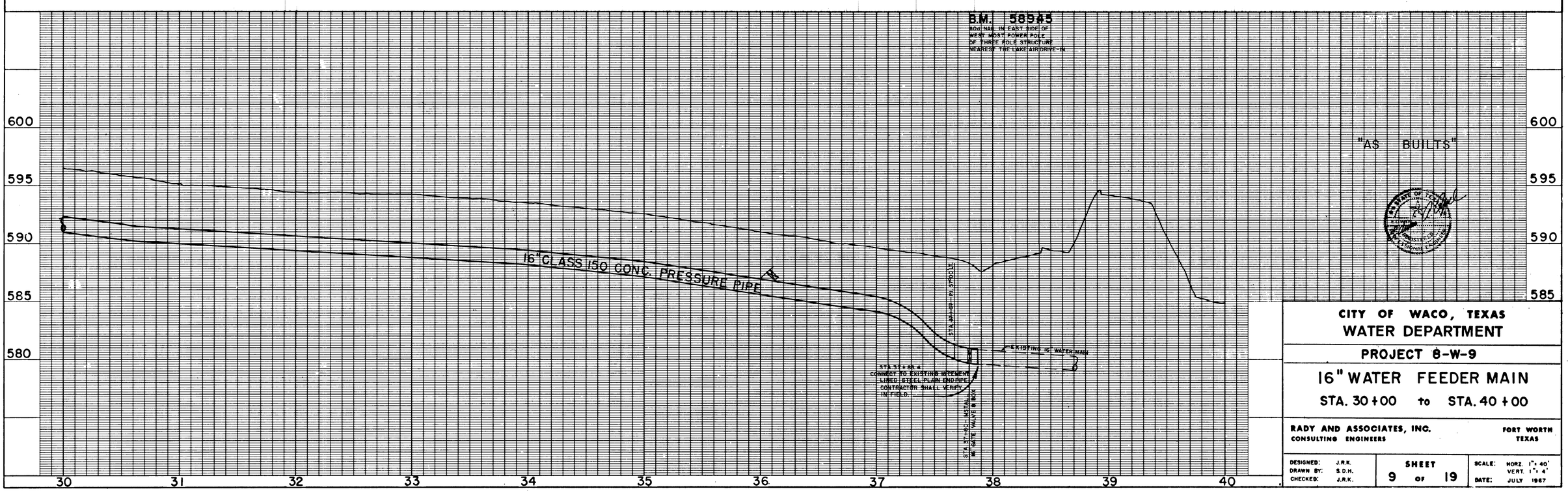
RADY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
FORT WORTH TEXAS

DESIGNED: J.R.K.	SHEET	SCALE:	HORZ. 1"= 40'
DRAWN BY: S.D.H.	8 OF 19		VERT. 1"= 4'
CHECKED: J.R.K.		DATE:	JANUARY 1968

W-565



B.M. 58945
ROD NAIL IN EAST SIDE OF WEST MOST POWER POLE OF THREE POLE STRUCTURE NEAREST THE LAKE AIRDRIVE-IN



"AS BUILTS"

CITY OF WACO, TEXAS
WATER DEPARTMENT

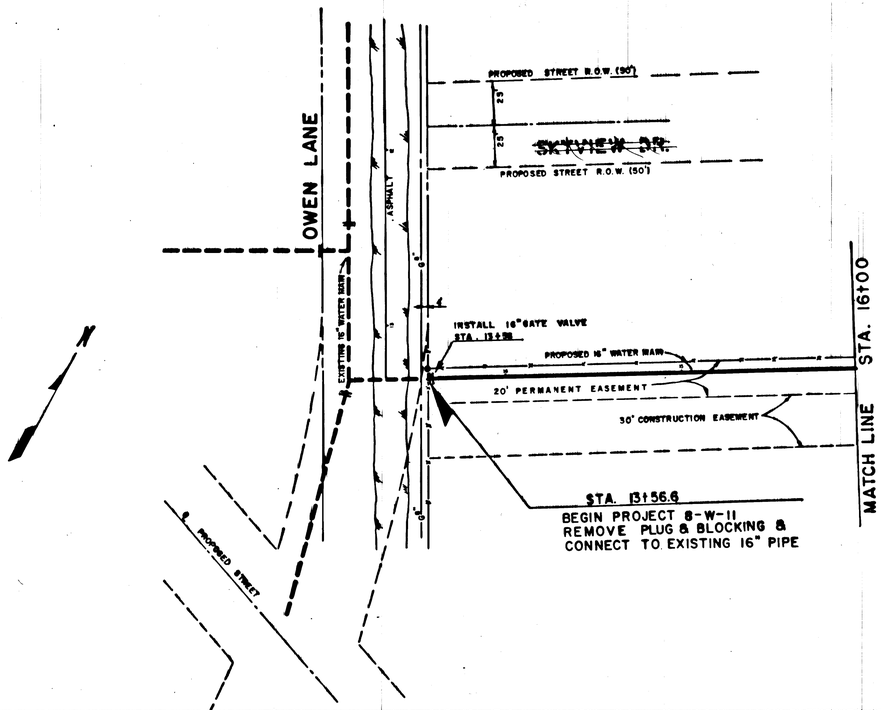
PROJECT 8-W-9

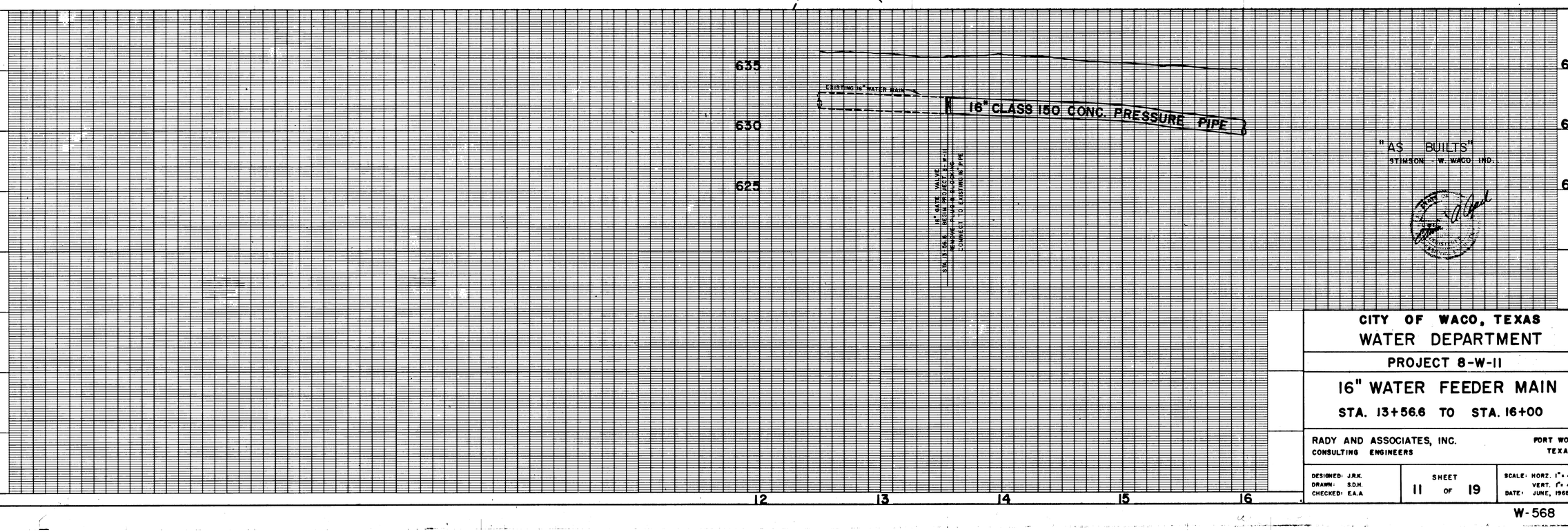
16" WATER FEEDER MAIN
STA. 30+00 to STA. 40+00

RADY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
FORT WORTH TEXAS

DESIGNED: J.R.K.	SHEET 9 OF 19	SCALE: HORZ. 1"= 40'	
DRAWN BY: S.D.H.		VERT. 1"= 4'	
CHECKED: J.R.K.		DATE: JULY 1967	

W-566





"AS BUILTS"
STIMSON - W. WACO IND.

CITY OF WACO, TEXAS
WATER DEPARTMENT

PROJECT 8-W-11

16" WATER FEEDER MAIN

STA. 13+56.6 TO STA. 16+00

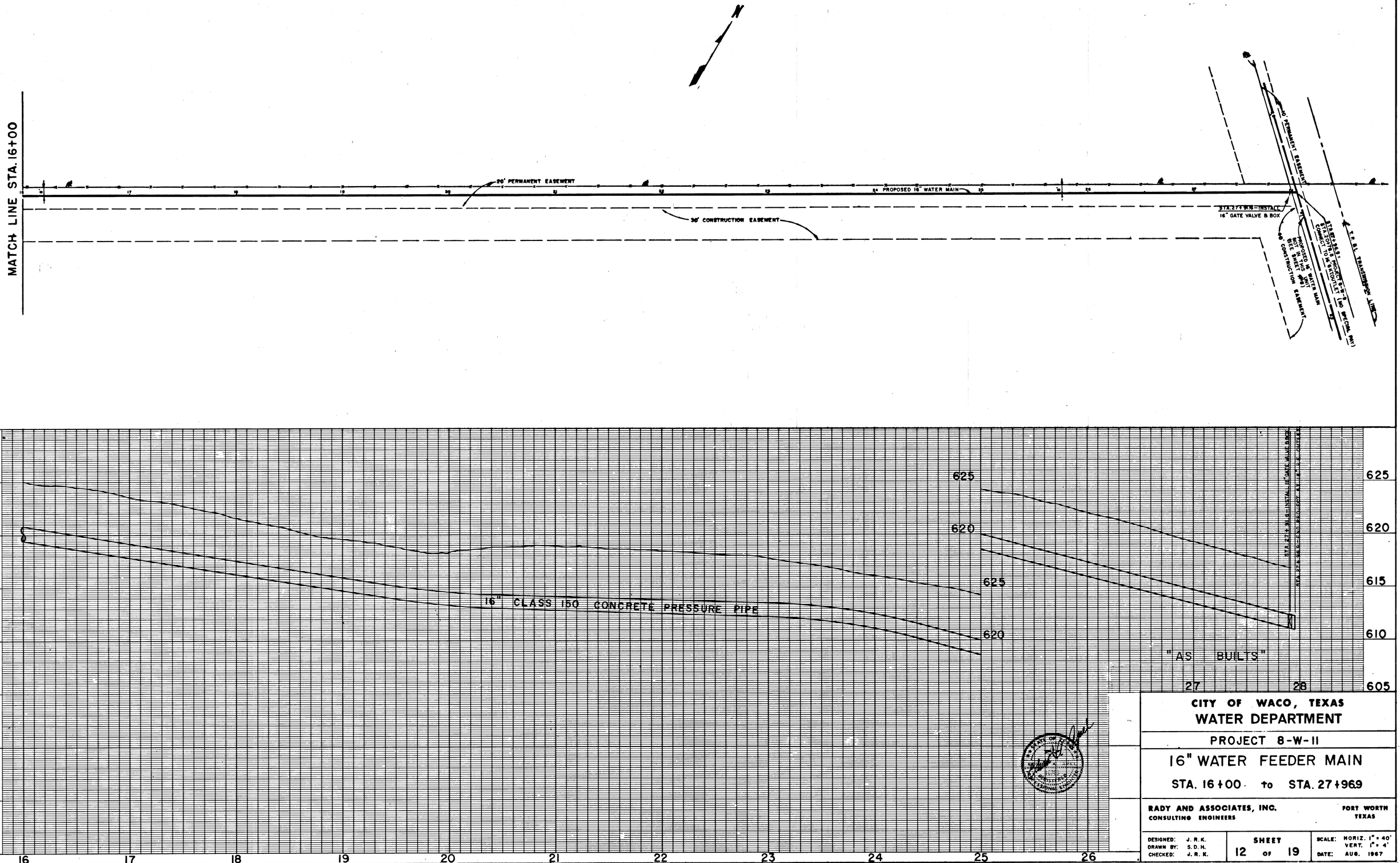
RADY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
FORT WORTH TEXAS

DESIGNED: J.R.K.
DRAWN: S.D.H.
CHECKED: E.A.A.

SHEET 11 OF 19

SCALE: HORZ. 1"= 40'
VERT. 1"= 4'
DATE: JUNE, 1968

W-568



CITY OF WACO, TEXAS
WATER DEPARTMENT

PROJECT 8-W-11

16" WATER FEEDER MAIN

STA. 16+00 to STA. 27+969

RADY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
FORT WORTH TEXAS

DESIGNED: J. R. K. DRAWN BY: S. D. H. CHECKED: J. R. K.	SHEET 12 OF 19	SCALE: HORIZ. 1" = 40' VERT. 1" = 4' DATE: AUG. 1967

W-569

SEE SP83 FOR STORM DRAINAGE STRUCTURE AND PIPE SIZES.

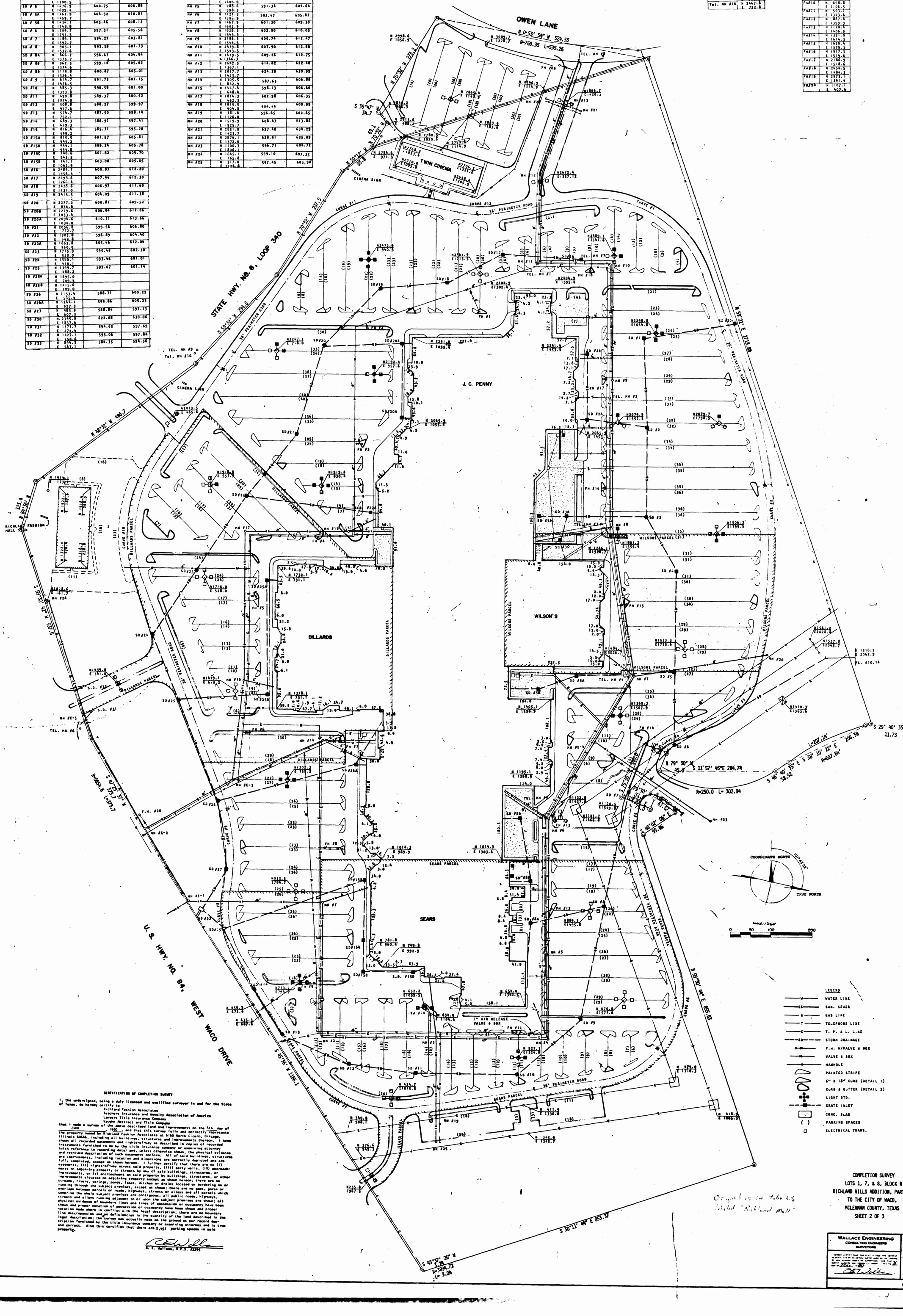
STORM DRAINAGE STRUCTURES			
NO.	COORDINATES	FLOW LINE ELEV.	TOP ELEV.
SD # 1	N 2297.2 E 1613.2	606.25	611.63
SD # 2	N 2079.9 E 1624.7	603.84	610.62
SD # 2A	N 2094.9 E 1475.2	607.33	613.46
SD # 2B	N 2258.5 E 1475.1	609.62	613.66
SD # 3	N 1860.1 E 1626.7	602.85	608.81
SD # 3A	N 1858.5 E 1430.6	604.96	609.02
SD # 3B	N 1859.2 E 1362.1	606.18	611.05
SD # 3C	N 1794.8 E 1416.5	606.70	610.64
SD # 4	N 1728.5 E 1700.5	601.16	607.85
SD # 5	N 1476.9 E 1699.4	600.75	606.88
SD # 5A	N 1467.9 E 1459.7	604.32	610.01
SD # 5B	N 1451.7 E 1368.8	605.46	608.12
SD # 6	N 1309.7 E 1701.5	597.31	605.56
SD # 7	N 1189.1 E 1552.7	594.27	603.81
SD # 8	N 905.1 E 1232.6	593.38	601.73
SD # 8A	N 866.7 E 1175.2	596.67	604.94
SD # 8B	N 962.5 E 1374.6	599.14	605.62
SD # 8B	N 1119.8 E 1326.4	600.87	605.01
SD # 9	N 614.7 E 1476.5	591.73	601.15
SD #10	N 585.3 E 1323.8	590.58	601.00
SD #11	N 490.8 E 1074.0	589.37	600.52
SD #12	N 508.8 E 917.6	588.27	599.97
SD #13	N 574.7 E 752.1	587.50	598.14
SD #14	N 689.3 E 672.2	586.91	597.41
SD #15	N 816.4 E 599.2	585.71	595.20
SD #15A	N 815.5 E 945.2	601.57	605.81
SD #15B	N 964.1 E 943.8	599.24	605.78
SD #15C	N 740.6 E 943.5	601.62	605.76
SD #15D	N 741.1 E 1062.9	603.00	605.65
SD #16	N 2489.7 E 1456.4	609.87	612.20
SD #17	N 2493.6 E 1266.4	607.94	612.30
SD #18	N 2428.6 E 1131.0	606.97	611.60
SD #19	N 2415.3 E 1000.2	604.09	611.38
SD #20	N 2277.2 E 836.8	600.81	609.52
SD #20B	N 2279.6 E 1033.4	606.84	612.06
SD #20A	N 2094.6 E 1034.0	610.11	613.66
SD #21	N 2056.8 E 772.7	599.56	606.80
SD #22	N 1903.8 E 693.8	596.89	604.40
SD #22A	N 1865.8 E 969.0	605.46	612.04
SD #23	N 1715.9 E 528.0	595.45	602.30
SD #24	N 1580.1 E 416.1	593.46	601.01
SD #25	N 1399.7 E 488.2	592.07	601.14
SD #25A	N 1695.0 E 709.4		
SD #25B	N 1415.0 E 709.0		
SD #26	N 1153.4 E 525.4	588.71	600.22
SD #26A	N 1344.1 E 527.3	599.86	605.33
SD #27	N 983.9 E 607.3	588.84	597.13
SD #30	N 2345.0 E 1837.6	622.68	630.06
SD #31	N 1371.7 E 274.4	594.65	597.69
SD #32	N 1427.1 E 260.6	595.06	597.84
SD #33	N 894.3 E 547.1	584.35	594.56

SANITARY SEWER MANHOLES			
NO.	COORD. NATES	FLOWLINE ELEV.	TOP ELEV.
MH #E-1	N 909.5 E 522.3	58..02	593.41
MH #E-2	N 1083.4 E 415.9	582.70	595.00
MH #E-3	N 1205.6 E 623.1	585.04	603.02
MH #E-4	N 1310.8 E 1504.8	596.32	607.15
MH #E-5	N 1362.3 E 2527.7	590.36	598.33
MH #1	N 906.8 E 843.9	586.80	602.23
MH #2	N 574.4 E 846.1	588.52	600.31
MH #3	N 574.8 E 1227.3	590.41	602.83
MH #4	N 575.4 E 1400.0	590.30	602.11
MH #5	N 788.6 E 1398.3	591.34	604.64
MH #6	N 1121.5 E 1392.9	592.47	605.87
MH #7	N 1467.9 E 1602.9	601.30	609.30
MH #8	N 1838.3 E 1543.3	602.90	610.05
MH #9	N 2186.5 E 1546.5	605.74	612.47
MH #10	N 2479.8 E 1543.5	607.90	612.86
MH #11	N 2479.5 E 1366.3	609.26	612.75
MH #12	N 2692.5 E 1367.1	614.82	622.40
MH #13	N 2857.7 E 1423.7	624.29	630.99
MH #14	N 1305.5 E 862.2	587.63	606.88
MH #15	N 1447.4 E 648.4	598.13	606.66
MH #17	N 1814.3 E 462.3	602.98	606.35
MH #18	N 1815.5 E 904.0	604.49	609.99
MH #19	N 381.6 E 1126.0	596.65	602.65
MH #20	N 1519.9 E 1925.7	608.47	613.86
MH #21	N 2851.0 E 1423.7	627.40	634.29
MH #22	N 2876.1 E 1372.6	628.91	635.09
MH #23	N 1100.3 E 1806.1	596.71	604.72
MH #24	N 1645.1 E 165.8	599.10	607.25
MH #25	N 317.0 E 1126.8	597.45	603.90

CENTERLINE CURVE DATA		
NO.	Δ	RADIUS
1	79° 00' 00"	282.00'
2	33° 30' 00"	182.00'
3	53° 48' 37"	156.45'
4	63° 51' 20"	58.00'
5	36° 10' 00"	218.00'
6	99° 59' 14"	207.00'
7	44° 47' 13"	257.00'
8	41° 33' 31"	232.00'
9	30° 35' 59"	468.00'
10	56° 35' 50"	332.00'
11	68° 34' 01"	282.00'
12	42° 00' 19"	268.00'

TELEPHONE MANHOLES	
NO.	COORDINATES
Tel. MH #1	N 2-75.4 E 355
Tel. MH #2	N 2135.7 E 153.4
Tel. MH #3	N 183..2 E 1535.2
Tel. MH #4	N 1468.6 E 1592.6
Tel. MH #5	N 1112.2 E 1321.1
Tel. MH #6	N 1531.0 E 247.8
Tel. MH #7	N 2470.3 E 1524.7
Tel. MH #8	N 2981.4 E 1513.9
Tel. MH #9	N 2475.1 E 728.5
Tel. MH #10	N 2467.8 E 722.8

FIRE HYDRANTS	
NO.	COORDINATES
FH#1	N 2348.1 E 1215.4
FH#2	N 2107.6 E 944.5
FH#3	N 2026.1 E 931.6
FH#4	N 1911.5 E 825.1
FH#5	N 1659.2 E 675.1
FH#6	N 1320.9 E 664.7
FH#7	N 1301.3 E 889.7
FH#8	N 1040.1 E 891.2
FH#9	N 708.5 E 816.0
FH#10	N 618.8 E 1106.5
FH#11	N 593.1 E 1323.6
FH#12	N 887.4 E 1399.3
FH#13	N 1120.4 E 1406.9
FH#14	N 1331.0 E 1614.3
FH#15	N 1639.4 E 1529.3
FH#16	N 1917.3 E 1519.6
FH#17	N 2186.9 E 1518.6
FH#18	N 2454.5 E 1484.3
FH#19	N 2973.1 E 1391.4
FH#20	N 1107.1 E 497.9



CERTIFICATION OF COMPLETION SURVEY

I, the undersigned, being a duly licensed and qualified surveyor in and for the State of Texas, do hereby certify to

Richland Fashion Associates
Teachers Insurance and Annuity Association of America
Lawyers Title Insurance Company
Vaughn Abstract and Title Company

that I made a survey of the above described land and improvements on the 4th day of June, 1980, and that this survey fully and correctly represents the property owned by Richland Fashion Associates at 6160 North Cicero, Chicago, Illinois 60646, including all buildings, structures and improvements thereon. I have shown all recorded easements and rights-of-way as described in copies of recorded instruments furnished to me by the title insurance company or examining attorney (with reference to recording data) and, unless otherwise shown, the physical evidence and recorded description of such easements conform. All of said buildings, structures and improvements, including location and dimensions are correctly depicted and are fully completed, except as shown hereon. I further certify that there are no (i) easements, (ii) rights-of-way across said property, (iii) party walls, (iv) encroachments on adjoining property or streets by any of said buildings, structures, or improvements, or (v) encroachment on said property by buildings, structures, or improvements situated on adjoining property except as shown hereon; there are no streams, rivers, springs, ponds, lakes, ditches or drains located or bordering on or running through the subject premises, except as shown; there are no gaps, gores or overlaps between parcels or roads; highways, streets or alleys and all parcels which comprise the whole subject premises are contiguous; all public roads, highways, streets and alleys running adjacent to or upon the subject premises are shown; all physical evidence of boundary lines and lines of possession or occupancy have been shown and proper notation of possession or occupancy have been shown and proper notation made where in conflict with the legal description; there are no boundary line descrepancies and no deficiencies in the quantity of the land described in the legal description; the survey was actually made on the ground as per record description furnished by the title insurance company or examining attorney and is true and correct. Also this certifies that there are 2,451 parking spaces in said property.

R. E. Wallace, R.P.S. #2295

LEGEND

- W — WATER LINE
- SS — SAN. SEWER
- G — GAS LINE
- T — TELEPHONE LINE
- E — T. P. & L. LINE
- SD — STORM DRAINAGE
- F.H. W/VALVE & BOX
- VALVE & BOX
- MANHOLE
- PAINTED STRIPE
- 6" X 18" CURB (DETAIL 1)
- CURB & GUTTER (DETAIL 2)
- LIGHT STD.
- GRATE INLET
- CONC. SLAB
- ( ) PARKING SPACES
- ELECTRICAL TRANS.

COMPLETION SURVEY
LOTS 1, 7, & 8, BLOCK R
RICHLAND HILLS ADDITION, PART 7
TO THE CITY OF WACO,
MCLENNAN COUNTY, TEXAS
SHEET 2 OF 3

WALLACE ENGINEERING
CONSULTING ENGINEERS
SURVEYORS

R.E. WALLACE 2295 REGISTERED PUBLIC SURVEYOR

PLAT

Original is in tube 4/6 labeled "Richland Mall"

ORIGINAL IS IN TUBE FILE LABELED "RICHLAND MALL"
W-392

NOTE:
FLOW TEST RAN ON 7-24-79
AT 3:00PM BY WALTER R. STEWART
& CITY OF WACO
6" PUB. HYD
64 P.S.I. STATIC
58 P.S.I. RESIDUAL
PENNEYS F.D.C.
A.V.² FOR PENNEYS
PENNEYS SYS. #1
J.C. PENNEY
PENNEYS SYS. #2
PENNEYS #1 INSP. TEST
PENNEYS #2 INSP. TEST
HOSE CABINET
#7 INSP. TEST
#5 INSP. TEST
OWEN LANE
closed
To Dup
6" PUB. HYD.
FLOWING 1170 GPM.
#6 INSP. TEST
#4 INSP. TEST
4" F.D.C.
A.V. ENCLOSURE
SYS. #6 & #7
SYS #7
31,200 SQ.FT.
SYS. #6
31,603 SQ.FT.
MALL
WILSONS SYS. #1
WILSONS F.D.C.
WILSON'S
6" PUB. HYD.
68 STATIC PRESS
64 RESIDUAL PRESS
NOTE:
FLOW TEST RAN ON 7-27-79 AT
11:00 AM BY WALTER R. STEWART
& CITY OF WACO
6" PUB. HYD.
FLOWING 1280 GPM.
BEALLS INSP. TEST
#3 INSP. TEST
BEALL'S
4" F.D.C.
A.V. ENCLOSURE
SYS. #1 &
BEALLS SYS #8
#1 INSP. TEST
F.D.C. FOR SEARS
A.V.² FOR SEARS
SYS #1
51,810 SQ.FT.
SEAR'S
SYS #4
52,050 SQ.FT.
SYS. #3
50,700 SQ.FT.
SYS. #5
47,800 SQ.FT.
SYS. #2
50,670 SQ.FT.
4" F.D.C.
A.V. ENCLOSURE
SYS. #4 & #5
A.V. ENCLOSURE
SYS #2 & SYS #3
#2 INSP. TEST
DILLARDS #1 INSP. TEST
DILLARD'S
DILLARD'S SYS. #2
DILLARD'S SYS. #1
DILLARDS #2 INSP. TEST
(IN PENTHOUSE)
A.V. ENCLOSURE
SYS. #1 & #2
DILLARDS F.D.C.
6" PUB. HYD.
66 STATIC P.S.I.
60 P.S.I. RESIDUAL
NOTE:
FLOW TEST ON 9-7-79 AT 9:30
AM BY WALTER R. STEWART &
CITY OF WACO
NOTE:
FOR LOCATION OF W.M. GONG'S
4" F.D.C. & WALL P.I.V.'S SEE
SHEET 1 OF 8
FUTURE
FUTURE
Closed
NOTE:
ALL UNDERGROUND PIPING
TO 5' OF BLDG WAS INSTALLED
BY YOUNG BROTHER'S CONTRACTORS
OF WACO, TEXAS & INSPECTED BY CITY
OF WACO.
N
STATE HIGHWAY 6
FRONTAGE RD.
PLOT PLAN
SCALE 1"=60'-0"
NOTE:
SYS. #1 51,810 SQ.FT. & 177 NEW HD.'S
SYS. #2 50,670 SQ.FT. & 66 NEW HD.'S
SYS. #3 50,700 SQ.FT. & 190 NEW HD.'S
SYS. #4 52,050 SQ.FT. & 157 NEW HD.'S
SYS. #5 47,800 SQ.FT. & 68 NEW HD.'S
SYS. #6 31,603 SQ.FT. & 103 NEW HD.'S
SYS. #7 31,200 SQ.FT. & 72 NEW HD.'S
PEND. HD.'S
UPR. HD.'S
NOTE:
VICTAULIC COMP. & FITTING'S
ALL OPENING ON MAIN'S TO BE WELDED OPENING'S
8" C.I. UND. GD. W/3' BURY
NOTE:
ORDINARY HAZARD PIPE SIZING
& HD. SPACING COVERAGE 130 SQ.FT.
NOTE:
ALL WELDED OPENING TO BE INTERSTATE
APPROVED WELD FITTING'S
HANGER NOTE:
ALL HANGER'S TO BE MICHIGAN RING #100
HANGER'S & DRAINAGE IN ACCORDANCE W/N.F.P.A. #13
NOTE:
NO COMBUSTIBLE'S IN
ATTIC & NO SPRINKLER HD.'S
NOTE:
ADEQUATE HEAT IN ATTIC BY OWNER
PROPOSED SPRINKLER SUPPLY FOR
RICHLAND FASHION MALL
WACO DR. & LOOP 340
WACO, TEXAS
S & SON
WALTER R. STEWART & SON, INC.
SPRINKLER CONTRACTORS
DRN. BY J.M.D.
JOB NO. 1700
SHEET 1 OF 8
DATE 7-13-79
WATER - 392
W - 392

NOTE:
FLOW TEST RAN ON 7-24-79
AT 3:00PM BY WALTER R. STEWART
& CITY OF WACO
6" PUB. HYD
64 P.S.I. STATIC
58 P.S.I. RESIDUAL
OWEN LANE
closed
closed
To Dep
To Dep
To Dep
To Dep
PENNEYS F.D.C.
A.V.'S FOR PENNEYS
PENNEYS SYS. #1
J.C. PENNEY
PENNEYS SYS. #2
PENNEYS #1 INSP. TEST
PENNEYS #2 INSP. TEST
#7 INSP. TEST
#5 INSP. TEST
HOSE CABINET
SYS #7
31,200 SQ.FT.
SYS. #6
31,603 SQ.FT.
#6 INSP. TEST
#4 INSP. TEST
4" F.D.C.
A.V. ENCLOSURE
SYS. #6 & #7
6" PUB. HYD.
FLOWING 1190 GPM.
WILSONS SYS. #1
WILSONS F.D.C.
WILSON'S
MALL
SYS #4
52,050 SQ.FT.
SYS. #5
49,800 SQ.FT.
SYS. #3
50,700 SQ.FT.
#3 INSP. TEST
BEALLS INSP. TEST
BEALL'S
6" PUB. HYD.
68 STATIC PRESS
64 RESIDUAL PRESS
NOTE:
FLOW TEST RAN ON 7-27-79 AT
11:00 AM BY WALTER R. STEWART
& CITY OF WACO
6" PUB. HYD.
FLOWING 1250 GPM.
4" F.D.C.
A.V. ENCLOSURE
SYS. #1 &
BEALLS SYS #8
#1 INSP. TEST
A.V.'S FOR SEARS
F.D.C. FOR SEARS
SYS #1
51,810 SQ.FT.
SEAR'S
SYS. #2
50,670 SQ.FT.
#2 INSP. TEST
N
Closed
4" F.D.C.
A.V. ENCLOSURE
SYS. #4 & #5
DILLARDS #1 INSP. TEST
DILLARD'S
DILLARD'S SYS. #2
DILLARDS SYS. #1
DILLARDS #2 INSP. TEST
(IN PENTHOUSE)
A.V. ENCLOSURE
SYS. #1 & #2
DILLARDS F.D.C.
6" PUB. HYD.
66 STATIC P.S.I.
58 P.S.I. RESIDUAL
6" PUB. HYD.
FLOWING 1190 GPM.
NOTE:
FLOW TEST ON 9-7-79 AT 9:30
AM BY WALTER R. STEWART &
CITY OF WACO
NOTE:
FOR LOCATION OF W.M. GONG'S
4" F.D.C. & WALL P.I.V.'S SEE
SHEET 1 OF 8
FUTURE
FUTURE
NOTE:
ALL UNDERGROUND PIPING
TO 5' OF BLDG WAS INSTALLED
BY YOUNG BROTHER'S CONTRACTORS
OF WACO, TEXAS & INSPECTED BY CITY
OF WACO.
STATE HIGHWAY 6
FRONTAGE RD.
PLOT PLAN
SCALE 1"=60'-0"
NOTE:
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NOTE:
VICTAULIC COUP. & FITTINGS
8" C.I. UND. GD. W/3' BURY
NOTE:
ORDINARY HAZARD PIPE SIZING
& HD. SPACING COVERAGE 130 SQ.FT.
NOTE:
NO COMBUSTIBLE'S IN
ATTIC & NO SPRINKLER HD'S
HANGER NOTE:
NOTE:
ADEQUATE HEAT IN ATTIC BY OWNER
PROPOSED SPRINKLER SUPPLY FOR
RICHLAND FASHION MALL
WACO DR. & LOOP 340
WACO, TEXAS
WALTER R. STEWART & SON, INC.
SPRINKLER CONTRACTORS
J.M.D.
7-13-79
WATER - 392
W - 392

THE WALLACE GROUP
engineers architects surveyors
A CP&Y COMPANY

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

WATER MASTER PLAN

Prepared for:

City of Waco

October 2015

Link: https://file.ac/OaidLp119ys/

Prepared by:

FREESE AND NICHOLS, INC.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
817-735-7300

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