



City of Waco, Texas

Request for Bid RFB No. 2022-088 WMARSS MISC. MANHOLE REHABILITATION PROJECT

Issue Date: November 4, 2022

Closing Date & Time: December 1, 2022, at 2:00 p.m.

Opening Date & Time: December 1, 2022, at 2:01 p.m.

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

**Pre-Bid Meeting On-Site, 1147 Treatment Plant Road, Waco, TX 76706
10:00 AM (CST) November 15, 2022**

For Information Contact: Daryle Bullard, Purchasing Services, 254-750-6616 or daryleb@wacotx.gov

Zoom & Dial-In Information

See Page 2

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
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:	
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	

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City of Waco, Texas

RFB No. 2022-088

WMARSS Misc. Manhole Rehabilitation Project

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 RFB	November 4, 2022
Pre-Bid Conference: 10:00 A.M. On-site	November 15, 2022
Deadline for questions is 5:00 P.M.	November 21, 2022
Bids due by 2:00 p.m.	December 01, 2022

Tentatively, the final selection decision will be made and submitters will be notified of award by December 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 <https://www.waco-texas.com/bids.asp>. Interested vendors are encouraged to return the Register Interest form on the previous page.

A complete copy of this RFB, including information for bidders, bid forms, contract forms, plans, specifications, bid bond forms, performance and payment bond forms and all other contract documents related to this project are available at <https://www.waco-texas.com/bids.asp>.

III. Definitions

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

- (1) “City” means and refers to the City of Waco, Texas.
- (2) “Company” or “Firm” means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) “Bid” or “Submission” refers to a response submitted to an RFB.
- (4) “RFB” means and refers to a Request for Bid that will be awarded based on lowest responsible bid or best value to City of Waco.
- (5) “Selected submission” means and refers to the submission sent to the City of Waco by the Selected Firm.
- (6) “Selected Firm” means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (7) “Solicitation” means an RFB issued by the City Waco seeking products or services described in the document.
- (8) “Submitter” or “Vendor” or “Bidder” or “Contractor” means a firm that submits a response to a solicitation.
- (9) “Contract documents” includes the RFB and all of the Appendices attached to the RFB.
- (10) “Day” means a calendar day unless otherwise specifically defined.

IV. REQUESTED SERVICES/PRODUCTS

A. Scope of Services / Specifications

- (1) The City of Waco has issued this solicitation for the replacement of a sewer manhole at the WMARSS Central Wastewater Treatment Plant.
- (2) The purpose of this Request for Bids is to solicit bids from qualified individuals to install a replacement sanitary sewer manhole at the Central Wastewater Treatment Plant. The manhole installation will include soil backfill, connections to existing sewer lines and rebuilding the existing paved road. Care must be taken so as to not damage the existing sewer lines, equipment, and other items in and around the Sewer Treatment Plant. In addition, the project work will be done inside an operational sanitary sewer treatment plant that must be kept up and running. Therefore, any and all steps must be taken to prevent plant shutdowns, process delays or damage to the existing equipment. The project is all inclusive to provide a new complete and fully functional manhole and air supply line.
- (3) Detailed specifications are attached as Appendices.
- (4) A digital version of this document can be obtained from the City of Waco website at <http://www.waco-texas.com/bids.asp>.

B. Terms, Conditions, and Requirements

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

C. Duration of Service

The City of Waco is seeking to have the work that is the subject of this RFB completed within 60 calendar days from the date of the Notice to Proceed. In determining the number of days for completion of the work under this Contract, it is anticipated that work will not be performed on Saturdays, Sundays, or City holidays unless specifically approved by City. Since "day" is defined as a calendar day, Saturdays, Sundays, and City holidays shall be counted as days and included in calculating the Contract time. If a Contractor wants to perform work on Saturdays, Sundays, or City holidays, the Contractor shall seek approval by making a written request to City. Contractor shall be responsible for all City staff and third-party time, costs, expenses and overtime for work performed on Saturdays, Sundays, or City holidays, unless excused in writing by the City prior to the work.

D. Reservations by City:

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

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

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

V. REQUEST FOR BIDS – SUBMISSION AND AWARD PROCEDURES

A. Requirements

- (1) **Qualified vendors should submit one (1) original and two (2) copies of the Pricing Forms plus 1 PDF version on a flash drive** for the services/products sought by this solicitation and complete all of the required forms by the stated deadline.
- (2) Pricing Forms and Submission/Bid Security
 - (a) Pricing Forms.
 - 1. Bids are to be submitted with a response on each item and the total extended. More than one (1) bid may be submitted on items that meet the specifications and the other RFB requirements.
 - 2. Pricing is to be submitted on units of quantity specified on the Pricing Form with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB.
 - 3. All prices included are to be submitted less Federal Excise and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.
 - (b) Security – Bid Bond. **(Applies only to Construction work)**
 - 1. Each submission must be accompanied by a **certified check** of the submitter, or a **bid bond** executed by the submitter as principal and having as surety thereon a surety company approved by the City in the amount of 5% of the submission. The Surety's Power of Attorney must accompany the bid bond. The bid bond and surety's Power of Attorney must both carry the same date

which is no earlier than three (3) days prior to the scheduled bid opening date.

2. Checks will be returned to all except the three lowest bidders within three days after the opening of bids. The remaining checks will be returned promptly after the City and the selected bidder have executed the contract.
3. If no award has been made within ninety (90) days after the date of the opening of bids, a bidder may demand that the security submitted be returned so long as said bidder has not been notified of the acceptance of his bid.
4. If the selected bidder refuses or fails to execute and deliver the contract and bonds (payment and/or performance) required within 10 days after receiving notice of the acceptance of his bid, the bid security shall forfeit to the City as liquidated damages for such failure or refusal.
5. A Bid Bond form can be found in the Appendices.

(c) Equipment Submittals

1. Each submission should be accompanied by a complete equipment submittal for the equipment bidder proposes to use for the project.
2. Refer to project specification and drawings for submittal requirements.

B. Completeness of Submission

- (1) Vendors 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 vendor must attach all required forms with each submission copy. Forms must be signed by a representative of the vendor authorized to bind the vendor contractually. The vendor must include a statement identifying any exceptions to this RFB or declare that there are no exceptions taken to the RFB.

C. Bid Response Date and Location

Bids must be received at the office of Purchasing Department by 2:00 p.m. (Central Time) on December 1, 2022.

Interested parties may submit their bids **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 bids 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 bid due date for U.S. Mail delivery. If the Purchasing Office has not received the bids by the stated deadline, the bid will be returned unopened.

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

RFB 2022-088

“WMARSS Misc. Manhole Rehabilitation Project” Bid

Opening: 2:01 p.m. (Central Time) on December 1, 2022.

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

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

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

D. Modification to or Withdrawal of Submission

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

- (1) Submit a written notice of the modification **WITHOUT** revealing the bid price. The modification should provide the addition, subtraction, or other modifications so that the final prices or terms will not be revealed to the City until the sealed bid is opened.
- (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 bidder and submitted to a delivery company (UPS, FedEx, etc.) prior to the bid closing time. If the original of the modification was not submitted to a

delivery company prior to the closing time or is not received within three (3) days after the closing time of the bid, consideration will not be given to the modifications provided in the electronic transmission.

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

E. Submission Validity Period

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

F. Vendor's Cost to Develop Submission

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

G. References

The submission shall include a list of 5 references, at least 3 of which have obtained services or materials from the vendor in the last 24 months.

H. Method of Award and Evaluation of Factors [x in box shows applicable]

(1) For this solicitation, the City will award the contract to the:

☒ Lowest responsible bidder

☐ Bidder who provides goods or services at the best value for the City.

(2) Lowest Responsible Bidder:

(a) The contract will be awarded to the lowest responsible bidder based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract.

(b) If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will then compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (i) reject all bids or (ii) may award the contract based on the base bid with such

deductions as produces a net total which is available within the available funds.

(3) Best Value:

- (a) In determining best value for the City, the City may consider:
 - 1. the purchase price;
 - 2. the reputation of the bidder and of the bidder's goods or services;
 - 3. the quality of the bidder's goods or services;
 - 4. the extent to which the goods or services meet the municipality's needs;
 - 5. the bidder's past relationship with the municipality;
 - 6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
 - 7. the total long-term cost to the municipality to acquire the bidder's good or services; and
 - (b) Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Waco reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.
- (4) During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders.

I. 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

Services/Products Bid Forms

- (1) Pricing Form(s)
- (2) Sample Bid Bond Form

**CITY OF WACO
OFFICIAL BID SHEET
BID INVITATION NO: RFB 2022-088
WMARSS Misc. Rehabilitation Repair Project**

DATE: _____

BIDDER: _____

AUTHORIZED
SIGNATURE: _____

- I. Refer to "Standard Instructions for all Bids" before completing Bid Sheet.
- a. Price: quote your best price, F.O.B. Destination, on each item.
- II. In submitting this bid, I certify:
- a. Items bid are in exact accordance with specifications, unless noted in bid.
- b. That prices in this bid have been arrived at independently, without consultation or agreement with any competitor for the purpose of restricting competition.

PRICING INFORMATION				
Note: Depending on the unit prices, requirements and approved budgeted funds, quantities may be reduced or increased during the contract period				
Item No.	Description	Unit Price (A)	No. of Units (B)	Total Price (A x B) = C
1.0	Mobilization, not to exceed 10% of the Total Bid Amount, Complete and in place		Lump Sum	
2.0	Bonds & Insurance, not to exceed 2.5% of the Total Bid Amount, Complete and in place		Lump Sum	
3.0	Trench Safety Plan Development		Lump Sum	
4.0	Trench Safety Implementation		Lump Sum	
5.0	Confined Space Plan Development		Lump Sum	
6.0	Confined Space Plan Implementation		Lump Sum	
7.0	Remove Existing Manhole		Lump Sum	

Description		Unit Price (A)	No. of Units (B)	Total Price (A x B) = C
8.0	Install 4-Foot Diameter Concrete Manhole at 0-foot to 20-foot in depth		20 LF	
9.0	Additional Linear Feet of 4-Foot Diameter Manhole Depth		10 LF	
10.0	Install 8-Inch SDR-26 PVC Sewer Pipe up to 25 Feet Deep		80 LF	
11.0	Type 'A' Pavement Repair (8-inch concrete base with 1-1/2 inches of asphalt top course)		35 SYD	
12.0	By-Pass Pumping Plan Development		Lump Sum	
13.0	By-Pass Pumping Implementation		Lump Sum	
14.0	Install a 5-foot Diameter Manhole at 0 to 20-foot in Depth		20 LF	
15.0	Additional Linear Feet of 5-Foot Diameter Manhole Depth		10 LF	
TOTAL PRICE				

Early Payment Terms:

- II. Bidder may offer an early payment discount by filling in the blanks in section b below. City may accept an early payment discount, but in doing so, City does not waive any of its rights under Texas Government Code Section 2251 (Prompt Payment Act).
- III. Payment is due thirty (30) DAYS after acceptance of order and receipt of an original invoice, but a _____ percent early payment discount is offered for full payment made within ____ (__) DAYS after acceptance of order and receipt of an original invoice.

(1) COMPLETED FORM MUST BE RETURNED WITH BID

BID BOND

THE STATE OF TEXAS §
COUNTY OF _____ §

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

WHEREAS, the Principal has submitted a Bid to enter into a certain written
 Contract with Obligee for *{enter description of contract below}*
 _____,
 which is scheduled to be opened on _____, 20_____.

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

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

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

Bid Bond – Page 2

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

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this _____ day of _____, 20____.

ATTEST/WITNESS:

Secretary (if corporation) / Witness

Name of Principal - Contractor

(if corporation Corporate Seal)

BY: _____
signature

Title: _____

Address: _____

ATTEST:

Surety Secretary

Name of Surety

(Surety Seal)

BY: _____
Attorney-in-Fact signature

Witness to Surety

Address: _____
For Attorney in Fact

Address: _____

NOTE: Submit an original bid bond and a certified copy of the power of attorney along with full contact information for the Surety. Both the bid bond and the power of attorney should be **dated for the same date which is no earlier than three (3) business days prior to the scheduled bid opening.** [Count back from the day of the bid opening and do not count the bid opening day. Example: bid opening on Thursday, count back Wednesday, Tuesday, and Monday.] If the opening is delayed or rescheduled, Principal and/or Surety may be asked to provide proof that the bid bond executed is still valid.
(11/03/2016)

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

APPENDIX B

Contract Requirements

- (1) City of Waco General Terms and Conditions
- (2) General Conditions for Construction Work
- (3) Insurance & Indemnification Requirements
- (4) Worker's Compensation
- (5) Wage Rates
- (6) Sales Tax Information
- (7) House Bill 1295 Information Sheet
- (8) Protest Procedure
- (9) Sample Contract Form
- (10) Sample Payment and Performance Bond Requirements

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.

General Conditions for Construction Work

The “City of Waco Standard Specifications for Construction” (2013 Edition), hereinafter referred to as City Standard Specifications, is incorporated herein by reference for all intents and purposes. The General Provisions of the City Standard Specifications include provisions related to the administration of the contract. If a provision of the City Standard Specifications conflicts with a provision in this solicitation, the provision in this solicitation controls. If the applicable provision is still unclear, the City Manager for the City of Waco, or his designee, will determine which provisions, specification or standard controls and his determination shall be final.

The City Standard Specifications may be obtained by accessing the City of Waco website at www.waco-texas.com and going to Bid Opportunities – Engineering 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 the work described in this solicitation 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) **Price Discrepancy. In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.**
- (f) **Security for Faithful Performance [Payment and Performance Bonds]:** Simultaneously with his delivery of the executed contract, the Selected Firm shall furnish the required surety bonds as security for faithful performance of this contract (Performance Bond) and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract (Payment Bond), as specified in the documents included herein. For public works contracts, state law requires a Performance Bond if the contract is for an amount in excess of \$100,000.00 and a Payment Bond if the contract is for an amount in excess of \$50,000.00. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City. The surety who signs contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- (g) **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.
- (h) **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.

- (i) **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.

- (j) **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.
- (k) **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.

City of Waco Insurance & Indemnification Requirements
Horizontal Construction (03/22/2019)

Insurance Requirements:

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

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"> • Premises/Operations • Independent Contractors • 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 <ul style="list-style-type: none"> 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).

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 hereof 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. In no instance will the City allow a modification which results in the City incurring increased risk.

Proof of Insurance Required and When to Submit:

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

When to Submit. Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, a contractor shall furnish original proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager 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 an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must 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.

Workers' Compensation Coverage Information

The City of Waco, a State of Texas Governmental Entity and Municipality, is required to comply with the Texas Labor Code. Specifically **Texas Labor Code – Section**

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

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

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

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

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

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

(e) In this section:

(1) "Building or construction" includes:

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

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

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

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

The term includes a municipality.

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

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

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

Workers' Compensation Insurance Coverage

A. Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

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

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

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

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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

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

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

Prevailing Wage Rates Information

Texas Government Code Chapter 2258 requires a worker employed by a contractor or subcontractor in the execution of a contract for the public work by or on behalf of political subdivision of the state to be paid a prevailing wage rate.

Definition of “public work.” A public work to which this provision applies includes but is not limited to construction of a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. It does not apply to work done directly by a public utility company under an order of a public authority. Whether this Project is a public work shall be determined by the City, and such determination shall be provided in writing to the Contractor before the opening of bids.

Worker wage rate. Contractor agrees, covenants, and guarantees that it and its subcontractor(s) constructing this Project, if a public work, shall pay their workers, other than maintenance workers, employed on this Project:

1. not less than the general prevailing rate of per diem wages for work of a similar character performed within the geographical limits of the City; and
2. not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

"Worker employed on a public work" defined. A worker is employed on a public work for the purposes of this provision if the worker, including a laborer or mechanic, is employed by a contractor or subcontractor in the execution of a contract for a public work with the City, or any officer of the City, or the City Council of the City of Waco.

Determination of prevailing wage rate. The City Council of the City of Waco shall determine the general prevailing rate of per diem wages to be paid for each craft or type of worker needed to construct the Project by:

1. conducting a survey of the wages received by classes of workers employed on public works of a character similar to the contract work in the geographical limits of the City in which this public work is to be performed; or
2. using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.) if the survey used to determine that rate was conducted within a three-year period preceding the date the City Council of the City of Waco issues invitations for bids for this public work.

Sum certain of prevailing wage rate. The City Council shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

Wage rates incorporated in agreement and in invitation to bid. The prevailing wage rate to be paid for each craft or type of worker needed to construct the public work shall be specified in the invitation to bid for this Project and is incorporated by reference herein.

Determination final. The City Council's determination of the general prevailing rate of per diem wages is final.

Penalty. A contractor or subcontractor who violates this provision shall pay to the City sixty dollars (\$60) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the invitation to bid and this contract. The City Council shall use any money collected under this provision to offset the costs incurred in the administration of this provision. A contractor or subcontractor does not violate this provision if the City Council, in awarding the bid for this contract, does not determine the prevailing wage rates and specify the rates in the invitation to bid and in this contract.

Maintenance of wage record. Contractor agrees, covenants, and guarantees that it and its subcontractor(s) shall keep a record showing:

1. the name and occupation of each worker employed by the contractor(s) and subcontractor(s) in the construction of this public work; and
2. the actual per diem wages paid to each worker.

Inspection of wage record. The record shall be open at all reasonable hours to inspection by the officers and agents of the City.

Payment greater than prevailing rate not prohibited. This provision does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Reliance on certificate of subcontractor. The contractor awarded this bid is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Duty of City to hear complaints and withhold payment. The City Council shall:

1. take cognizance of complaints of all violations of this provision committed in the execution of the construction of this public work; and
2. withhold money forfeited or required to be withheld under this provision from the payments to the contractor(s) under the bid contract, except that the City may not withhold money from other than the final payment without a determination by the City Council that there is good cause to believe that the contractor has violated this provision.

Complaint; initial determination. The City Council shall comply with Sections 2258.023 and 2258.056, Government Code, in the initial determination of a complaint presented pursuant to this provision.

For the purposes of this Project, the general prevailing rate of per diem wages are the wage the rates set forth on the following page(s).

"General Decision Number: TX20220007 02/25/2022

Superseded General Decision Number: TX20210007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX2011-006 08/03/2011

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE
FINISHER (Paving and
Structures).....\$ 12.56 **

ELECTRICIAN.....\$ 26.35

FORM BUILDER/FORM SETTER
Paving & Curb.....\$ 12.94 **
Structures.....\$ 12.87 **

LABORER
Asphalt Raker.....\$ 12.12 **
Flagger.....\$ 9.45 **
Laborer, Common.....\$ 10.50 **
Laborer, Utility.....\$ 12.27 **
Pipelayer.....\$ 12.79 **
Work Zone Barricade
Servicer.....\$ 11.85 **

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:
Agricultural Tractor.....\$ 12.69 **
Asphalt Distributor.....\$ 15.55
Asphalt Paving Machine.....\$ 14.36 **
Boom Truck.....\$ 18.36
Broom or Sweeper.....\$ 11.04 **
Concrete Pavement
Finishing Machine.....\$ 15.48
Crane, Hydraulic 80 tons
or less.....\$ 18.36
Crane, Lattice Boom 80
tons or less.....\$ 15.87
Crane, Lattice Boom over
80 tons.....\$ 19.38
Crawler Tractor.....\$ 15.67
Directional Drilling
Locator.....\$ 11.67 **
Directional Drilling
Operator.....\$ 17.24
Excavator 50,000 lbs or
Less.....\$ 12.88 **
Excavator over 50,000 lbs...\$ 17.71
Foundation Drill, Truck
Mounted.....\$ 16.93
Front End Loader, 3 CY or
Less.....\$ 13.04 **
Front End Loader, Over 3 CY.\$ 13.21 **
Loader/Backhoe.....\$ 14.12 **
Mechanic.....\$ 17.10
Milling Machine.....\$ 14.18 **
Motor Grader, Fine Grade....\$ 18.51
Motor Grader, Rough.....\$ 14.63 **
Pavement Marking Machine....\$ 19.17

Reclaimer/Pulverizer.....\$ 12.88 **
 Roller, Asphalt.....\$ 12.78 **
 Roller, Other.....\$ 10.50 **
 Scraper.....\$ 12.27 **
 Spreader Box.....\$ 14.04 **
 Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

Reinforcing.....\$ 14.00 **
 Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
 Worker.....\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66
 Off Road Hauler.....\$ 11.88 **
 Single Axle.....\$ 11.79 **
 Single or Tandem Axle Dump
 Truck.....\$ 11.68 **
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.81 **

WELDER.....\$ 15.97

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

=====
 ** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$15.00) or 13658
 (\$11.25). Please see the Note at the top of the wage
 determination for more information.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

TEXAS SALES TAX EXEMPTION INFORMATION

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

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

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

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

or

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

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

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

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

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

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

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

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

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

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

(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 <i>(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</i>	

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

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

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

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

Seller: _____


Street address: _____ City, _____ State, _____ ZIP _____ code: _____

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

Purchaser claims this exemption for the following reason:

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

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

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

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

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

This certificate should be furnished to the supplier.

Do not send the completed certificate to the Comptroller of Public Accounts.

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 <div style="text-align: right; margin-top: 10px;"> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. </div> <div style="text-align: right; margin-top: 20px;"> Signature of authorized agent of contracting business entity </div> <div style="margin-top: 20px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-top: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature of officer administering oath</div> <div>Printed name of officer administering oath</div> <div>Title of officer administering oath</div> </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

Procedure to Protest Award Recommendation

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

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

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

SAMPLE CONTRACT

A sample contract is being provided for information purposes so that the Bidder will be familiar with the possible form of the contract. The City of Waco reserves the right to revise this contract form.

CONTRACT

THIS CONTRACT ("the Contract"), made this _____ day of _____,

2022, by and between **CITY OF WACO**, herein called "Owner" acting herein through its

City Manager or Assistant City Manager, and _____, of _____,
herein called "Contractor".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction and repair work for

_____, hereinafter called the Project, for the sum of _____ Dollars (\$_____.) and all extra work in connection therewith, and at his (its or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project in accordance with the Contract Documents. The Contract Documents consist of the following:

1. This Contract;
2. Permits and licenses from other agencies as may be required by law;
3. The Specifications/Plans which consist of:
 - a. Specifications prepared by the City of Waco.
 - b. City of Waco Standard Specifications for Construction" dated 2013, as revised by Special Provisions listed on the City of Waco website at <http://www.waco-texas.com/engineering-specifications.asp> ("City of Waco Standard Specifications"); and
 - c. City of Waco, Texas – Manual of Standard Details revised April 15, 2015, (also referred to as "Standard Plans" in the City of Waco Standard Specifications), the Special Project Provisions, and the Plans (as defined in the City of Waco Standard Specifications); and
 - d. Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges Adopted by the Texas Department of Transportation, November 1, 2014, any Texas Department of Transportation Special Provisions to Specifications and Special Specifications referenced in this project and published on TxDOT's website, and Texas Department of Transportation Special Specifications referenced in this project and published on TxDOT's website, as further stated in Appendix F.
4. Addenda to the RFB (if any);
5. All documents included in **RFB No. 2022-XXX**
6. Contractor's Bid Proposal;
7. Required bonds;
8. Reference Specifications (as defined in the City of Waco Standard Specifications);
9. Change Directives and Change Orders (as defined in the City of Waco Standard Specifications);
10. All Modifications issued after the execution of the Agreement; and
11. Any other drawings and printed or written explanatory matter.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project within **XXX CALENDER days** thereafter and perform the work in accordance with the Contract Documents. The Contractor further agrees to pay, as liquidated damages, the sum of **\$950.00** f or each WORKING Day thereafter as provided in Section 7.8 of the General Provisions of the City of Waco Standard Specifications.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 4 of the City of the General Provisions of the City of Waco Standard Specifications.

IN WITNESS WHEREOF, the parties to these presents have executed this contract, in the year and day first above mentioned.

CITY OF WACO, TEXAS

BY: _____
Bradley Ford, City Manager

APPROVED AS TO FORM & LEGALITY

John Patterson, Assitant City Attorney

APPROVED:
(Corporate Seal)

ATTEST/WITNESS:

Corporate Secretary or
Witness

CONTRACTOR

By: _____

Title: _____

Address: _____

Note: If Contractor is a corporation, corporate secretary should attest. For other types of entities, a witness should sign.

Sample of Performance and Payment Bond Requirements

Performance Bond

Page 1

Bond No. _____

PERFORMANCE BOND

Required by City of Waco where contract is over \$100,000

STATE OF TEXAS
COUNTY OF McLENNAN

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with City of Waco dated the (5) _____ day of _____,
A.D., 20____, a copy of which is hereto attached and make a part hereof for the construction of:

- (1) Correct legal name of Contractor
- (2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
- (3) City and state of contractor's office
- (4) Correct name of Surety along with city and state
- (5) Leave dates blank. City will fill in with date of City Council action.

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

For value received, Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same, with or without notice to Surety, shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

Performance Bond

Surety's telephone number is (_____)_____. Any notice of claim shall be sent to Surety at:

Mailing address: _____

Address of surety company: _____.

IN WITNESS WHEREOF, this instrument is executed, this the _____ day of _____, A.D. 20____.

NOTE: Date of Bond must NOT be prior to date of Contract or date of Council action, whichever is later.

ATTEST:

(Principal) Secretary

Principal - Contractor*

(Corporate Seal)

BY: _____

Witness as to Principal

Title: _____

Address: _____

Address: _____

ATTEST:

(Surety) Secretary

Surety

(Surety Seal)

BY: _____
Attorney-in-Fact

Witness to Surety

Address: _____

Address: _____

*If Contractor is Partnership, all partners should execute bond. Use extra pages if necessary.

Bond No. _____

PAYMENT BOND

Required by City of Waco where contract is over \$50,000

**THE STATE OF TEXAS
COUNTY OF McLENNAN**

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 (2) _____ of (3) _____ hereinafter called
 Principal and (4) _____
 _____ of _____, State of _____
 _____, which is duly authorized to do business in the State of Texas and is hereinafter called Surety, are
 held and firmly bound unto THE CITY OF WACO of McLENNAN COUNTY, TEXAS, and unto all
 persons, firms, and corporations, who may furnish materials for, or perform labor upon the building or
 improvements hereinafter referred to in the amount of

_____ Dollars

(\$ _____) in lawful money of the United States, to be paid in McLENNAN
COUNTY, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves,
 our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
 certain contract with THE CITY OF WACO dated the (5) _____ day _____, A.D.,
 20 _____, a copy of which is hereto attached and made a part hereof for _____
 _____ (herein called the "Work").

- | |
|--|
| (1) Correct name of Contractor
(2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
(3) City and state of contractor's office
(4) Correct name of Surety along with city and state
(5) Leave dates blank. City will fill in with date of City Council action. |
|--|

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time,
 alteration or addition to the terms of the Contract or to the Work to be performed under the Contract, with
 or without notice to Surety, shall in any way affect its obligation on this Bond, and it does hereby waive
 notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the
 Work to be performed under the Contract.

The Surety agrees to pay the City of Waco upon demand all loss and expense, including attorney's
 fees and court costs, incurred by the City of Waco by reason of or on account of any breach of this
 obligation by the Surety.

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

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

Surety's telephone number is (_____)_____. Any notice of claim shall be sent to Surety at:

Mailing address: _____

Address of surety company: _____

IN WITNESS WHEREOF, this instrument is executed, this the _____ day of _____, A.D. 20____.

NOTE: Date of Bond must NOT be prior to date of Contract or date of Council action, whichever is later.

ATTEST:

(Principal) Secretary

(Corporate Seal)

Witness as to Principal

Address: _____

ATTEST:

(Surety) Secretary

(Surety Seal)

Witness to Surety

Address: _____

Principal - Contractor*

BY: _____

Title: _____

Address: _____

Surety

BY: _____

Attorney-in-Fact

Address: _____

*If Contractor is Partnership, all partners should execute bond. Use extra pages if necessary.

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) HB 89 (Israel Form)
- (8) HB 89 (Firearms Form)
- (9) HB 89 (Energy Form)
- (10) Women Owned Business & HUB Certification
- (11) Litigation Disclosure
- (12) Certification Regarding Debarment
- (13) Non-collusion Affidavit
- (14) Resident Certification
- (15) Texas Public Information Act
- (16) Drug Free Workplace

Submission of Bid/Proposal and Acknowledgment of Addenda

RFB/P No. 2022-088, 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: _____

Business Phone #: _____ Fax#: _____

Email Address: _____ DUNS Number: _____

Check the appropriate box to designate the type of business entity and 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 (<i>if different from above</i>)	
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 not have a document authorizing someone 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 _____
(Name of Corporation)

that _____ is hereby authorized to execute a contract with the
(Name)

City of Waco to complete/construct _____
(Name of Project, Project No.)

_____, Secretary is authorized to attest he signature binding the corporation.

(Corporate Seal)

Corporate Name

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, certify that the above resolution was
(Secretary of Corporation)

adopted by the Board of Directors of _____
(Corporation)

at a meeting on the _____ day of _____, 20__.

(Signature of Secretary)

(Print Name of Secretary)

(Email Address)

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 manager 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 manager 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
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: _____



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.

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

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement 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.

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

Company_____
Name and Title of Authorized Representative_____
Signature_____
Date



NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
COUNTY OF _____ §

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

Signature:

Printed Name:

Title:

Company:

Date:

THE STATE OF _____

COUNTY OF _____

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

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

(Seal)

Notary Public Signature

RESIDENT CERTIFICATION

Chapter 2252 of the Texas Government Code “CONTRACTS WITH GOVERNMENTAL ENTITY, SUBCHAPTER A. NONRESIDENT BIDDERS”:

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 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.

- (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.

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

☐ Yes, I am a Texas Resident bidder

☐ No, I am not a Texas Resident bidder

COMPANY NAME: _____

PRINTED NAME: _____

SIGNATURE: _____

PLEASE SIGN AND RETURN WITH BID



TEXAS PUBLIC INFORMATION ACT
Steps To Assert Information Confidential or Proprietary

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

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

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

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

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

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

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

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

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

DRUG-FREE WORKPLACE ACT CERTIFICATION

1. Contractor certifies that he/she will provide a drug-free workplace by:
 - (a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in Contractor's workplace 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 workplace;
 - (2) Contractor's policy of maintaining a drug-free workplace;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (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 City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
 - (e) notifying City 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 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; and
 - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.

2. Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by Contractor, if any, are provided on an accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____

County: _____

State: _____ Zip Code: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

Appendix D

Specifications

1. In addition to the attached Specification and/or Drawings, the “City of Waco Standard Specifications for Construction” dated January 2013 and the City of Waco Standard Details are incorporated herein by reference for all intents and purposes. If a standard specified in the City of Waco Standard Specifications conflicts with a standard included within an attached specification and/or drawing, the attached specification and/or drawing controls. If the standard is unclear, the Director of Water Utilities Department for the City of Waco will determine which standard controls and his determination shall be final.
2. A copy of “City of Waco Standard Specifications for Construction” and the City of Waco Standard Details may be obtained by contacting the Public Works Department for the City of Waco at 254-750-5440 or by accessing the City of Waco website at www.waco-texas.com and going to Bid Opportunities – Engineering Services (Public Works).
3. The work will be performed in an active sewer treatment plant. And as such, any and all steps must be taken to keep the sewer plant up and running during construction. The plant manager is to be contacted at least 3 calendar days in advance of disconnecting any sewer and/or electrical lines or switches. Said lines shall not be cut or disconnected without the approval of the sewer plant manager.
4. The work will be performed during the hours of 7:30 am to 5:30 pm Monday thru Friday.
5. The sewer treatment plant is a secured facility, so the contractor’s workers must sign in and out of the facility every day. The sign in sheet will be located at the front desk of the plant administration office.
6. The sewer plant has hazardous materials on site, therefore the contractor must obtain, read, and follow the emergency evacuation plan. The contractor must provide written proof confirming this has been done.
7. Equipment, supplies, and materials are to be stored at a designated location at the sewer treatment plant.
8. The new manhole is to be covered with a protective coating. Details are noted the Special Project Provisions.
9. The depths and the angles of the incoming and outgoing sewer lines at the manhole are to be verified, as well as the manhole depth, before the new manhole is ordered to help ensure accurate manhole to sewer line connections.
10. The 8-inch sewer line to be replaced is downstream of the new manhole. The amount of sewer line to be replaced will be determined by the condition of sewer line in question.

11. The sizes and angles of the incoming and outgoing sewer lines are to be doublechecked and verified before the manhole in question is ordered.
12. The contractor is to field verify the existing manhole depth before ordering the new manhole to ensure accuracy in the manhole delivered to the site.
13. The amount of the 8-inch sewer pipe downstream of the manhole to be replaced will depend on the condition of said pipe.
14. The plans of the sewer treatment plant (attached) are not perfect. As such extra care is to be taken when excavating for this project.

APPENDIX E

Special Project Provisions

Special Project Provisions

1. GENERAL

- 1.1. **Liquidated Damages** – Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in the Contract for Substantial Completion and Final Completion (reference General Conditions, Supplementary Conditions, and the Agreement).
- 1.2. **Standards** – Construction shall be in accordance with the City of Waco Standard Specifications for Construction (current version) and applicable City of Waco Manual of Standard Details (WMSD).
- 1.3. **Site Restoration** – All areas (vegetated, gravel, paved, etc.) disturbed by the work of this contract must be restored to pre-project or better condition. Payment for this work will be considered to be subsidiary to completion of the associated work item unless otherwise provided. All existing vegetated areas must be restored to existing condition or better with topsoil and either seed or sod as appropriate. Contractor is responsible for watering and all required care until project acceptance. This work will be considered subsidiary to the project, unless otherwise specified.
- 1.4. **Mobilization** – If total contract is:
 - 1.4.1. \$500,000 or greater, the lump sum for mobilization shall not exceed 10%,
 - 1.4.2. Between \$100,000 and \$500,000, the lump sum for mobilization shall not exceed 15%,
 - 1.4.3. Less than \$100,000, the lump sum for mobilization shall not exceed 20%
 - 1.4.4. Payment of mobilization shall be included in the progress payments upon written application subject to the following provisions:
 - a. 50% of the mobilization will be paid when 1% of the contract amount (less mobilization, bonds & insurance, and materials on hand) have been earned
 - b. 75% of the mobilization will be paid when 5% of the contract amount (less mobilization, bonds & insurance, and materials on hand) have been earned
 - c. 90% of the mobilization will be paid when 10% of the contract amount (less mobilization, bonds & insurance, and materials on hand) have been earned
 - d. The remainder of the mobilization will be paid when 100% of the contract amount (less mobilization, bonds & insurance, and materials on hand) have been earned
 - 1.4.5. This specification supersedes Section 6.4, Part 4(A)5, of the Standard Specifications for Construction, specifically regarding the percentage (%) of mobilization to be paid.

- 1.4.6. This contract document has an order of governance that is to be followed. However, should a conflict arise between this section other sections of this contract document the stricter specification will rule.
- 1.4.7. Mobilization payments will be subject to retainage amounts stipulated in this agreement.
- 1.5. **Bonds and Insurance**
 - 1.5.1. Bonds and insurance are not considered a mobilization expense. However, it will be addressed in the following manner.
 - 1.5.2. Bonds and insurance will not exceed 2.5 % of the total construction costs of the project, less mobilization costs.
 - 1.5.3. Bonds and insurance expenses over 2.5% of the total construction costs of the project, less mobilization costs, may be considered acceptable and payable (at the owner's discretion) if (a) detailed documentation of the actual expense is provided and (b) proof that the actual expense for the bonds and insurance has been paid.
 - 1.5.4. Bonds and insurance may be 100% payable in the first invoice provided all pre-construction items have been submitted and approved including:
 - a. Schedule of Values
 - b. Trench Safety Plan
 - c. SWPPP
 - d. Construction schedule
 - e. Preconstruction photos (if required)
- 1.6. **Earthwork** – All earthwork (cut and fill) required for the work of this contract, unless otherwise specified, is subsidiary to payment for the various bid items.
- 1.7. **Testing** – The Contractor must request material testing and inspections forty-eight (48) hours in advance through the Project CI. Availability of the testing company may dictate final testing date. The Owner will be financially responsible for testing that:
 - a. Confirms installed material or work was done in accordance with the technical specifications and/or construction documents.
 - b. Duplicate testing as directed by the Owner
 - c. Any special testing as directed by the OwnerThe Contractor will be financially responsible for testing costs for the following conditions:
 - a. Testing that finds installed material or work was **NOT** done in accordance with the technical specifications and/or construction documents.
 - b. Early or non-standard testing as requested by the Contractor.
 - c. Any charges incurred due to the project or item of work not being ready for testing when the laboratory arrives onsite.

- d. Any charges incurred due to cancellation of the testing as requested by the Contractor.

The Contractor will need to set up an account with the materials testing company and pay directly to the materials testing company for any testing costs that the contractor is responsible for.

1.8. Projectmates

- 1.8.1. The City has setup an Internet-based project management system called Projectmates for managing design and construction projects. The Contractor will be required to utilize Projectmates as follows:

- 1.8.2. Contract management related processes including RFIs, submittals, field reports, meeting minutes, change orders, pay application, punch lists, and close-out documents shall be submitted, tracked, and responded to, by the Contractor, City, and Engineer through Projectmates over the Internet. Paper copies shall not be accepted unless specifically requested.

- 1.8.3. The City of Waco Projectmates software portal is:

<https://cityofwaco.projectmates.com>

One (1) Projectmates user license will be provided to the Contractor by the City without charge. The City will recover the license upon project completion. The Contractor may purchase additional Projectmates user licenses through the City for a cost of \$1,000.00 each.

- 1.8.4. The Contractor shall be familiar with Projectmates prior to the pre-construction meeting. Training can be arranged by contacting software vendor Systemates Inc. Training expenses shall be borne by the Contractor. Contact Systemates, Inc., Richardson, Texas 214-217-4100 or email info@systemates.com

- 1.9. **Contractor Self-Performance** – The General Contractor must self-perform a minimum of 51% of the work in the awarded contract.

2. SITE CLEAN-UP

- 2.1. During the progress of the Work and on a daily basis, CONTRACTOR shall keep all the premises (including any staging areas) free from accumulations of all waste materials, rubbish and other debris resulting from the Work.
- 2.2. The Contractor shall remove all material stockpiles, equipment left overnight or any obstructions within thirty (30) feet of a travel way or clearly marked by warning lights and barricades.
- 2.3. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for the OWNER prior to initiating project completion process (requesting punch list, etc.).

- 2.4. It shall be the responsibility of the Contractor to keep the roadway, drive approaches, and sidewalk clean of mud, sand, rock, and other debris.
- 2.5. If the CONTRACTOR fails to comply with these requirements, the OWNER may do so and pass along all related costs to the CONTRACTOR.

3. SUBMITTALS

- 3.1. All submittals shall be complete shop drawings and design data, providing the information necessary to document compliance with all specifications. See section 2.6 C in the General Provisions of the City of Waco Standard Specifications for Construction.
- 3.2. The Owner will utilize Projectmates during the submittal process. Each submittal is limited to one (1) line item and shall be submitted using the appropriate naming conventions. Resubmittal numbers are auto generated in Projectmates.
- 3.3. 5.3. If “mass submittals” are received, Engineer’s review time stated above will be extended as necessary to perform proper review. Engineer will review “mass submittals” based on priority determined by Engineer after consultation with Owner and Contractor. “Mass submittals” are defined as six or more submittals in one day or 15 or more submittals or items in one week.
- 3.4. Contractor is responsible for keeping a current set of record drawings available for review, documenting any and all changes to the contract documents made in the field during construction. Contractor shall review these record drawings with the Construction Inspector on a weekly basis.
- 3.5. **Review Time** – All submittals, Request for Information (RFI) and Potential Change Orders (PCO) shall be allowed a maximum of fifteen (15) calendar days for review.

4. SAFETY

- 4.1. **Confined Space** – If the completion of this contract requires working within a confined space, access to such a work area will only be allowed through compliance with a project specific program meeting applicable OSHA standards. The contractor shall review any hazards confronted during the confined space entry with the City’s designated representative. The contractor will be required to submit a confined space plan to the Engineer for review and approval before commencing work in a confined space environment.
- 4.2. **Trench Safety** – If the completion of this contract requires working in excavations deep enough to dictate the use of trench safety protective measures, access to any such excavations will only be allowed through compliance with a project specific program meeting applicable OSHA standard. The contractor shall submit the name and cell phone number of the Qualified Person. The Contractor shall be required to submit a trench safety plan to the Engineer for review and approval before commencing work with excavations deeper than 5 ft.

5. EROSION CONTROL

- 5.1. The Contractor shall use Best Management Practices (BMPs) to provide erosion control measures for this project. This is subsidiary to the "Stormwater Pollution Prevention Plan" and "Stormwater Pollution Prevention Plan Implementation"

line items. Erosion control measures to be used must be submitted in writing to the Engineer and approved by the Engineer before work begins. Suggested erosion control measures have been indicated on plan sheets for select work areas (e.g., sidewalks), but the Contractor shall provide a plan and implementation for the entire project site.

6. SCHEDULE

- 6.1. This contract is a calendar day contract.
- 6.2. The Contractor is required to provide an approved construction schedule within two weeks of the effective date of the notice to proceed.
- 6.3. The Contractor shall also provide updated schedules as warranted by the progress of the work at all regularly scheduled monthly meetings.
- 6.4. It is anticipated that the pre-construction meeting will be held the week following the receipt of the signed contracts from Legal. Unless other arrangements have been approved, the effective date of the Notice to Proceed will be the Monday following the pre-construction meeting.
- 6.5. The project schedule includes time to:
 - 6.5.1. Develop, submit, review, approve and implement the SWP3/erosion control plan;
 - 6.5.2. Develop, submit, review, and approve safety and material submittals;
 - 6.5.3. Complete and commission the Work;
 - 6.5.4. Attend Monthly Progress Meetings;
 - 6.5.5. Conduct Punch List Walk Through; and
 - 6.5.6. Complete the project closure activities and paperwork.
- 6.6. The contractor shall maintain a work force adequate to accomplish the work within the contract time. The Contractor agrees to employ only orderly, competent, and knowledgeable workers, skillful in performance of the type of work required under this contract.
- 6.7. Contractor's representative (City of Waco Standard Specifications for Construction, General Provisions, Section 8.7, page 58) – "Before starting work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. The representative or alternate shall be present at the Work site whenever work is in progress..."
- 6.8. The Contractor is required to provide an approved construction schedule within four weeks of the effective date of the Notice to Proceed. The schedule shall be in a Gantt, CPM, or PERT format suitable to depict the project work plan.
- 6.9. The Contractor shall also provide updated schedules as warranted by the progress of the work.
- 6.10. If the Contractor works a minimum of three (3) hours during a day, said day shall not be allowed to be claimed as a Weather Day.

7. PROJECT COMPLETION

- 7.1. It is expected that the contractor shall complete the “final” phase of the project in no more than 30 calendar days of completion of pay items, within the constraints of Section 7, Prosecution, Progress, and Acceptance of Work, City of Waco Standard Specifications for Construction.
- 7.2. When contractor completes all work or pay items, they shall submit a written request for a punch list.
- 7.3. The Construction Inspector along with a representative for the various City of Waco Departments will coordinate a “walk of the project” and issue the punch list.
- 7.4. When contractor deems all punch list items are complete, they shall submit a written request for a final inspection.
- 7.5. When the Construction Inspector finds all items complete to their satisfaction, they shall submit a letter of final acceptance which will request the contractor submit a one-year guarantee and an all bills paid affidavit, both notarized.
- 7.6. The final acceptance letter shall include an accurate description of the Work being accepted.
- 7.7. If private property is used, the Inspector shall receive a written release from property owner accepting the condition of their property.
- 7.8. Once all punch list items have been completed, the final pay application is approved and the one-year guarantee and all bills paid affidavit are received, the project will be deemed final.
- 7.9. Warranty –The Warranty for the entire project will begin on the date of Substantial Completion. The inspector will schedule a warranty walk approximately 11 months after project completion. If any issues arise during the warranty period, the Construction Inspector will send written request to the contractor.

8. POTHOLE REQUIREMENTS

- 8.1. The Contractor is directed to conduct the necessary potholes of existing utilities, both public and private, as identified in the construction drawings.
- 8.2. The cost of all potholes is subsidiary to the cost of installation of the appropriate utility.
- 8.3. The pothole shall include the preparation and submittal of any required Traffic Control Plans, Traffic Control Device implementation and removal, cost of obtaining a water meter and payment of any water charges and backfill and repair of the pavement surface as required.
- 8.4. The Contractor shall provide the following information to the Design Engineer:
 - 8.4.1. Utility Name
 - 8.4.2. Horizontal location based on the coordinate system for the Project
 - 8.4.3. Vertical elevation of the top of the utility

8.4.4. Material of the utility

8.4.5. For water, sewer and storm drainage utilities, the OD of the utility shall be measured.

9. UTILITY WORK

- 9.1. **Utility Identification** – The contractor shall place the appropriate utility identification tape on top of the embedment. Water pipe and its corresponding marking tape shall be the color “blue” and Wastewater pipe and its corresponding marking tape shall be the color “green” or, if necessary, the color that meets AWWA requirements. These costs shall be subsidiary to linear foot of pipeline being installed.
- 9.2. **Embedment** – If the bedding under existing storm drain, water, or sanitary sewer pipes is impacted during this construction, the Contractor shall restore such bedding in accordance with current City of Waco standard details. Restoration of such bedding, and any necessary additional embedment and backfill, shall be subsidiary to the work and per the City of Waco Standard Details.
- 9.3. **Tracer Wire** – Tracer Wire is required on all non-metallic utility lines. Tracer Wire shall be installed in the bottom of the trench below the bedding material. The contractor shall use blue colored #12 AWG Solid (0.0808” diameter) steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30-volt rating. Manufactured by Copperhead Industries part number 1230-SF or approved equal. No breaks or cuts in the tracer wire or wire insulation shall be permitted. The tracer wire shall be securely bonded together at all wire joints with an approved watertight connector to provide electrical continuity and shall be accessible at all new water valve boxes and water meter boxes. The end of the tracer wire shall be spliced to the wire of a six-pound zinc anode and buried at the same elevations as the water main. Contractor shall perform a continuity test on all trace wire in the presence of the Owner’s Representative. If the trace wire is found to be not continuous after testing, Contractor shall repair or replace the failed segment of wire. These costs shall be subsidiary to linear foot of pipeline being installed.
- 9.4. **Polyethylene Wrap** – Polyethylene Wrap is required on all ductile iron pipe. This shall be paid for subsidiary to the piping and trenching bid item(s) in the project.
- 9.5. **Compaction** – All trenching and excavation required for construction shall meet the following requirements. Excavation and backfill in traffic areas shall be backfilled to pavement profile with gravel (pit run) and compacted to 95% standard proctor density per City of Waco Standard Specifications for Construction. Excavation and backfill in non-traffic areas shall be backfilled with the excavated reuse material, where suitable. Reuse material shall meet all specifications and shall be accepted by the City’s construction representative. Where reuse material does not meet all specifications, imported borrow shall be used that meets all specifications. All backfill shall be placed per all specifications and shall be compacted to 95% standard proctor. Contractor shall include in their original bid price all costs associated with meeting all backfill requirements. No

additional compensation shall be made to Contractor for imported and/or select fill.

- 9.6. **Disposal of Excavated Materials** – Any excess excavated material, not utilized after all backfill requirements have been met, shall become the responsibility of the Contractor. The Contractor shall haul and dispose of excess excavated material outside the limits of this project and of public thoroughfares and water courses, in conformity with pertinent City, County, State and Federal regulations.
- 9.7. **Disturbed Areas** – All disturbed off-street areas shall be re-seeded or re-sodded and the cost shall be considered subsidiary to the item whose work caused the disturbed areas. Fences requiring removal for construction purposes shall be replaced with a fence of similar type and material as existing and all work, equipment, material, and associated appurtenances shall be subsidiary to the Bid Item that required the fence removal.
- 9.8. **Sewer Service Lines** – The unit price bid for sewer service lines shall include connection to main, taps, and any additional cleanouts needed to install the lines in accordance with the City of Waco Standard Specifications for Construction and Details. Price per each new sewer service line shall also include restoration of all concrete, curb & gutter, sidewalk, steps, handicap ramps, asphalt, driveways, landscaping, vegetation, irrigation systems, grass, and anything else above ground to pre-project conditions.
- 9.8.1. Where sewer service lines cross sidewalks the Contractor shall remove and replace sidewalk section between joints adjacent to both sides of the service location. This shall be paid for subsidiary to service line bid items.
- 9.8.2. Where sewer service lines are in existing driveways the Contractor shall remove and replace full width of driveway from the street to the property line, and in accordance with the applicable details. This shall be paid for subsidiary to service line bid items.
- 9.8.3. Surface Replacement shall be incidental to the cost of the sewer service.
- 9.9. **Manhole Protection** – The City of Waco requires the interior surface of sanitary sewer manholes to be primed with TNEMEC Series 218 followed by 60 dry mils of protective coating TNEMEC Series 436. The exterior surface of sanitary sewer manholes requires protective coating to be added to all exposed applications. The exterior coating shall be extended 18 inches below ground and shall be primed with TNEMEC Series 218 followed by 60 mils minimum of TNEMEC Series 436. In lieu of coating the interior and exterior surfaces of the manholes with TNEMEC, a precast concrete admixture of ConShield, or an approved equal, may be used if the Contractor provides a 5-year maintenance bond warranty for parts and labor for manhole installations. Concrete containing ConShield (or a pre-approved equal) shall be added at a rate of 1 gallon per cubic yard of concrete replacing 1 gallon of water. If ConShield is chosen to be utilized, then Con Tint concrete colorant, or an approved equal, shall be added at the manufacturer's recommended dosage. Additionally, ConShield Joint Set, or an approved equal,

shall be used. A letter from ConShield must be submitted confirming compliance with manufacturer's recommendations. In the event the contractor elects to utilize the Conshield design for manholes, the Conshield additive and tint must be used for the concrete "donuts."

- 9.10. **Sanitary Sewer Flow Control** – The Contractor shall submit a bypass pumping plan to the Engineer for review and approval. If building a new sewer in the same location as existing active sewer the following shall be followed:
- 9.10.1. During construction hours, the contractor shall plug the upstream manhole, use it as temporary storage for the upstream wastewater and haul off the wastewater when the manhole has become full or provide temporary 8" service around manhole. When wastewater flow is plugged, or blocked, sufficient precautions shall be taken to protect the public health and protect wastewater lines from damage. No wastewater shall be allowed to backup into any homes or building. No wastewater shall overflow any manhole, cleanout, or any other sewer access. During any time when an active wastewater line is plugged or blocked, the contractor shall continually observe the conditions upstream of the plug.
 - 9.10.2. Outside of construction hours, the contractor shall provide a temporary connection, if necessary, between the old and the new pipe. For all work which will require a temporary interruption of utility service via temporary pump around by-pass system, the Contractor shall submit a proposed pump around work plan which indicates the manpower, tools, fuel, materials, equipment, and procedure to be used to complete the installation, at least 14 calendar days prior to the activity. Pumping plan shall include sufficient pumps and pumping capacity to adequately handle estimated peak wastewater flows. Contractor shall take all necessary precautions at all times to prevent wastewater overflows.

10. STEEL PLATES

- 10.1. The Contractor will be allowed to use steel plates and pins, secured to the street, if work is to resume within 24 hours. In the event work will not be resumed within 24 hours, the Contractor shall backfill the trench.
- 10.2. Contractor shall comply with Section 23-31 of the City of Waco Code of Ordinances.
- 10.3. When the Contractor elects to use a steel plate a cold asphalt mix ramp will be provided to feather around the plate.
- 10.4. The thickness of plates for trench widths exceeding 72 inches shall be established in an analysis completed by a Licensed Professional Engineer Registered in the State of Texas.
- 10.5. Steel plates must extend a minimum of 24 inches beyond the edges of excavation.
- 10.6. In the event of improper installation of the steel plates that presents a nuisance or a public safety problem, the Contractor shall respond to all excavation restoration

requests by the City immediately upon notification. Non-responses will result in the required restoration work being done by the City, with all expenses to be paid by the Contractor.

- 10.7. It is the responsibility of the Contractor to perform and document daily inspections of all active plate(s) or unattended plate(s) location(s), and where necessary take appropriate measures to protect the public safety until work is completed. This documentation shall be available to the inspector upon request. No un-plated excavation shall be left unattended overnight.
- 10.8. All steel plates shall be properly marked with the Contractor's name and Contractor's after- hours contact phone number in the event the plates need to be secured.
- 10.9. **Hot-mix Asphalt Concrete (HMAC)**
 - 10.9.1. The Contractor may not place the overlay course until approval is requested and written approval is received by the Contractor from the Engineer.
 - 10.9.2. HMAC shall be TxDOT Special Specification 3076 Dense-Graded Hot-Mix Asphalt Type D performance graded asphalt 64-22 and shall be applied at a rate of 110 lbs./SY/inch of compacted pavement.
 - 10.9.3. HMAC for level up and installation of curb and gutter shall be TxDOT Special Specification 3076 Dense-Graded Hot-Mix Asphalt Type B performance graded asphalt 64-22.
 - 10.9.4. The Contractor shall provide results from the mix prior to construction.
 - 10.9.5. A City of Waco representative shall inspect the stockpile prior to construction.

APPENDIX F

Plans

Door
Air conditioner

BRAZOS RIVER AUTHORITY

WACO METROPOLITAN AREA REGIONAL SEWER SYSTEM

CONSTRUCTION PLANS FOR

REGIONAL SEWAGE TREATMENT PLANT

APPROVED BY THE BRAZOS
RIVER AUTHORITY
THIS 13th DAY OF FEB., 1970
RECOMMENDED
FOR APPROVAL Caution H. Hoge
(DIRECTOR OF PLANNING AND DEVELOPMENT)

APPROVED Ralph H. Hoge
(GENERAL MANAGER)

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JOE L. TOD
A. C. VERNER

SUBMITTED FOR APPROVAL
FORREST AND COTTON, INC.

DALLAS, TEXAS

Chas. G. McSlyar



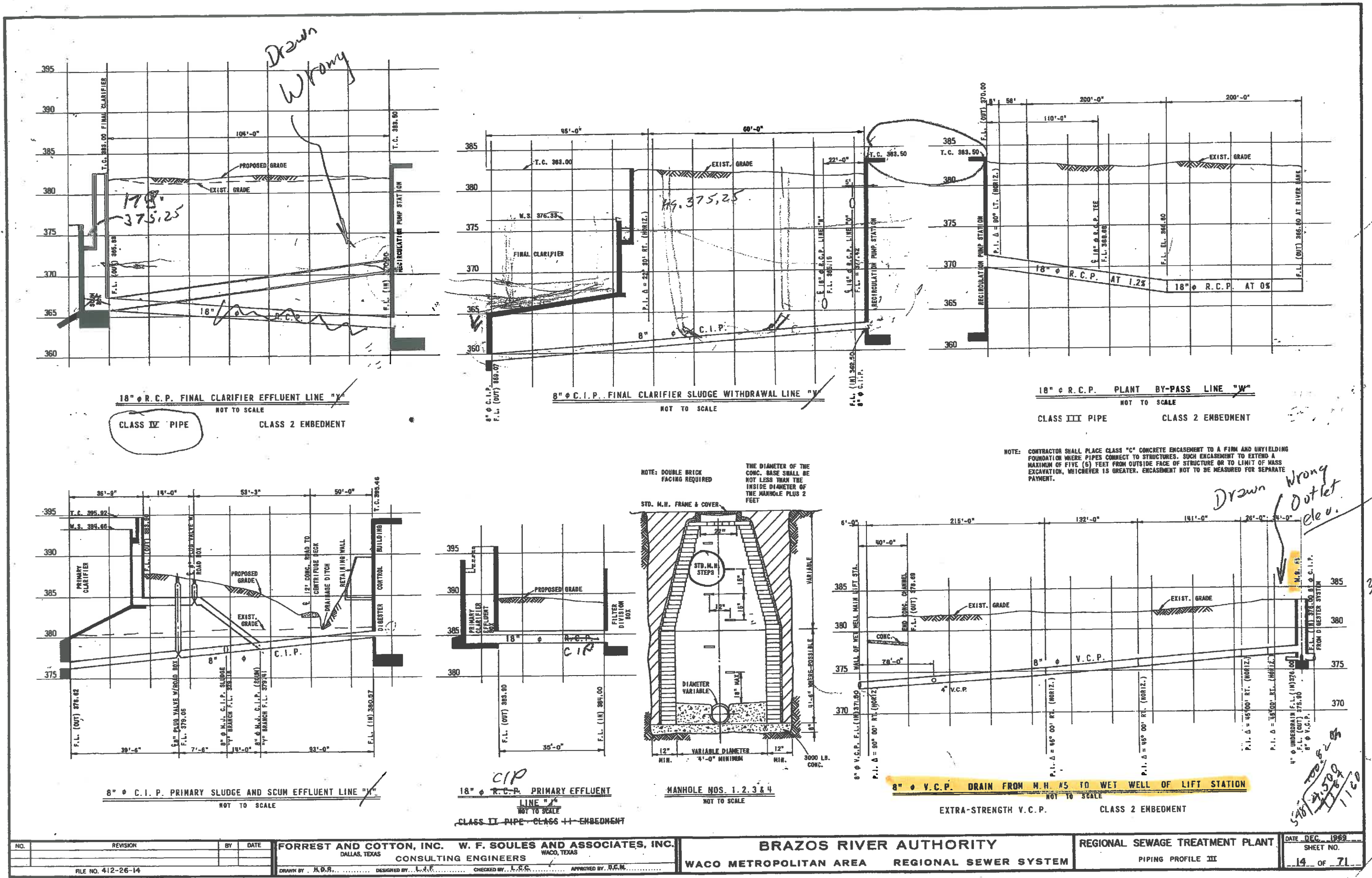
W. F. SOULES & ASSOCIATES, INC.

WACO, TEXAS

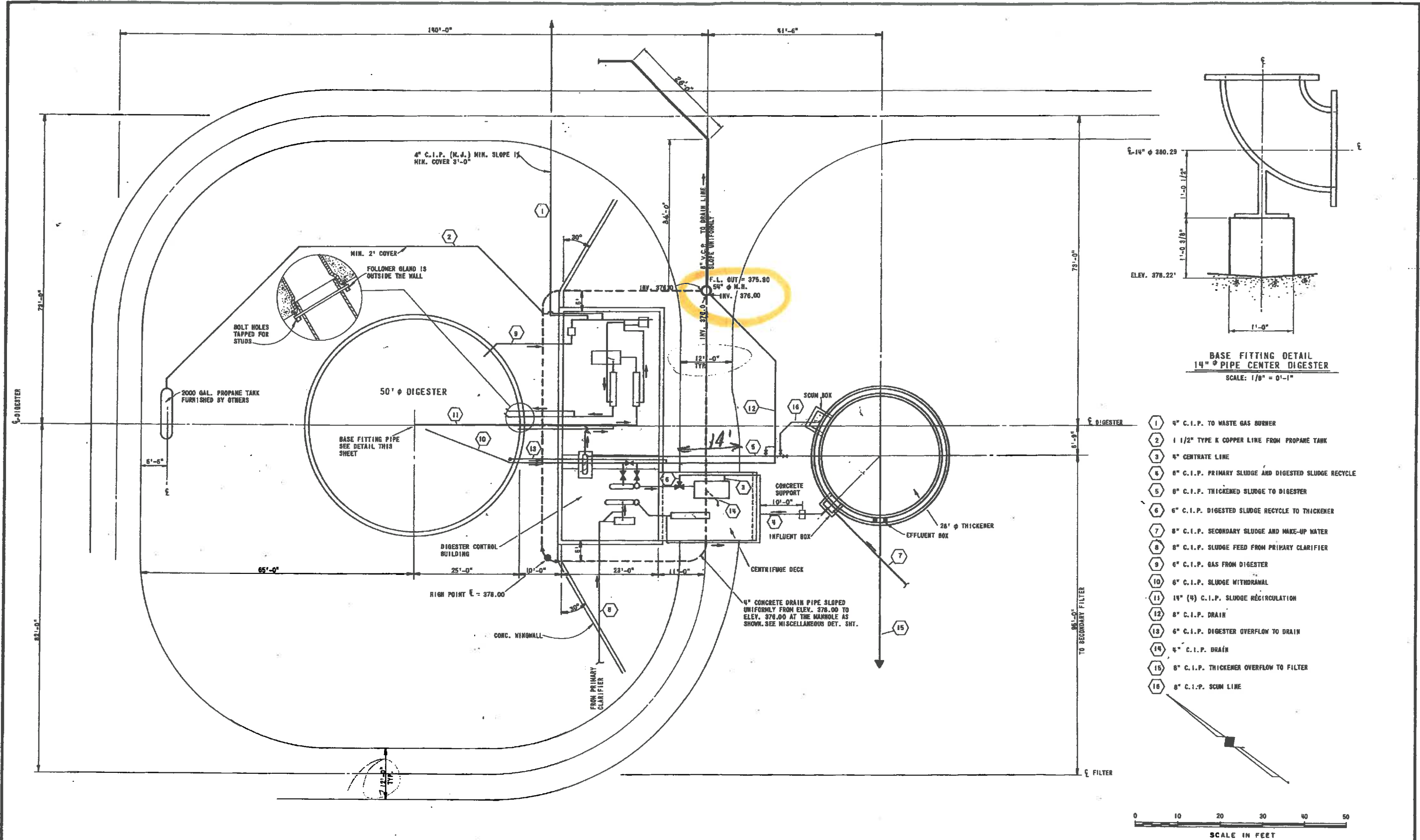
W. F. Soules

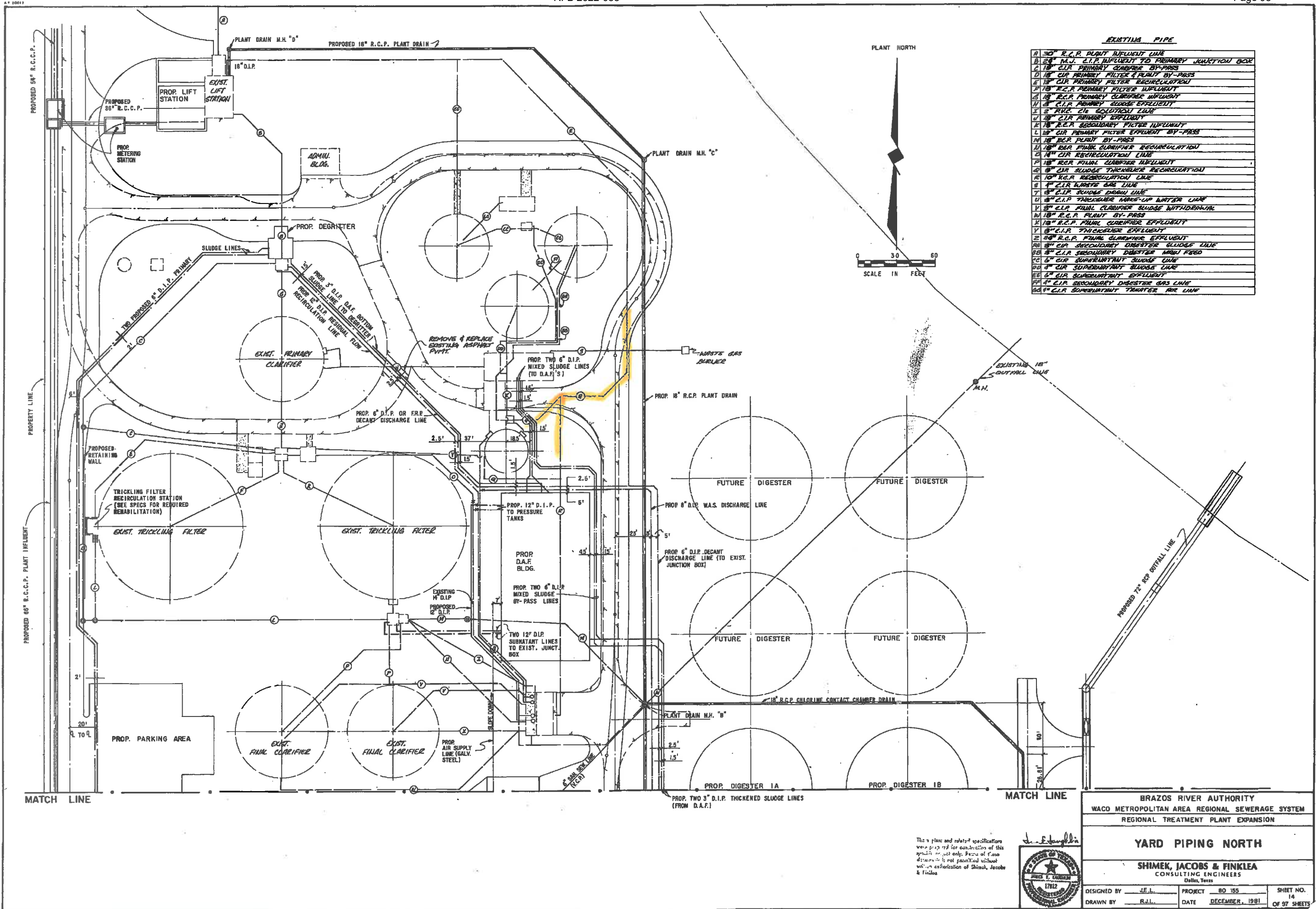


Consolidated - Freight



NO.		REVISION		BY		DATE		FORREST AND COTTON, INC. W. F. SOULES AND ASSOCIATES, INC. DALLAS, TEXAS WACO, TEXAS CONSULTING ENGINEERS				BRAZOS RIVER AUTHORITY WACO METROPOLITAN AREA REGIONAL SEWER SYSTEM				REGIONAL SEWAGE TREATMENT PLANT PIPING PROFILE III				DATE DEC 1969 SHEET NO. 14 OF 71					
FILE NO. 412-26-14								DRAWN BY H.D.R. DESIGNED BY L.J.F. CHECKED BY L.C.C. APPROVED BY D.C.M.																	





BRAZOS RIVER AUTHORITY WACO METROPOLITAN AREA REGIONAL SEWERAGE SYSTEM REGIONAL TREATMENT PLANT EXPANSION		
YARD PIPING NORTH		
SHIMEK, JACOBS & FINKLEA CONSULTING ENGINEERS Dallas, Texas		
DESIGNED BY J.E.L.	PROJECT 80-155	SHEET NO. 14
DRAWN BY R.J.L.	DATE DECEMBER, 1981	OF 97 SHEETS