

Date: **01/18/2019**
RFB No: **2018-074**
Commodity: **Water Utilities Valve Maintenance Project**
Purchasing Agent: **Mr. Tim Cubos**

Closing Time: 2:00 P.M. CST, Wednesday, January 30, 2019
Opening Time: 2:01 P.M. CST, Wednesday, January 30, 2019

RFB Opening Location: Operations Center, Purchasing Services Office, 1415 N. 4th St., Waco, TX
76707

Addendum No: 2

The above-mentioned RFB invitation has been changed in the following manner. **Sign and return addendum to the Purchasing Office by the closing time and date with your RFB response.** Returning this page signed by your authorized agent will serve to acknowledge this change. All other requirements of the invitation remain unchanged. If you have any questions, please call or stop by the Purchasing Office at the above address.

THE FOLLOWING IS BEING ISSUED AS ADDENDUM NO. 2
Please note the following changes

Under Appendix B the following forms were left out from RFB 2018-074, copies are included below

- (10) Sample Contract Form**
- (11) Sample Payment and Performance Bond Requirements**

Firm: _____

Address _____

Signature of Person
Authorized to Sign Bid: _____

Signor's Name and Title
(Print or type): _____

E-mail Address: _____

Date: _____ Telephone: _____ Fax: _____

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 _____, 2018, 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 the **Water Utilities Valve Maintenance Project**, hereinafter called the Project, for the sum of _____ (\$_____) and all extra work in connection therewith, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project in accordance with the 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> ("Standard Specifications"); and
 - c. City of Waco, Texas – Manual of Standard Details revised April 15, 2015, (also referred to as "Standard Plans" in the Standard Specifications), the Special Project Provisions, and the Plans (as defined in the Standard Specifications); and
4. Addenda to the RFB (if any);
5. All documents included in RFB No. 2018-045
6. Contractor's Bid Proposal;
7. Required bonds;
8. Reference Specifications (as defined in the Standard Specifications);
9. Change Directives and Change Orders (as defined in the Standard Specifications);
10. All Modifications issued after the execution of the Agreement; and
11. Any other drawings and printed or written explanatory matter.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the

Project within **150 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 **\$250.00** for each CALENDAR day thereafter as provided in Section 7.8 of the General Provisions of the 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 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: _____
Wiley Stem III, City Manager

APPROVED AS TO FORM & LEGALITY

Jennifer Richie, City Attorney

APPROVED:

(Corporate Seal)

CONTRACTOR

ATTEST/WITNESS:

By: _____

Corporate Secretary or Witness

Title: _____

Address: _____

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

Performance Bond

Bond No. _____

PERFORMANCE BOND

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

STATE OF TEXAS
COUNTY OF McLENNAN

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

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

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

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

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

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

Mailing address: _____

Address of surety company: _____.

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

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

ATTEST:

(Principal) Secretary

Principal - Contractor*

(Corporate Seal)

BY: _____

Witness as to Principal

Title: _____

Address: _____

Address: _____

ATTEST:

(Surety) Secretary

Surety

(Surety Seal)

BY: _____
Attorney-in-Fact

Witness to Surety

Address: _____

Address: _____

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

Bond No. _____

PAYMENT BOND

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

**THE STATE OF TEXAS
COUNTY OF McLENNAN**

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

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

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

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

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

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

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

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

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

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

Mailing address: _____

Address of surety company: _____

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

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

ATTEST:

(Principal) Secretary

(Corporate Seal)

Witness as to Principal

Address: _____

ATTEST:

(Surety) Secretary

(Surety Seal)

Witness to Surety

Address: _____

Principal - Contractor*

BY: _____

Title: _____

Address: _____

Surety

BY: _____

Attorney-in-Fact

Address: _____

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