



## City of Waco, Texas

### Request for Bid

### RFB No. 2023-030

### Flat Creek Tributary Channel Improvements

**Issue Date: May 24, 2023**

**All Questions Due: June 20, 2023, 5:00 P.M. CT**

**Bid Closing Date & Time: June 28, 2023, 2:00 P.M. CT**

**Bid Opening Date & Time: June 28, 2023, 2:01 P.M. CT**

**For Information Contact:**

Paul Campos, Purchasing Agent, 254-750-8062, or [pcampos@wacotx.gov](mailto:pcampos@wacotx.gov)

**Non Mandatory - Pre-Bid Meeting:**

**Via Zoom Video & Dial In  
On Thursday, June 8, 2023, at 10:00 A.M.**

**RFB Opening Location:**

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

**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](http://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:	



# City of Waco, Texas

**RFB No. 2023-030**

**Flat Creek Tributary Channel Improvements**

*Please Register for Notifications*

**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: [pcampos@wacotx.gov](mailto:pcampos@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](http://www.waco-texas.com)

## TABLE OF CONTENTS

Register Interest form

<del>10</del>	Schedule for Solicitation
<del>10</del>	Contact with City of Waco
<del>10</del>	Definitions
<del>10</del>	Requested Services / Products
X0	Request For Bids – Submission And Award Procedures

## Appendices

### C0 Services/Products Bid Forms

- \*3+ Pricing Form(s)
- \*4+ Sample Bid Bond

### D0 Contract Requirements

- \*3+ City of Waco General Terms and Conditions
- \*4+ General Condition for Construction Work
- \*5+ Insurance & Indemnification Requirements
- \*6+ Worker's Compensation
- \*7+ Wage Rates
- \*8+ Sales Tax Information
- \*9+ HB1295 Information Sheet
- (8) W9 Tax Form
- \*9+ Protest Procedure
- \*10+ Sample Contract Form
- \*31+ Sample Payment and Performance Bond Requirements

### E0 Forms to Complete and Return

- \*3+ Submission of Bid/Proposal and Acknowledgment of Addenda
- \*4+ Business Identification Form
- \*5+ Application for Local Preference Consideration 271.905b
- \*6+ Application for Local Preference Consideration 271.9051b
- \*7+ Conflict of Interest Questionnaire (CIQ form)
- \*8+ Disclosure of Relationships with City Council/Officers (City Charter)
- \*9+ HB 89 "Kt cgn Hqto +
- \* + HB 89 "Ht gcto u' Hqto +
- \* + HB 89 "Gpgti { 'Hqto +
- \*32+ Y qo gp 'Qy pgf 'Dwulpgui' 'J WD'Egt wlecvkqp
- \*33+ Nk ki cvkqp 'F luenquwtg
- \*34+ Egt wlecvkqp 'Tgi ctf lpi 'F gdcto gpv
- \*35+ P qp/eqmwukqp 'Chkf cxkv
- \*36+ T gukf gpv'Egt wlecvkqp
- \*37+ Vgzcu'Rwdrie 'Kphqto cvkqp 'Cev
- \*38+ F twi 'Hgg'Y qtnr rreg

### D. Special Project Provisions

- See Section for Specific Documentation

### E. City of Waco Specifications

- See Section for Specific Documentation and/or link(s)

### F. Texas Department of Transportation Specifications

- See Section for Specific Documentation and/or link(s)

### G0 Plans

- See Section for Specific Documentation and/or link(s)

## 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                  |                                     | <b>May 24, 2023</b>  |
| • Pre-Submittal Meeting 10:00 a.m. CT  | <i>Via Zoom Video &amp; Dial In</i> | <b>June 08, 2023</b> |
| • Dead line for Questions 5:00 p.m. CT |                                     | <b>June 20, 2023</b> |
| • Bid Open & Close Date 2:00 p.m. CT   | <i>Via Zoom Video &amp; Dial In</i> | <b>June 28, 2023</b> |

Tentatively, the final selection decision will be made and submitters will be notified of award by, **June 30, 2023**. This schedule is subject to change by the City.

## II. Contact with City of Waco

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

**Email:** [pcampos@wacotx.gov](mailto:pcampos@wacotx.gov) **Telephone:** (254) 750-8062 **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.

<b>Via U.S. Mail:</b> City of Waco Purchasing Services Attn: Paul Campos, Purchasing Agent P.O. Box 2570 Waco, Texas 76702-2570	<b>Via Delivery Services/Personal Delivery :</b> City of Waco Purchasing Services Attn: Paul Campos, Purchasing Agent 1415 North 4 <sup>th</sup> Street Waco, Texas 76707  <b>NOTE: US Mail does NOT deliver to this street address</b>
---	---

**Contact with someone other than the Purchasing Agent listed above, or his/her designated representative; at the City of Waco concerning this solicitation may be grounds for removal from consideration.**

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Waco. Addenda will be made available <http://www.waco-texas.com/purchasing-rules.asp>. Interested 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, may be obtained at <http://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 working day unless otherwise specifically defined.
- (11) "TxDOT" means Texas Department of Transportation

## IV. REQUESTED SERVICES/PRODUCTS

### A. Scope of Services / Specifications

- (1) The Flat Creek Tributary Channel Improvements will include drainage improvements, including 260 ft of concrete lined channel construction and other minor improvements.
- (2) Engineering Estimate: \$181,181.00.
- (3) Liquidation Fee is \$950.00 for each day of delay.
- (4) TxDOT Qualifications is **NOT** Required for this project.
- (5) Detailed specifications are attached as Appendices.
- (6) A digital version of this document and specifications can be obtained from the City of Waco [Website at www.waco-texas.com/bids.asp](http://www.waco-texas.com/bids.asp)
- (7) **Submitting Contractor, if using Sub-Contractors, please submit Minority, Women Owned Business Enterprise (MWBE) status for each. Use form on Page 71.**
- (8) EXCEL Bid Sheet available by request.

### Terms Conditions & Requirements

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

### Duration of Services

The City of Waco is seeking to have the work that is the subject of this RFB completed within **60 WORKING DAYS, (Base Bid)** 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.

**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.

- a. Furthermore, the City expressly reserves the right to:
  - i. Waive any defect, irregularity, or informality in any submittal or procedure;
  - ii. Extend the solicitation closing time and date;
  - iii. Reissue this solicitation in a different form or context;
  - iv. Procure any item by other allowable means;
  - v. 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
  - vi. Extend any contract when most advantageous to the City, as set forth in this solicitation.
- vii. 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 shall submit one (1) original and (2) additional copies of the Pricing Forms for the services/products sought by this solicitation and complete all of the required forms by the stated deadline.**

#### b. Pricing Forms and Submission/Bid Security

##### i. 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 price 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.

##### ii. Security – Bid Bond.

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.

**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 June 28, 2023.**

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

City of Waco Purchasing Services  
Attn: Paul Campos, Purchasing Agent  
1415 North 4<sup>th</sup> Street Waco, Texas  
76707

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

City of Waco Purchasing Services  
Attn: Paul Campos, 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 2023-030", Flat Creek Improvements**

**Bid Opening: 2:01 p.m. (Central Time) on June 28, 2023.**

**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 City reserves the right to request that a vendor provide references.

**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 offer or, 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. Contract 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 Forms

**BID PROPOSAL FOR**  
**RFB 2023-030****FLAT CREEK TRIBUTARY CHANNEL IMPROVEMENTS (75DR2302A)**

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT MEAS.	UNIT PRICE	ITEM AMOUNT
1	MOBILIZATION	1	LS	_____	_____
2	SWPP PLAN AND IMPLEMENTATION	1	LS	_____	_____
3	UNCLASSIFIED EXCAVATION	185	CY	_____	_____
4	REINFORCED CONCRETE CHANNEL LINING (6-INCH THICKNESS) (CLASS A-3,000 PSI)	231	CY	_____	_____
5	REINFORCED CONCRETE SLEEPER SLAB (6-INCH THICKNESS) (CLASS A-3,000 PSI)	2	EA	_____	_____
6	REINFORCED CONCRETE FLUME (6-INCH THICKNESS) (CLASS A-3,000 PSI)	1	CY	_____	_____
7	BLOCK SODDING (INCL. 4" TOPSOIL SALVAGED FROM CHANNEL BOTTOM)	540	SY	_____	_____
8	CLEAN AND SEAL JOINTS (EXISTING JOINTS)	127	LF	_____	_____
				<b>TOTAL AMOUNT BID:</b>	_____

**NOTE: PLEASE LIST SUB-CONTRATOR MWBE STATUS, USING FORM ON PAGE 71**

I WILL USE THE FOLLOWING SUBCONTRACTORS FOR THIS WORK:

SUBCONTRACTOR

TYPE OF WORK

FIRM NAME: \_\_\_\_\_

BY (SIGNED): \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Contractor acknowledges and agrees that the official TOTAL AMOUNT OF BID is determined by multiplying the unit bid prices by the respective estimated quantities shown in this bid proposal and then totaling all of the extended amounts. Extended amounts **SHOULD NOT** be rounded up or down. All dollar amounts should be either written legibly or typed. Any mistakes should be rewritten and initialed by the Contractor.

**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

(if corporation Corporate Seal)

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

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

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

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

ATTEST:

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

(Surety Seal)

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

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

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

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

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

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) HB1295 Information Sheet
- (8) W9 Tax Form
- (9) Protest Procedure
- (10) Sample Contract Form
- (11) Sample Performance and Payment Bond Requirements

**APPENDIX B. (1)****General Waco Terms and Conditions**

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

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

- (s) **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- (t) **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.
- (u) **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
- (v) **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:
  1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
  2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
- (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 (85<sup>th</sup> (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

## APPENDIX B. (2)

### General Conditions for Construction Work

The “City of Waco Standard Specifications for Construction” dated January 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”), is incorporated herein by reference for all intents and purposes. The General Provisions of the City of Waco Standard Specifications include provisions related to the administration of the contract. If a provision of the City of Waco 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 of Waco Standard Specifications may be obtained by accessing the City of Waco website at <http://www.waco-texas.com/engineering-specifications.asp>.

- (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 **working 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 (85<sup>th</sup> (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"> <li>• Premises/Operations</li> <li>• Independent Contractors</li> <li>• Products Liability/Completed Operations</li> <li>• Personal &amp; Advertising Injury</li> <li>• Broad form property damage, to include fire legal liability</li> </ul>	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired vehicles</li> </ul>	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).

**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 4<sup>th</sup> 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.



## **City of Waco Workers' Compensation Coverage Verification Form**

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

For your convenience, Texas Labor Code – Section 406.096 is attached.

Please review Section 406.096 prior to completing the City of Waco Workers' Compensation Coverage Verification Form.

If you have questions concerning this form, contact City of Waco Risk Management office at (254) 750-5730.

LABOR CODE

TITLE 5. WORKERS' COMPENSATION

SUBTITLE A. TEXAS WORKERS' COMPENSATION ACT

CHAPTER 406. WORKERS' COMPENSATION INSURANCE COVERAGE

EXTRACT:

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.



**Office Use Only**  
Date Received:

**City of Waco Workers' Compensation Coverage Verification Form. For Building or Construction Contractors**

This form is being filed in accordance with Texas Labor Code – Section 406.96. Required Coverage For Certain Building Or Construction Contractors.

1. Name of Company doing business with the City of Waco.

\_\_\_\_\_.

2. Company Primary Point of Contact for Insurance issues.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_.

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

Email: \_\_\_\_\_  
(Optional)

3. Name of Insurance Company providing Workers' Compensation Coverage for Company Employees.

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Is this an update to previously provided information on workers' compensation insurance?

\_\_\_\_\_ YES \_\_\_\_\_ NO.

Note: Please inform the City of Waco of changes in Insurance Companies.

5. Has the Company hired one or more Subcontractors for this project?

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

6. Has each Subcontractor provided the Company with a certificate showing workers' compensation insurance coverage for each of the Subcontractor's employees?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

7. Name of each Subcontractor and Name of its Insurance Carrier providing Workers' Compensation Coverage for Subcontractor's Employees:

Subcontractor

Insurance Carrier

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please provide a copy of each Subcontractor's proof of Workers' Compensation Coverage.

8. **Printed Name and Title of person completing this form, and have Witness sign.**

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

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

**WITNESS:**

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

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

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

**PLEASE SIGN AND RETURN WITH BID**



## **PREVALING 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: TX20230007 01/06/2023

Superseded General Decision Number: TX20220007

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, McClennon 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	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$16.20 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2023.	
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$12.15 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 2023.	

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                              01/06/2023

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 (\$16.20) or 13658 (\$12.15). 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.

=====

END OF GENERAL DECISION"

## TEXAS SALES TAX EXEMPTION INFORMATION

Under section 151.309 of the Texas Tax Code, 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 are also exempt from sales tax. In other words, materials and supplies that are entirely consumed or used up on a construction job for the City of Waco can be purchased without paying 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 purchasing materials and supplies (as the buyer of the materials and supplies) will have to complete a Texas Sales and Use Tax Exemption Certification form to submit to the seller at the time of the purchase. The exemption form is available on the Texas Comptroller website at:

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

(The City of Waco will provide an executed exemption certification to the contractor awarded a construction contract to assist in making claim for the sales tax exemption for materials to be used under that contract.)

In completing the exemption form, a contractor will:

- (1) list itself as the purchaser, not the City of Waco;
- (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;
- (4) state reason for claiming the exemption (suggested wording – “Taxable item purchased for use under contract to improve realty for exempt organization, namely the City of Waco, Texas, for Project or Job No. \_\_\_\_” or “Materials/supplies will be used entirely in an exempt contract for the City of Waco, Texas, for Project or Job No. \_\_\_\_”).

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/>

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

<http://www.capitol.state.tx.us/statutes/docs/TX/content/htm/tx.002.00.000151.00.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)  
 34 TAC Section 3.291 in Subchapter O deals specifically with Contractors.

**The above 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.**

**PLEASE SIGN AND RETURN WITH BID**

# 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
-----------	-------	------

**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
--	-------	------

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.**





## **INFORMATION ABOUT FORM 1295 DISCLOSURE**

Beginning January 1, 2016, a business entity entering into a contract which is approved by the Waco City Council for services, goods or other property to be used by the City of Waco was required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. A Form 1295 may also be required if a contract with the City is changed, amended, extended, or renewed.

House Bill 1295 found in Texas Government Code Chapter 2252 requires a “business entity” that:

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

to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. It includes for-profit and non-profit entities. A contract with an individual is not a contract with a business entity.** A Form 1295 is not required for contracts with a publicly traded business entity, including a wholly owned subsidiary of the business entity.

The Texas Ethics Commission has 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 (approved in 2015).

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

### **Filing Process:**

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

A business entity entering into a contract for services, goods or other property with the City of Waco must use that website application to enter the required information on Form 1295 and then print or download a copy of the form. The printed Form 1295 will have unique certification number assigned by the Commission in the upper right part of the Form. An authorized agent of the business entity must sign a printed copy of the Form. The executed Form 1295 must be filed with the City of Waco. The form can be scanned and emailed to the City, faxed to the City, mailed to the City, or delivered to the City. 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.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

OFFICE USE ONLY

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

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

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

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

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

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

**6** AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

Form

**W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2	Business name/disregarded entity name, if different from above	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.   <input type="checkbox"/> Other (see instructions) ►         </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div>	
4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code	
7	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## **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 \_\_\_\_\_, 2023, 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. 2023-030**
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 Project work includes all work specified in the Base bid.

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 **60 WORKING 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** for 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

Jennifer Richie, City Attorney

APPROVED:

(Corporate Seal)

\_\_\_\_\_  
CONTRACTOR

ATTEST/WITNESS:

By: \_\_\_\_\_

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

Corporate Secretary or Witness

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

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

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 \_\_\_\_\_ **and 00/100<sup>th</sup> 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:  
 \_\_\_\_\_, (herein called the "Work").

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

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) a \_\_\_\_\_ , of (3) \_\_\_\_\_ , hereinafter called Principal and  
 (4) \_\_\_\_\_ , of \_\_\_\_\_ , State \_\_\_\_\_ ,  
 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 \_  
 \_\_\_\_\_ **/100<sup>th</sup> 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 (5)THE CITY OF WACO dated the (5) \_\_\_\_\_ day of \_\_\_\_\_ ,  
 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<br>(2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form<br>(3) City and state of contractor's office<br>(4) Correct name of Surety along with city and state<br>(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

- \*3+ Submission of Bid/Proposal and Acknowledgment of Addenda
- \*4+ Business Identification Form
- \*5+ Application for Local Preference Consideration 271.905b
- \*6+ Application for Local Preference Consideration 271.9051b
- \*7+ Conflict of Interest Questionnaire (CIQ form)
- \*8+ Disclosure of Relationships with City Council/Officers (City Charter)
- \*9+ HB 89 "Kt cgn Hqto +
- \*: + HB 89 "Ht gcto u Hqto +
- \*; + HB 89 "Gpgti { 'Hqto +
- \*32+ Y qo gp 'Qy pgf 'Dwupgui' ( 'J WD'Egtwhecvkqp and Sub Contractor
- \*33+ Nkxi cvkqp 'F luenquwtg
- \*34+ Egtwhecvkqp 'Tgi ctf lpi 'F gdcto gpv
- \*35+ P qp/eqmwukqp 'CHkf cxlv
- \*36+ Tgukf gpv'Egtwhecvkqp
- \*37+ Vgzcu'Rwdrie 'Kphqto cvkqp 'Cev
- \*38+ F twi 'Hgg 'Y qtmr ñeg

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

**RFB/P No. 2023-030, 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](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.

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

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

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

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

## **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 to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

### RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of \_\_\_\_\_  
(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 manger of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manger of #1.

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

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

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

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

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

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

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

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

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

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002**

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

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

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

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

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

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

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

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

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

- (1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile;
- (2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit;
- (3) "Discriminate against a firearm entity or firearm trade association":
  - (A) means, with respect to the entity or association, to:
    - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - (B) does not include:
    - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
    - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

- (4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;
- (5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;
- (6) "Firearm entity" means:
  - (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer: and
  - (B) a sport shooting range as defined by Section 250.001, Local Government Code;
- (7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
  - (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
  - (B) has two or more firearm entities as members; and
  - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

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

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

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

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

By signing below, Company hereby verifies the following:

1. Company does not boycott energy companies; and
2. Company will not boycott energy companies during the term of the contract.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

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

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

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

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

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

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_



**CITY OF WACO PURCHASING  
PRIME CONTRACTOR  
MINORITY / WOMEN OWNED BUSINESS CERTIFICATION**

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

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

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

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

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

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

**Native American M/F\_\_\_\_\_;    Service Disabled Veteran of 20% or more M/F\_\_\_\_\_.**

**HUB certified \_\_\_\_\_ YES                      \_\_\_\_\_ NO**

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

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

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

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



## CITY OF WACO PURCHASING

**SUB-CONTRACTOR****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: \_\_\_\_\_

**Sub-Contractor**



## 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](http://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

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

Signature:

Date:

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

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

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: \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH PROPOSAL/BID**

Revised 10/15/2012

## 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**

### **Special Project Provisions**

## Special Project Provisions

### 1. GENERAL

**1.1. Project Specifications** – In addition to the project’s Special Project Provisions and the instructions provided in the drawings, the following specifications shall be followed as noted:

**1.1.1. City of Waco Standard Specifications for Construction (2013) and City of Waco Standard Details (2022):** The *City of Waco Standard Specifications for Construction* (2013) and the *City of Waco Standard Details* (2022) are incorporated herein by reference for all intents and purposes. If a standard specified in the *City of Waco Standard Specifications* and/or *City of Waco Standard Details* conflicts with a standard included within the project’s Special Project Provisions and/or drawings, the project’s Special Project Provisions and/or drawings control. If the standard is unclear, the Project Engineer for the City of Waco will determine which standard controls and their determination shall be final. The *City of Waco Standard Specifications for Construction* include any Special Provisions published by the City Engineer on the City’s website: (<https://www.waco-texas.com/Departments/Public-Works/Engineering/Specifications-and-Details>). Copies of the City of Waco Standard Specifications for Construction and the City of Waco Standard Details may be obtained by accessing the City of Waco’s website: (<https://www.waco-texas.com/Departments/Public-Works/Engineering/Standard-Details-Listing>).

**1.1.2. Texas Department of Transportation Specifications and Special Provisions:** Portions of this project require the Contractor to follow *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation (November 2014). A copy of these specifications may be found on the Texas Department of Transportation’s (TxDOT) website: <https://ftp.txdot.gov/pub/txdot-info/cmd/cserve/specs/2014/standard/specbook-2014.pdf>. Any TxDOT Special Provisions to Specifications and Special Specifications referenced in this project and published on their website: (<http://www.dot.state.tx.us/apps-cg/specs/toc.asp?year=4&type=SP&list=sd>) shall be followed. TxDOT Specifications and Special Provisions utilized for this project include, but are not limited to:

ITEM	TITLE
162	SODDING FOR EROSION CONTROL
432	RIPRAP
438	CLEANING AND SEALING JOINTS

**1.1.3. TxDOT Standard Plans and Details:** The Contractor shall follow the TxDOT standard plans and details provided in the drawings.

**1.1.4. TxDOT Waco District General Notes:** For TxDOT Standard Specification and Special Provision Items utilized on this project, the Contractor shall follow the General Notes utilized by TxDOT’s Waco District. Requirements included in the General Notes are included at the end of these Special Project Provisions.



- 1.2. **Construction Surveying** - All construction staking shall be provided by the Contractor. This provision supersedes the most current Standard Specifications for Construction and all other city contract documents.
- 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. All existing vegetated areas must be restored to existing condition or better with topsoil and either seed or sod as appropriate. The 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. **Protection of Facilities in Right of Way** - The Contractor shall be responsible for adequately protecting all facilities (mailboxes, trees, bushes, sprinkler/irrigation systems, fencing, sidewalks, handicap ramps, etc.) not designated for removal. Any facilities that sustain damage shall be restored to existing or better condition, and the cost of the restoration shall be subsidiary to the work.
- 1.5. **Underground Utilities** - The attention of the Bidder is drawn to requirements in State law regarding location of underground utilities prior to excavation and the reporting of damage to any gas line.
- 1.6. **Above Ground Utilities** - The Contractor is responsible for coordinating with the appropriate utilities owning any poles or signs that may be impacted during the work of this contract. Bracing and protective measures per the requirements of the signs' owners shall be provided by the Contractor and shall be considered subsidiary to the work.
- 1.7. If the Contractor chooses to utilize a private lot(s) as a staging area, the Contractor shall provide the City written permission from the property owner(s). The project shall not be finalized until the Contractor provides a written letter from the property owner(s) saying that the property owner is satisfied with the said lot(s) once the Contractor demobilizes.
- 1.8. Material on hand shall not be considered for payment.
- 1.9. All earthwork (cut and fill) required for the work of this contract, unless otherwise specified, is subsidiary to payment for the various bid items.
- 1.10. The Contractor shall coordinate all work with anyone affected by the construction at the beginning of construction and maintain communication until final acceptance.
- 1.11. **Projectmates**
  - 1.11.1. The City has set up an Internet-based project management system called Projectmates for managing design and construction projects.
  - 1.11.2. The Contractor will be required to utilize Projectmates as follows: 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 Project Engineer through Projectmates over the Internet. Paper copies shall not be accepted unless specifically requested.
  - 1.11.3. The City of Waco Projectmates software portal is: <https://cityofwaco.projectmates.com>
  - 1.11.4. 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.
  - 1.11.5. 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](mailto:info@systemates.com).

1.11.6. See “Submittals” section for detailed instructions regarding submittals.

#### 1.12. **Channel and Vegetation Clearing and Cleanup**

1.12.1. **Channel and Vegetation Clearing:** The Contractor shall be responsible for clearing the area of construction of trees, shrubs, and other vegetative growth as needed for equipment clearance, construction, and any other work required for this Project, prior to beginning construction, and in areas specifically identified on the drawings.

1.12.2. **Channel and Vegetation Cleanup:** At the end of the project and prior to requesting the punch list, the Contractor shall clean up the project limits. The approximate project limits are shown on the plans; however, the Contractor and Engineering Inspector (EI) shall coordinate the extents of the work during construction. The purpose of the cleanup is to leave the entire project limits clear of trash, debris, and overgrown vegetation. Work beyond the chain link fence will need to be cleaned up by the Contractor as well. Cleanup activities shall include, but not be limited to the following:

- Remove all trash and debris
- Remove all downed trees, tree limbs, and brush piles
- Mow grass/vegetation to 3-inch height
- Edge grass at edge of channel and flume
- Remove vegetation from joints in the channel by mechanical means or other methods approved by the Project Engineer
- Seal cleaned concrete joints by methods approved by the Project Engineer

This work shall be subsidiary to all pay items unless otherwise noted on the drawings.

### 2. **CHANGE MANAGEMENT**

2.1. See Section 4 in the General Provisions of the City of Waco Standard Specifications for Construction.

### 3. **COMMUNICATION**

3.1. Contractor shall contact the Engineering Inspector (EI) a minimum of seventy-two (72) hours and a maximum of ninety-six (96) hours prior to beginning (or recommencing after a hiatus) work; and notify the EI immediately upon any change in schedule.

3.2. All homeowners and businesses affected by the construction shall be notified by the Contractor **a minimum of seventy-two (72) hours and a maximum of ninety-six (96) hours** in advance of any street/construction work. See **Attachment “A”** in the plans for a flier example. Should the work not occur on the specified day, new notifications will be distributed when required. The notification shall be in a form of written posting, including the contractor’s representative’s name and local cellular telephone number and stating the time and date the work will take place. Flier shall be submitted for City of Waco approval prior to distribution.

#### **4. HOUSEKEEPING**

- 4.1. During the progress of the Work and on a daily basis, Contractor shall keep all the premises (including any staging areas) free from accumulation of all waste materials, rubbish and other debris resulting from the Work.
- 4.2. Equipment and material shall not be stored on the street or within the right-of-way unless approval is granted by the EI. If approved, the Contractor shall remove all material stockpiles, equipment left overnight or any obstructions within thirty (30) feet of a travel way or clearly mark by warning lights and barricades.
- 4.3. 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.).
- 4.4. It shall be the responsibility of the Contractor to keep the roadway, drive approaches, and sidewalk clean of mud, sand, rock, and other debris.
- 4.5. If the Contractor fails to comply with these requirements, the Owner may do so and pass along all related costs to the Contractor.

#### **5. SAFETY**

- 5.1. **Construction Constraints** – The Contractor shall be constrained to the following when planning and executing the Work:
  - 5.1.1. During construction of the flume at 400 Texas Central Pkwy the fence shall be temporarily removed/rolled back for construction. The fences shall be replaced at the end of each work day for security purposes. The contractor shall be held liable for all damage to the fence or property.
  - 5.1.2. Coordinate fence removal and replacement with Robert Updegraff (254-709-3705), General Manager of Spare Box Storage. Notification to property owner shall be made 48-72 hours before fence removal.
  - 5.1.3. Construction entrance and exit shall be on Colonnade Pkwy and at no point shall vehicles enter or exit onto Texas Central Pkwy

#### **6. EROSION CONTROL**

- 6.1. The Contractor shall use Best Management Practices (BMPs) to provide erosion control measures for this project. This is subsidiary to the “SWPP PLAN AND IMPLEMENTATION” line item. Erosion control measures to be used must be submitted in writing to the Engineer and Compliance Manager to be approved before work begins. The contractor shall be responsible for providing a plan that meets regulatory requirements and implementation of that plan across the entire project site. Additional erosion control measures beyond what is shown in the plans may be required and shall be subsidiary to the “SWPP PLAN AND IMPLEMENTATION” line item.
- 6.2. Refer to General Notes sheet in plan set for additional SWPPP requirements.
- 6.3. Approximately 0.5 acres of earth will be disturbed with this project.

#### **7. PERMITS – NOT USED**

#### **8. SCHEDULE**

- 8.1. The pre-construction meeting will be scheduled by City of Waco staff. The construction schedule for this project is set at **60 working days**, beginning on the Notice to Proceed date and ending on the date of final acceptance. The Notice to Proceed will be issued after receipt of executed contracts and completion of the pre-construction meeting.
- 8.2. A Working Day is defined as any day of the week, not including Saturdays, Sundays, or Legal Holidays during which conditions under the Contractor's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with the Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.
- 8.3. The project schedule includes time to:
  - 8.3.1. Develop, submit, review, approve and implement the SWP3/erosion control plan;
  - 8.3.2. Develop, submit, review, approve and implement the traffic control plans;
  - 8.3.3. Develop, submit, review, and approve safety and material submittals;
  - 8.3.4. Complete and commission the Work;
  - 8.3.5. Complete the project closure activities and paperwork.
- 8.4. 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.
- 8.5. 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 . . ."
- 8.6. The Contractor shall provide an approved baseline construction schedule within two weeks following the notice to proceed date. The schedule shall be in a Gantt, CPM, or PERT format suitable to depict the project work plan.
- 8.7. The Contractor shall supply the Project Engineer with a tentative schedule at least ten (10) days in advance of placement, along with weekly schedules.
- 8.8. The Contractor shall also provide updated schedules as warranted by the progress of the work or as requested by Project Engineer or Representative.
- 8.9. Work in conflict with special events or ongoing utility work may be suspended, delayed, or redirected when determined by the City at no additional expense to the City.

## **9. PROJECT COMPLETION**

- 9.1. It is expected that the Contractor shall complete the "final" phase of the project in no more than ten (10) working days after completion of pay items, within the constraints of the "Schedule" section of these provisions.
- 9.2. When Contractor completes all work or pay items, the Contractor shall submit a written request for a punch list.
- 9.3. The EI will coordinate a "walk of the project" with the Contractor and other City representatives and issue the punch list.
- 9.4. When Contractor deems all punch list items are complete, the Contractor shall submit a written request for a final inspection.
- 9.5. When the EI finds all items complete to their satisfaction the EI 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.
  - 9.5.1. The final acceptance letter will include an accurate description of the Work being accepted.

9.5.2. If private property is used the EI shall receive from the Contractor a written release from the property owner accepting the condition of their property.

9.5.3. Once the guarantee and affidavit are received the project will be deemed final.

9.6. **Warranty** – (City of Waco Standard Specifications for Construction, General Provisions, Section 7.7, page 51). The EI will schedule a warranty walk approximately eleven (11) months after project completion. If any issues arise during the warranty period, the EI will send written request to the Contractor to remedy the issue(s).

## 10. SUBMITTALS

10.1. 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. Contractor shall submit all submittals through Projectmates.

10.2. Within 10 working days of the Notice to Proceed, the Contractor shall provide a complete list of submittals for the project. The list shall include all materials and products required on the project (i.e., Item 341 HMAC Type D).

10.3. **Projectmates Instructions:** When uploading submittals to Projectmates, the Contractor shall do so using the following format:

- **Description:** Include a brief description of the submittal contents (i.e., Submittal includes mix design and test reports for Item 341 HMAC Type D.)
- Upon clicking **Add Submittal Items**:
  - Under Category:
    - Do not select anything for Division or Section
    - For Type Number, type 1 for the first submittal, 2 for the resubmittal, etc.
    - For *Description Below*, include the title of the submittal provided in the approved list of submittals (i.e., Item 341 HMAC Type D).
  - Under Submittal Type, select the option that best matches the submittal.
  - Save and close the Add Submittal Items window.
- Leave **Reference #** blank, fill in remaining sections as needed, and click **Save & Finalize**.
- **Resubmittals:** If review of the initial submittal requires a resubmittal, Contractor shall click on the original submittal in Projectmates, click on **Resubmit** at the bottom, and follow the same steps as above.
- Contractor shall note that failure to follow the instructions above may result in rejection of the submittal.

## 11. Drainage

11.1. If it is necessary in the execution of this project to interrupt the natural drainage of the surface, or the flow of artificial drains, the contractor shall provide temporary drainage facilities that shall prevent damage to public or private interests and shall restore the original drainage as soon as the work permits. Any temporary drainage facilities needed for this project shall be subsidiary to existing bid items.

11.2. The Contractor shall be held liable for all damages, which may result from neglect to provide for either natural or artificial drainage, which the Contractor's work may have interrupted.

**12. REINFORCED CONCRETE SLEEPER SLAB (CLASS A-3,000 PSI)**

- 12.1. The Contractor will be responsible for construction of sleeper slab at sta 0+00 and 2+60, meeting grades and typical sections as shown in the plan details and notes. For more information see detailed bid item description on the Schedule of Quantities Sheet.
- 12.2. The Contractor may not place concrete until approval is requested and written approval is received by the Contractor from the Engineer, or designated representative.
- 12.3. Concrete utilized on this project shall be TxDOT Item 432 Riprap Class A Concrete
- 12.4. The Contractor shall provide results and receive approval for the mix prior to construction.

**13. REINFORCED CONCRETE CHANNEL LINING (CLASS A-3,000 PSI)**

- 13.1. The Contractor will be responsible for construction of channel lining, meeting grades and typical section as shown in the plan details and notes. For more information see detailed bid item description on the Schedule of Quantities Sheet.
- 13.2. Prior to construction of concrete channel lining, the top 6" of native material shall be compacted to 95% Standard Proctor density.
- 13.3. The Contractor may not place concrete until approval is requested and written approval is received by the Contractor from the Engineer, or designated representative.
- 13.4. Concrete utilized on this project shall be TxDOT Item 432 Riprap Class A Concrete
- 13.5. The Contractor shall provide results and receive approval and receive approval for the mix prior to construction.

**14. REINFORCED CONCRETE FLUME**

- 14.1. The Contractor will be responsible for construction of concrete flume, meeting grades and typical section as shown in the plan details and notes. For more information see detailed bid item description on the Schedule of Quantities Sheet.
- 14.2. Prior to construction of concrete channel lining, the top 6" of native material shall be compacted to 95% Standard Proctor density.
- 14.3. The Contractor may not place concrete until approval is requested and written approval is received by the Contractor from the Engineer, or designated representative.
- 14.4. Concrete utilized on this project shall be TxDOT Item 432 Riprap Class A Concrete
- 14.5. The Contractor shall provide results and receive approval for the mix prior to construction.
- 14.6. During the construction of the flume the fence will need to be removed/rolled back for construction. The fence shall be replaced at the end of each work day for security purposes. The contractor shall be held liable for all damage to the fence or property.

**15. TXDOT WACO DISTRICT, GENERAL NOTES**

- 15.1. The following TxDOT Waco District General Notes shall be included as part of the contract documents:

ITEM	GENERAL NOTES
<b>162</b>	<p><b>SODDING FOR EROSION CONTROL</b></p> <ul style="list-style-type: none"> <li>a) Block sod (Bermuda grass) will be cynodon dactylon Bermuda grass cut to a minimum depth (thickness) of one (1) inch. The sod will have the following characteristics: (1) uniformity; (2) good color; (3) free of weeds, weed seed, insects, and disease; (4) healthy, virile root system of dense, thickly matted roots throughout the soil of the sod; (5) adequate moisture to prevent drying out by exposure to the air and sun to the extent as to damage sod.</li> <li>b) Contractor will cultivate the area to a depth of 4 inches before placing the sod after the area has been completed to lines and grade as shown on the plans.</li> <li>c) Prior to laying the block sod, blade the area and rake smooth. Refer to the plans and details for areas to receive the sod.</li> </ul>
<b>432</b>	<p><b>RIPRAP</b></p> <ul style="list-style-type: none"> <li>a) Concrete riprap to be Class A Concrete accordance with Item 421, "Hydraulic Cement Concrete."</li> <li>b) Riprap shall be cured in accordance with Item 420, "Concrete Structures."</li> </ul>

# APPENDIX E

## City of Waco

## Specifications

In addition to the attached Specification and/or Drawings, the **“City of Waco Standard Specifications for Construction”** dated January 2013, as revised by Special Provisions listed on the City of Waco website at <https://www.waco-texas.com/Departments/Public-Works/Engineering/Specifications-and-Details> (“City of Waco Standard Specifications”), is incorporated herein by reference for all intents and purposes. If a standard specified in the City of Waco Standard Specifications conflicts with a standard included within an attached specification and/or drawing, the attached specification and/or drawing controls. If the standard is unclear, the Director of Public Works for the City of Waco will determine which standard controls and his determination shall be final.

A copy of City of Waco Standard Specifications 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 <https://www.waco-texas.com/Departments/Public-Works/Engineering/Specifications-and-Details>.



## APPENDIX F

### Texas Department of Transportation Specifications

- Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Adopted by the Texas Department of Transportation, November 1, 2014.

(Link)

- <https://ftp.txdot.gov/pub/txdot-info/cmd/cserve/specs/2014/standard/specbook-2014.pdf>

- Any Texas Department of Transportation Special Provisions to Specifications and Special Specifications referenced in this project and published on their website.

(Link)

- <http://www.dot.state.tx.us/apps-cg/specs/toc.asp?year=4&type=SP&list=sd>

- Any Texas Department of Transportation Special Specifications referenced in this project and published on their website.


(Link)

- <http://www.dot.state.tx.us/apps-cg/specs/toc.asp?year=4&type=SS&list=all>

# APPENDIX G

## Plans

**FLAT CREEK TRIBUTARY  
CHANNEL IMPROVEMENTS(75DR2302A)**





**CITY OF WACO**  
**PUBLIC WORKS DEPARTMENT**  
ENGINEERING DIVISION  
DRAINAGE IMPROVEMENTS


**MAYOR**  
DALLON MEEK

**CITY COUNCIL**  
ANDREA J. BARREFIELD - COUNCIL DIST. 1  
ALICE RODRIGUEZ - COUNCIL DIST. 2  
JOHN BORDENHUIS - COUNCIL DIST. 3  
DAVID HORMER - COUNCIL DIST. 4  
JIM HOLMES - COUNCIL DIST. 5

**CITY MANAGER**  
BRADLEY FORD







**MAY 2023**

*Angela M. Julian*  
PROJECT ENGINEER  
(COMPLETE & CORRECT) 5-19-23  
DATE

*Bradley Ford*  
PUBLIC WORKS DEPARTMENT DIRECTOR  
(APPROVED FOR BIDDING) 5-19-23  
DATE

PLUT DATE: Tuesday, May 16, 2023 8:29:26 AM IN TANNER SPARKS

EngineeringChange Issue:75DR2302A CHANNEL IMPROVEMENTS(75DR2302A) 134413

FLAT CREEK TRIBUTARY-CHANNEL IMPROVEMENTS (75DR2302A)