# City of Waco, Texas

## Request for Bid

## RFB No. 2020-060

## Water Utilities Fire Hydrant Maintenance Project FY 2020-21

**Issue Date: Friday, October 16, 2020**
**Closing Date & Time: Thursday, November 5, 2020 at 2:00 p.m.**
**Opening Date & Time: Thursday, November 5, 2020, at 2:01 p.m.**

RFB Opening Location: Purchasing Services Office, 1415 N. 4th Street, Waco, Texas
**Via Zoom Video Conference & Telecom Dial-In**

For Information Contact: Victor Venegas, Purchasing Services, 254-750-8098

Pre-submittal Meeting Location: **Via Zoom Video Conference & Telecom Dial-In**
Meeting I.D. 701-084-1126
Password: 2FtRCc
Telecom Dial-In: 1-848-220-3300
Conference I.D.: 819-7174
**On Thursday, October 29, 2020 at 10:00 AM**
**Attendance is encouraged**

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063

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# City of Waco, Texas

RFB No. 2020-060

## For Water Utilities Fire Hydrant Maintenance Project FY 2020-21

### 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: victorv@wacotx.gov.**

**Company/Firm**: _____

**Name of Contact Person(s):** _____

**Email(s):** _____

**Telephone:** _____ **Fax:**_____

**Mailing Address:** _____

_____

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco.
Notices and addenda are posted on the City's website and can be accessed at: http://www.waco-texas.com/purchasing-rules.asp.

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

# I. Schedule for Solicitation

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

| | |
|---|---|
| Issuance of the RFB | **Friday, October 16, 2020** |
| Pre-submittal Meeting | **Thursday, October 29, 2020** |
| ***If mandatory include:*** | *Attendance is encouraged.* |
| Deadline for questions in 5:00 p.m. | **Tuesday, November 3, 2020** |
| Bids due by 2:00 p.m. | **Thursday, November 5, 2020** |
| Evaluation of submission & establish ranking | **November, 2020** |

Tentatively, the final selection decision will be made and submitters will be notified of award by **November, 2020**. This schedule is subject to change by the City.

# II. Contact with City of Waco

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

Email: victorv@wacotx.gov Telephone: (254) 750-8098 Fax: (254) 750-8063

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

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

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

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

# III. Definitions

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

(1) "City" means and refers to the City of Waco, Texas.

(2) "Company" or "Firm" means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.

(3) "Bid" or "Submission" refers to a response submitted to an RFB.

(4) "RFB" means and refers to a Request For Bid that will be awarded based on lowest responsible bid or best value to City of Waco.

(5) "Selected submission" means and refers to the submission sent to the City of Waco by the Selected Firm.

(6) "Selected Firm" means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.

(7) "Solicitation" means an RFB issued by the City Waco seeking products or services described in the document.

(8) "Submitter" or "Vendor" or "Bidder" or "Contractor" means a firm that submits a response to a solicitation.

(9) "Contract documents" includes the RFB and all of the Appendices attached to the RFB.

(10) "Day" means a calendar day unless otherwise specifically defined.

## IV. REQUESTED SERVICES/PRODUCTS

**A. Scope of Services / Specifications**

(1) The City of Waco has issued this solicitation for the maintenance service of approximately 2,600 fire hydrants within the noted section of the City of Waco. This is approximately one-fifth (1/5) of the City's inventory of fire hydrants. The service is to include exercising the fire hydrants, conducting pressure tests, greasing the various hydrant parts, and conducting minor hydrant repairs. In addition, the contractor shall immediately report non-working or irregularly operating fire hydrants and hydrant valves to the City of Waco. At this point, said fire hydrants shall be evaluated for repair or replacement and said fire hydrant shall be repaired or replaced according to the City of Waco's instructions. .

(2) Detailed specifications are attached as Appendices.

(3) A digital version of this document can be obtained from the City of Waco website at http://www.waco-texas.com/bids.asp

**B. Terms, Conditions, and Requirements**

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

**C. Duration of Service**

The City of Waco is seeking to have the work that is the subject of this RFB (one-year fire hydrant maintenance service) completed within **365** calendar days from the date of the Notice to Proceed. Time extensions must be approved by the Director of the Water Utilities Department, City Manager, or the City Council, depending on the amount that the project costs changes. If the project is not completed on time (within 365 calendar days) the contractor is subject to being charged liquidated damages, in the amount of $250.00 per day, until project completion. 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.

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

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

(a) Waive any defect, irregularity, or informality in any submittal or procedure;

(b) Extend the solicitation closing time and date;

(c) Reissue this solicitation in a different form or context;

(d) Procure any item by other allowable means;

(e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or

(f) Extend any contract when most advantageous to the City, as set forth in this solicitation.

(g) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

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

### A. Requirements

(1) Qualified vendors should submit **one (1) original and (2) copies** of the Pricing Forms for the services/products sought by this solicitation and complete all of the required forms by the stated deadline.

(2) Pricing Forms and Submission/Bid Security

(a) Pricing Forms.

1. Bids are to be submitted with a response on each item and the total extended. More than one (1) bid may be submitted on items that meet the specifications and the other RFB requirements.

2. Pricing is to be submitted on units of quantity specified on the Pricing Form with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB.

3. All prices included are to be submitted less Federal Excise and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.

(b) Security – Bid Bond.

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 Thursday, November 5, 2020**.

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

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

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

City of Waco Purchasing Services
Attn: Victor Venegas, 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 2020-060, Water Utilities Fire Hydrant Maintenance Project FY 2020-21"**

**Bid Opening: 2:00 p.m.** (Central Time) **on Thursday, November 5, 2020**.

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

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

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

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

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

(1) Submit a written notice of the modification WITHOUT revealing the bid price. The modification should provide the addition, subtraction, or other modifications so that the final prices or terms will not be revealed to the City until the sealed bid is opened.

(2) The written modification may be submitted by electronic transmission (fax or email or personal delivery to Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.

(3) If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the bidder and submitted to a delivery company (UPS, FedEx, etc.) prior to the bid closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within three (3) days after the closing time of the bid, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the vendor who can provide proof of his authority to act for the vendor. The representative will be required to execute a receipt reflecting the

submission is being withdrawn. If a submission is withdrawn before the submission deadline stated herein, the vendor may submit a new sealed bid provided the new bid is received prior to the closing date and time deadline stated on the cover page and in the Schedule for the Solicitation. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

**E. Submission Validity Period**

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

**F. Vendor's Cost to Develop Submission**

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

**G. References**

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

**H. Method of Award and Evaluation of Factors**

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

☒ Lowest responsible bidder

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

(2) Lowest Responsible Bidder:

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

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

(3) Best Value:

(a) In determining best value for the City, the City may consider:

1. the purchase price;

2. the reputation of the bidder and of the bidder's goods or services;

3. the quality of the bidder's goods or services;

4. the extent to which the goods or services meet the municipality's needs;

5. the bidder's past relationship with the municipality;

6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;

7. the total long-term cost to the municipality to acquire the bidder's good or services; and

(b) Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Waco reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

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

## I. 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)

**CITY OF WACO**
**OFFICIAL BID SHEET**
**BID INVITATION NO: RFB 2020-060**
**Water Utilities Fire Hydrant Maintenance Project: FY 2020-21**

DATE: _____

BIDDER:_____

AUTHORIZED
SIGNATURE:_____

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

| **PRICING INFORMATION** | | | | |
|---|---|---|---|---|
| NOTE: Depending on unit prices, requirements and approved budgeted funds, quantities may be reduced or increased during the contract period | | | | |
| **Item No.** | **Description** | **Unit Price (A)** | **No. of Items (B)** | **Total Price (A x B ) = C** |
| **1.0** | **Service Existing Fire Hydrants including exercising the operating nuts & caps, greasing the cap threads, flushing the hydrants, and conducting flow tests.** | | **2,600 Each** | |
| **2.0** | **Prepare Traffic Control Plan** | | **1 Lump Sum** | |
| **3.0** | **Utilization of Traffic Control Plan** | | **2,600 Each** | |
| **4.0** | **Install Fire Hydrant Fixture I.D. tags. (Labor only-the tags and equipment will be provided by the City)** | | **500 Each** | |

| | | | | |
|---|---|---|---|---|
| **5.0** | **Install Fire Hydrant Street Reflectors (Labor only-the reflectors to be provided by the City)** | | **500 Each** | |
| **6.0** | **Replace Missing Water Valve Box Lids** | | **5 Each** | |
| **7.0** | **Paint Existing Fire Hydrants (including cleaning and priming)** | | **2,600 Each** | |
| **8.0** | **Repair Existing Fire Hydrants (Upper re-build kit for Kennedy brand hydrants)** | | **50 Each** | |
| **8.1** | **Repair Existing Fire Hydrants (Lower re-build kit for Kennedy brand hydrants)** | | **50 Each** | |
| **9.0** | **Repair Existing Fire Hydrants (Upper re-build kit for US Pipe brand hydrants)** | | **50 Each** | |
| **9.1** | **Repair Existing Fire Hydrants (Lower re-build kit for US Pipe brand hydrants)** | | **50 Each** | |
| **10.0** | **Repair Existing Fire Hydrants (Upper re-build kit for American Darling brand hydrants)** | | **50 Each** | |
| **10.1** | **Repair Existing Fire Hydrants (Lower re-build kit for American Darling brand hydrants)** | | **50 Each** | |
| **11.0** | **Repair Existing Fire Hydrants (Upper re-build kit for Mueller brand hydrants)** | | **50 Each** | |
| **11.1** | **Repair Existing Fire Hydrants (Lower re-build kit for Mueller brand hydrants)** | | **50 Each** | |
| **12.0** | **Repair Existing Fire Hydrants (Upper re-build kit for Clow brand hydrants)** | | **50 Each** | |
| **12.1** | **Repair Existing Fire Hydrants (Lower re-build kit for Clow brand hydrants)** | | **50 Each** | |
| **13.0** | **Replace Existing Fire Hydrants -Labor Only (to be replaced with Clow or American Darling fire hydrants that are supplied by the City)** | | **50 Each** | |
| | | | | |
| **14.0** | **<u>TOTAL PRICE</u>** | | | **$** |

**Early Payment Terms**:

II. Bidder may offer an early payment discount by filling in the blanks in section b below. City may accept an early payment discount, but in doing so, City does not waive any of its rights under Texas Government Code Section 2251 (Prompt Payment Act).

III. Payment is due thirty (30) DAYS after acceptance of order and receipt of an original invoice, but a _____ percent early payment discount is offered for full payment made within _____(__) DAYS after acceptance of order and receipt of an original invoice.

(1) **COMPLETED FORM MUST BE RETURNED WITH BID**

# APPENDIX B
# Contract Requirements

(1) City of Waco General Terms and Conditions
(2) General Conditions for Construction Work
(3) Insurance & Indemnification Requirements
(4) Wage Rates
(5) Sales Tax Information
(6) Worker's Compensation
(7) HB1295 Information Sheet
(8) HB89Israel Form information
(9) Protest Procedure
(10) Sample Contract Form
(11) Sample Payment and Performance Bond Requirements

## APPENDIX B.(1)

## General Waco Terms and Conditions

(a) **Applicable Law and Venue.** This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.

(b) **Arbitration / Mediation.** The City of Waco will not agree to binding or mandatory arbitration or mediation.

(c) **Conflict of Interest.** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.

(d) **Gratuities.** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.

(e) **Unfunded Liability.** City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City. The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.

(f) **Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.

(g) **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.

(h) **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.

(i) **Limitation of Liability.** The City of Waco will not agree to an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

(j) **Waiver.** No claim or right arising out of a breach of the contract resulting from this solicitation can be discharged in whole or in part by a waiver or renunciation of the

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

(k) **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, that party may request that the other party give written assurance of his intent to perform. In the event that a request is made and no assurance is given within five (5) days, the requesting party may treat this failure as an anticipatory repudiation of the contract.

(l) **Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.

(m) **Advertising.** Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

(n) **Arrears In Taxes.** Article VII. Taxation, Section 8, of the City of Waco Home Rule Charter states: The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.

(o) **Tax Certification; Offset of Other Debts Against City.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this SOLICITATION, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.

(p) **Independent Contractor.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

(q) **No Joint Enterprise/Joint Venture.** It is not the intent of this solicitation or the contract to be awarded to create a joint enterprise or joint venture.

(r) **Subcontracting Bid.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

(s) **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

(t) **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.

(u) **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

(v) **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:

1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

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

# APPENDIX B.(2)
# General Conditions for Construction Work

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

The City Standard Specifications may be obtained by accessing the City of Waco website at www.waco-texas.com and going to Bid Opportunities – Engineering Services. It may also be obtained by contacting the City of Waco Public Works Department at 254-750-5440.

(a) **Permits and Fees:** All permitting fees from the City will be waived on construction projects. The contractor will still need to apply for all applicable permits. However, there will be no cost associated with issuance of City permits.

(b) **Time of Completion and Liquidated Damages:** Completing the work described in this solicitation in a timely manner is very important to the City of Waco. Submitter must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the time stated in the contract documents. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Submitter to perform the service, should Submitter fail to complete the project within the calendar days specified in the contract, Submitter agrees to pay to City, or have withheld from monies due it, the amount stated in the contract documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Submitter shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of a contract for this Project shall constitute agreement by the City and Submitter that said amount is the minimum value of the costs and actual damage caused by the failure of the Submitter to complete the Project within the allotted time. A sum due as liquidated damages may be deducted from payments due the Contractor if such delay occurs. Adjustments to the contract times can only be made as provided in the contract documents and any conditions or specifications referenced therein.

(c) **Conditions of Work:** While the City is issuing a solicitation including specifications, each Submitter is still responsible for examining all of the issued documents, attending any pre-bid conference, making a site visit, and taking whatever steps are necessary to inform itself of the conditions relating to the project and the employment of labor thereon. Each Submitter must inform itself of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the Submitter awarded this contract of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Selected Firm, in carrying out the Project, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

(d) **Employment Conditions/Requirements:** Submitters shall pay particular attention to the required employment conditions that must be observed and the minimum wage rates to be paid. If federal or state funds are involved in paying for the work, there may be additional requirements that must be followed to comply with the terms of the federal or state funding.

(e) **Security for Faithful Performance [Payment and Performance Bonds]:** Simultaneously with his delivery of the executed contract, the Selected Firm shall furnish the required surety bonds as security for faithful performance of this contract (Performance Bond) and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract (Payment Bond), as specified in the documents included herein. For public works contracts, state law requires a Performance Bond if the contract is for an amount in excess of $100,000.00 and a Payment Bond if the contract is for an amount in excess of $50,000.00. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City. The surety who signs contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

(f) **Force Majeure:** In the event performance by the Selected Firm of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Selected Firm shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith. The Selected Firm shall notify the Contact Person or 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.

(g) **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party may demand the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

(h) **Invoice Submittal Procedures:** If invoices are submitted or otherwise used pursuant to the bid awarded under this 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.

(i) **Termination of Contract:** Except as provided elsewhere in the contract documents:

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

# City of Waco Insurance & Indemnification Requirements
# Horizontal Construction (11/02/2016)

## Insurance Requirements:

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

| Type | Amount |
|---|---|
| Workers' Compensation | Statutory |
| Employer's Liability | $1,000,000/$1,000,000/$1,000,000 |
| Comprehensive General Liability<br>Including:<br>• Premises/Operations<br>• Independent Contractors<br>• Products Liability/Completed Operations<br>• Personal & Advertising Injury<br>• Broad form property damage, to include fire legal liability | $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage |
| Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired vehicles | $1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis). |

**Term of Policy**: The required insurance coverage must remain in effect for a two (2) year period following the expiration or completion of the contract with the City.

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

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

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

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

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

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

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to 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 have the agent's original signature, including the signer's company affiliation, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Manager by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4th Street, Waco, Texas 76707. To send by fax or email, please contact the Risk Manager at 254-750-8061 to obtain the fax number or email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

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

Notice of Cancellation, Non-renewal, Material Change. 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. THE CONTRACTOR AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, ITS OFFICERS, OFFICIALS, AND EMPLOYEES.**

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

**Prevailing Wage Rates Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Decision Number: TX190260 01/04/2019 TX260

Superseded General Decision Number: TX20180310

State: Texas

Construction Type: Building

County: McLennan County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/04/2019 |

BOIL0074-003 01/01/2017

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 28.00 | 22.35 |

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ELEC0072-002 06/01/2018

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 26.15 | 3%+$7.74 |

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ENGI0178-005 06/01/2014

| | Rates | Fringes |
|---|---|---|

POWER EQUIPMENT OPERATOR
(1) Tower Crane.....$ 29.00 10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....$ 28.75 10.60
(3) Hydraulic cranes 59 Tons and under.....$ 27.50 10.60

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* IRON0084-011 06/01/2018

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL | $ 23.77 | 7.12 |

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PLUM0286-011 06/04/2018

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER (Excludes HVAC Pipe Installation) | $ 29.50 | 12.82 |

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PLUM0529-002 04/01/2017

| | Rates | Fringes |
|---|---|---|
| Plumber | $ 26.14 | 9.31 |

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SUTX2014-036 07/21/2014

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 18.00 | 0.00 |
| CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation | $ 14.76 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER | $ 13.13 | 0.00 |
| DRYWALL HANGER AND METAL STUD INSTALLER | $ 14.27 | 0.00 |
| GLAZIER | $ 20.00 | 0.00 |
| HVAC MECHANIC (Installation of HVAC Unit Only) | $ 15.00 | 1.56 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation) | $ 19.77 | 7.13 |
| IRONWORKER, REINFORCING | $ 13.35 | 0.00 |
| IRONWORKER, STRUCTURAL | $ 20.50 | 5.15 |
| LABORER: Common or General | $ 11.10 | 0.00 |
| LABORER: Mason Tender - Brick | $ 8.00 | 0.00 |

| | | |
|---|---|---|
| LABORER: Mason Tender - Cement/Concrete | $ 9.93 | 0.00 |
| LABORER: Pipelayer | $ 12.49 | 2.13 |
| LABORER: Roof Tearoff | $ 11.28 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe | $ 13.59 | 1.60 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader | $ 13.93 | 0.00 |
| OPERATOR: Bulldozer | $ 18.29 | 1.31 |
| OPERATOR: Drill | $ 16.22 | 0.34 |
| OPERATOR: Forklift | $ 15.00 | 0.00 |
| OPERATOR: Grader/Blade | $ 14.34 | 1.68 |
| OPERATOR: Loader | $ 14.01 | 0.44 |
| OPERATOR: Mechanic | $ 17.52 | 3.33 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete) | $ 16.03 | 0.00 |
| OPERATOR: Roller | $ 13.11 | 0.00 |
| PAINTER (Brush, Roller, and Spray) | $ 13.00 | 0.00 |
| ROOFER | $ 13.75 | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only) | $ 19.00 | 5.73 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation | $ 14.62 | 0.00 |
| TILE FINISHER | $ 11.22 | 0.00 |
| TILE SETTER | $ 14.74 | 0.00 |
| TRUCK DRIVER: Dump Truck | $ 12.24 | 1.62 |
| TRUCK DRIVER: Flatbed Truck | $ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck | $ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck | $ 12.00 | 4.11 |

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

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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 www.dol.gov/whd/govcontracts.

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)).

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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.

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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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

# TEXAS SALES TAX EXEMPTION INFORMATION

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

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

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

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

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

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

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

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: http://www.window.state.tx.us/taxinfo/sales/
In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:
http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm

Rules related to sales tax in the Texas Administrative Code can be found at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y

# Texas Sales and Use Tax Resale Certificate

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

*(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)*

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

Seller: _____

Street address: _____

City, State, ZIP code: _____

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

_____

_____

_____

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

_____

_____

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

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

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

| sign here ▶ Purchaser | Title | Date |
|---|---|---|
| | | |

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

# Texas Sales and Use Tax Exemption Certification

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

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

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

Seller: _____

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

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

_____

_____

_____

Purchaser claims this exemption for the following reason:

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

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

| sign here ▶ Purchaser | Title | Date |
|---|---|---|
| | | |

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

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

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

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

CITY OF WACO

# Workers' Compensation Coverage Information

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

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

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

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

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

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

(e) In this section:

(1) "Building or construction" includes:

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

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

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

(2) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

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

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

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

**Workers' Compensation Insurance Coverage**

A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# 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

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.

## CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

**State law requires certification 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 certifies 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 certifies 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:** _____

# 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.

SAMPLE

# CONTRACT

**THIS CONTRACT ("the Contract"),** made this _____ day of _____, 2020, 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___, 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 Utilities.
   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. 2020-060
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

SAMPLE

date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project within **365 calendar days, from the date of the Notice to Proceed**. The Contractor further agrees to pay, as liquidated damages, the sum of **$250.00** per working day thereafter as provided in Section 1.1 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: _____
Bradley Ford 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 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

**Performance Bond**

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: _____

_____

_____
Principal - Contractor*

BY:_____

Title: _____

Address: _____

_____

ATTEST:

_____
(Surety) Secretary

(Surety Seal)

_____
Witness to Surety

Address: _____

_____

_____
Surety

BY: _____
Attorney-in-Fact

Address: _____

_____

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

Form 09/22/2016

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: _____

_____

_____
Principal - Contractor*

BY:_____

Title: _____

Address: _____

_____

ATTEST:

_____
(Surety) Secretary

(Surety Seal)

_____
Witness to Surety

Address: _____

_____

_____
Surety

BY: _____
Attorney-in-Fact

Address: _____

_____

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

# APPENDIX C
# Forms to Complete and Return

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

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

**RFB No. 2020-060 issued by City of Waco, Texas**

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

**DECLARATION OF INTENT**

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

☐ 1. to the exact Specifications and the Terms and Conditions of the bid documents.

☐ 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.

or

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

Submitter further acknowledges receipt of the following addenda:

Addendum No_____issued _____

Addendum No_____issued _____

Addendum No_____issued _____

Addendum No_____issued _____

Addendum No_____issued _____

Addendum No_____issued _____

Date : _____

Proposal of (entity name) _____

Signature of Person Authorized
to Sign Submission: _____

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

**PLEASE SIGN AND RETURN WITH BID**

# Business Entity Identification

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

Full Legal Name of Business Entity: _____

Doing Business As (assumed name): _____

Main Contact Person: _____

Registered Office Address: _____

Mailing Address: _____

Business Phone #: _____ Fax #: _____

Email Address: _____

DUNS Number: _____

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

Is entity: ☐ Sole Proprietorship ☐ Corporation ☐ Professional Corporation

☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership

☐ Limited Liability Company ☐ Professional Limited Liability Company

☐ Other _____

Date Business Started: _____ State Where Started: _____

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

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

**Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below.**
**To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.**

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

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

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Form 03/21/2018

# 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 _____

_____ that
(Name of Corporation)

_____ is hereby authorized to execute a contract
(Name)

with the City of Waco to complete/construct_____

_____ .
(Name of Project, Project No.)

_____, Secretary, is authorized to attest the

signature binding the corporation.

_____
Corporate Name

(Corporate Seal) By: _____

Title: _____

ATTEST:

_____
Secretary of Corporation

## CERTIFICATION

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

was adopted by the Board of Directors of _____
(Corporation)

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

_____
(Signature of Secretary)

_____
(Print Name of Secretary)

**If business entity has no document declaring who has authority to execute a contract on behalf of a business entity, this affidavit must be completed.**

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

Name of Business Entity: _____

Which is ☐Corporation ☐Professional Corporation

☐General Partnership ☐Limited Partnership ☐Limited Liability Partnership

☐Limited Liability Company ☐Professional Limited Liability Company

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

Name: _____

Title: _____

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

_____
Signature

_____
Print Name

_____
Print Title

STATE OF _____

COUNTY OF _____

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

(seal)

_____
Notary Public

My Commission Expires:

_____

# 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

**For vendor doing business with local governmental entity**

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

**3** **Name of local government officer about whom the information 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: _____

Revised 12/30/2014

CITY OF WACO

# LITIGATION DISCLOSURE

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

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

**INSTRUCTIONS FOR CERTIFICATION REGARDING**

# Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.

2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

CITY OF WACO

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

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

Project Name: _____

Location: _____

RFB/RFP #: _____

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

**READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION**

(1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

(2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Company

_____
Name and Title of Authorized Representative

_____
Signature Date

# NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF_____ §

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

THE STATE OF _____

COUNTY OF _____

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

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

(Seal) _____
Notary Public Signature

# RESIDENT CERTIFICATION

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

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

Section 2252.001 includes the following definitions:

(1) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

(2) "Governmental entity" means . . . .a municipality, county, public school district, or special-purpose district or authority;

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

COMPANY NAME: _____

Yes, I am a Texas Resident Bidder _____ No, I am not a _____ Resident Bidder

PRINTED NAME: _____

SIGNATURE: _____

E-MAIL ADDRESS: _____

# Texas Public Information Act

## Steps To Assert Information Confidential or Proprietary

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

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

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

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

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

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

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

_____

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

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

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

# APPENDIX D

# Specifications

**General Specifications: Fire Hydrant Maintenance**

1. This project will be conducted under a one year contract with the option to renew for up to four (4) additional years should both parties mutually agree to the additional years.

2. The work shall not interfere with the surrounding water distribution system, including pump stations, water plants, water towers or any of the city water facilities.

3. The work is to be done such that a fire hydrant can be put back in service within one day of the contractor being notified that the fire hydrant is needed.

4. Each fire hydrant not working properly and needing major repair, replacement, or not operational shall have a hydrant ring or sign attached noting that the fire hydrant is "out of service". The city is to be notified immediately once it has been determined that the fire hydrant will be out of service for longer than one (1) day.

5. The City of Waco will provide maps and details about the location of all of the fire hydrants that are a part of this project.

6. The contractor is to provide all the various data from their inspections and repairs in an Excel Spreadsheet, upon completion of the project. This info is above and beyond dashboard information.
7. A traffic control plan will be supplied by the contractor and used as a part of this project. Work cannot begin until the traffic control plan has been reviewed and approved by the City.

8. A work plan and project schedule is to be developed for this project. The work plan and project schedule must be approved by the City before work can begin.

# APPENDIX E

# Technical Specifications

A. **General**

1. ***This is a maintenance project not a construction project. Contractor is to have experience maintaining/repairing fire hydrants. The contractor should have performed at least three fire hydrant maintenance projects over the last 5 years. They should own their own tools and equipment to perform the tasks required in this project. The tasks include upper and lower fire hydrant repairs, flow tests and valve exercising.***

2. The Contractor will ensure that all activities are conducted in a professional manner. At a minimum the contractor will insure all personnel are in an appropriate uniform and personal protective equipment, all field equipment is maintained clean and neat, all trucks are clearly identified with the contractor's name and logo with a permanent sticker or paint job, and contact phone number and maintains written procedures for field operations and information management processes.

3. Upon project completion, the following items are to be included in the final report and will be presented to the City of Waco in spreadsheet format (MS Excel);

    a. Location/address of the fire hydrants exercised

    b. Flow data and pressure data for the fire hydrants exercised

    c. A list of recommended hydrant repairs

    d. A list of repairs made on the fire hydrants

    e. A list of fire hydrants in which fixture number tags were attached

    f. Fire hydrant fixture number

    g. The fire hydrant make, model, and manufacturer's date

4. Contractor is to establish a traffic control plan for the work to be done in the roadways on the fire hydrants and valves. The plan is to allow traffic to move smoothly around the each work site with as little interruption as possible. The plan is to meet all local, state and federal regulations

5. The items in the above paragraph are to be provided monthly so the City can make periodic checks on the work being performed.

6. The height of the fire hydrant is to be checked and evaluated against the location of the fire hydrant bury line. The report is to note any fire hydrant not buried to the correct depth.

7. Hydrant maintenance shall be performed in accordance with the American Water Works Association (AWWA) manual M-17 and also in accordance with the manufacturer's specifications.
8. Check the fire hydrants to make sure that they are visible from the roadways and are clear of any landscaping, plant growth, or other obstructions that could impair locating the hydrant or interfere with its use. Minor obstructions such as weed growth or wild plant growth should be trimmed to within 5-feet provide clear access to the hydrant.
9. Obstructions of fire hydrants (within 5-feet) caused by utilities, landscaping, poles, fences, structures, or ornamental plant growth shall be noted and reported to the City of Waco.
10. Minor build-upon of dirt/sand, which provides insufficient ground clearance, may be removed with a shovel. Excessive build-up, or improperly installed hydrants shall be reported to the City of Waco.
11. **Any fire hydrant that, for any reason, must be removed from service for more than one (1) day shall be reported immediately to the City of Waco project manager, by email at the end of every day. Whenever such a hydrant is returned to service it shall undergo the same maintenance and testing procedure as outlined herein.**
12. Flow tests shall be conducted on each fire hydrant individually. At a minimum the following details shall be provided for each flow test and included in the final report/Excel spreadsheet.
    a. The fire hydrant fixture tag number
    b. Fire hydrant nozzle size used for each test.
    c. **Static Pressure (Any incidents of static pressure below 20 psi will be brought to the attention of the City immediately).**
    d. Flow rate in gallons per minute (gpm).
    e. The hydrant address and location.
    f. An estimate of the water used during the operation of each fire hydrant.
    g. The date tested and the technician's name who will be operating the fire hydrant.
13. Ensure that all caps are in place. If they are missing, they are to be replaced. These will be provided by the City.
14. Fire hydrant flushing water shall not impede traffic and must be directed away from structures. Hoses and deflection tubes are to be utilized, as required, to keep pedestrians, underground utility vaults, and private property dry. Water in the street is to be limited to the gutter line.
15. After the fire hydrant has been flowed, the contractor will verify that the hydrant is seated and is draining properly.

16. Verify chains are removed, that all caps spin freely, the operating nut is not damaged or rounded off, and list any missing parts that affect the appearance or operation of the hydrant.
17. Hydrants must be operated using fire hydrant wrenches only. All equipment required to flush, and test hydrants shall be provided by the selected Contractor.
18. The fire hydrant maintenance and repair procedures must follow the procedures outlined in the AWWA M-17 manual.
19. The contractor is to de-chlorinate all water flushed from the fire hydrants. This is to be done in accordance with local, state and federal environmental guidelines.
20. The contractor will install fire hydrant locator reflector buttons on the pavement adjacent to all fire hydrants without said buttons. The buttons will be supplied by the City.
21. The contractor is to blow out the weep holes of the fire hydrants.

B. **Fire Hydrants -Specific Work Procedures**

1. The City will provide the successful contractor with copies of the City's most current water distribution maps for the project area and GIS information. The contractor will locate all fire hydrants using the following guidelines.

    a. The contractor will search for all fire hydrants visually using the City of Waco water maps, and GIS information.

    b. If a fire hydrant cannot be located after searching for fifteen minutes, the fire hydrant will be labeled "cannot locate" and documented

2. Upon locating the fire hydrants, they are to be exercised, and all the work and information previously noted are to be placed in the monthly progress reports and the final report. Including minor repairs.

3. Each fire hydrant has been given a unique fixture number by the City of Waco's GIS. This unique fixture number is to be used to reference the hydrants. Each fire hydrant fixture number is stamped on a tag that is attached to each fire hydrant. However some of the tags are missing. The contractor will attach new fixture number tags to each hydrants without one. The tags must be stamped with the fixture number before attaching them to the fire hydrant. The City will provide the tags and the stamping equipment.

4. The Contractor will complete minor repairs as they are encountered. The minor repairs will be limited to:

    a. Removal of vegetation from around fire hydrants

    b. Removing fire hydrant chains

c. Replacing fire hydrant caps

d. Fire hydrant repairs that can be done with standard fire hydrant repair kits.

e. Lubricate the threads of the hydrants with food grade oil or grease

5. If gaskets are needed for the repair of a fire hydrant, they will be supplied by the City of Waco.

6. The City of Waco's Fire Hydrants are painted Forrest Green and Yellow. The contractor is to paint all the fire hydrants exercised as a part of this project. First, the hydrants are to be cleaned with a wire brush, all bare metal and rusted areas primed with the proper primer, then painted the same existing green and yellow color scheme. An industrial urethane alkaloid enamel paint is to be used. The paint is to be submitted to the City for approval before the work start.

7. **Any fire hydrant that is not painted green and yellow is not a City of Waco fire hydrant. These hydrants are considered private and should not be exercised or worked on. The City will not pay for work performed on hydrants that are not owned by the City of Waco.**

8. Upon project completion, in addition to the final report, the contractor will provide a list of fire hydrants needing major repairs (upper and lower sections) or replacement. Upon review of said list, the City will instruct the contractor which of said fire hydrant will be repaired and replaced.

9. With the current technologies, many companies use dashboards to display and utilize their data. If the winning contractor uses a dashboard for this project, the City will retain access to the dashboard for one year regardless of the short length of time it takes the contractor to complete the project. The list of fire hydrants needing repair is to have very specific details of what repairs are needed. The details is to include fire hydrant fixture ID #, manufacture, repair costs, parts required, and whether replacement is a better option to replacement.

# Frequently Asked Questions

**Clarifications & Questions and Answers from the pre-bid meeting and thereafter:**

1. **Are Bid Bonds required for this project?**
   No.
2. **Are performance and payment bonds required for this project?** Performance and Payment Bonds are only required of the contractor who is awarded the project.
3. **Are aftermarket fire hydrants or fire hydrant parts allowed for this project?** No. Only original manufacturer's parts will be allowed on this project.
4. **Does the City only want domestically manufactured parts used on this project?** No. Only original manufacturer's parts will be used on this project, regardless of the place of manufacturing.
5. **Are chains on the fire hydrants to be removed?** Yes.
6. **Is the City supplying the reflectors to be installed?** The City will be supplying the reflectors and the adhesive needed to install the reflectors.
7. **What type of adhesive is to be used to install the reflectors? Epoxy or tape?** The adhesive used will be either epoxy or tape whichever comes with our package of reflectors.
8. **Is a Professional Engineer stamped traffic control plan to be supplied for this project?** No.
9. **Can subcontractors be used on this project?** No subcontracting out any work for this project.
10. **What type of warranty is expected of the contractor for the fire hydrant and valve repairs?** The warranty for this project will be as follows: (1) Parts: Manufacturer's Warranty for replaced fire hydrants and parts (one year minimum). (2) Labor: 60 Day Warranty on labor for fire hydrant repairs.
11. **Should missing oil just be replaced in the fire hydrants?** Yes. The contractor is to first determine the cause of the missing oil, make the appropriate repair, then replace the missing oil. The oil is to be food grade.
12. **If the city is not supplying all hydrant parts, are aftermarket parts acceptable?** The City will not be supplying hydrant parts. No aftermarket parts will be allowed on this project.

13. **Does prevailing wage apply to this work? If it does, which job title/rate should we use?** Please see the wage rates in the RFB.

14. **Does the City have GIS layers for the valves and hydrants? Will the winning contractor get access to these?** Yes, the City has GIS Layers for valves and fire hydrants. The winning bidder will have access to this information.

15. **Is the city going to specify Model Numbers and Manufacture Dates for the hydrants that need repairing? Materials suppliers are telling us they cannot quote materials without this information.** The City cannot provide this info about the hydrants needing repair, because we will not know which hydrant needs repair until after the contractor's inspection.

16. **How is landscaping addressed?** Any time landscaping either interferes with the contractor's fire hydrant maintenance activities or is within the 5-foot fire hydrant clearance, the contractor is to contact the City representative so he may contact the landowner before work is performed.