



City of Helotes

Competitive Sealed Bid

Bid Reference Number: CSB 24-04

Project Title: Old FM 1560 Drainage Improvement

Bid Closing Date: 10:00 A.M.(CST), Wednesday, August 7, 2024

Original and one (1) copy and one media source required.

No bids submitted after the above deadline will be accepted.

Contact: City of Helotes Public Works Department at
Cvullo@helotes-tx.gov or 210-695-5909.

TABLE OF CONTENTS

Table of Contents.....	Pages 1 & 2
Invitation to Bid	
(1) Introduction	Page 3
(2) Contact Information.....	Page 4
(3) General Information	Page 4
(4) ITB Withdrawals and / or Amendments.....	Page 4
(5) Estimated Quantities.....	Page 4
(6) Bid Submittal Requirements	Page 4
(7) Bid Evaluation and Contract Award.....	Page 6
(8) Declaration of Policy	Page 8
Appendix A – Bid	
(-) Label Format for Submittal Packet’s Sealed Envelope	Page 9
I. Required Bid Information:	
(1) Proposed Products and / or Services.....	Page 10
(2) Cost of Proposed Products and Services.....	Page 10
(3) Bidder’s Experience / Staff.....	Page 11
(4) References	Page 11
(5) Trade Secrets and / or Confidential Information.....	Page 12
(6) Federal, State and / or Local Identification Information	Page 12
(7) Cooperative Governmental Purchasing Notice.....	Page 12
(8) Term of Contract and Option to Extend.....	Page 13
(9) Emergency Business Services Contact Notice	Page 13
II. Contract Terms and Conditions:	
(1) Delivery of Products and Services.....	Page 14
(2) Miscellaneous.....	Page 15
(3) Financial Responsibility Provisions	Page 16
Appendix B – Conflict of Interest Form	Page 19
Appendix C – House Bill 89 Verification Form.....	Page 21
Appendix D – Nepotism Statement.....	Page 22
Appendix E – Non-Collusion Statement	Page 23
Appendix F – Document 000435	Page 24
Appendix G – No Intent to Submit Form.....	Page 25

Appendix H – Scope of Services

(1) Project Title..... Page 26

(2) Scope of Services Contact..... Page 26

(3) Special Conditions Page 26

(4) Bid Evaluation Factors Page 27

(5) Brand Manufacturer Reference Page 27

(6) Key Events Schedule Page 27

(7) Scope of Services & Pricing Form..... Page 28

Helotes, Texas Invitation to Bid

I. Introduction

- A. Project Overview: The City of Helotes is requesting Bids with the intent of awarding a contract for the purchase of goods and services for the Old FM 1560 Drainage project as specified in Appendix H – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. CSB Clarifications: All questions related to the requirements or processes of this CSB should be submitted in writing to the Public Works Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix H – Scope of Services.
 - iii. Replies: Responses to inquiries that directly affect an interpretation or effect a change to this CSB will be issued in writing by addendum and posted to the City website. Before the submittal deadline, all such addenda issued by City shall be considered part of the CSB. Any reply shall not bind the City to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document, or the submittal will be marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this CSB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City or submits an application, response to a request for proposals or bids, correspondence, or other writing-related to any potential agreement with the City. If no conflict exists, the offeror must mark the form Not Applicable or NA submit with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. **Contact Information**

Mailing Address: City of Helotes, P.O Box 507, Helotes, TX 78023

Physical Address: City of Helotes, 12951 Bandera Rd., Helotes, TX 78023

Email Address: Cvullo@helotes-tx.gov

3. **General Information**

- A. **Tax-Exempt Status:** City is a political subdivision of the State of Texas and purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. The City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of CSB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Helotes is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Helotes is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.
- E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; the vendor is required to complete Appendix C (certifying that the company does not Boycott Israel) in the solicitation document if the company has greater than ten employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.

4. **ITB Withdrawals and/or Amendments**

- A. **ITB Withdrawal:** The City reserves the right to withdraw this CSB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this CSB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2 above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date, and time on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive. All bids shall include one (1) original, one (1) copy and one (1) electronic copy on flash drive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety, signed in the appropriate places by an authorized company representative with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or the bid will be marked "Non-responsive." Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the bid's title and page 10 (ten) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted, and no late bids will be accepted. **Fax, email and electronic transmittals will not be accepted.**
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. Bidders assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date WILL NOT substitute for actual submittal receipt by the City. A Proposer's failure to submit its response prior to the deadline will cause the submittal to be rejected and returned unopened. Late submittals will not be opened or accepted for evaluation.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended, or withdrawn by the Bidder after the submittal deadline.
- F. Questions and Responses: Questions regarding bids must be addressed to the Public Works Department at Cvullo@helotes-tx.gov. The subject line must read "**CSB 24-04 Old FM 1560 Drainage Improvement**". The question deadline will be addressed in Appendix H-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Public Works Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- G. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix H-Scope of Services.

- H. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services outlined in the Scope of Services at a price (s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline or until a contract has been awarded by the City.

7. **Bid Evaluation and Contract Award**

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process, the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Helotes shall be grounds for disqualification.** Vendors shall not contact any City of Helotes personnel during the Bid process without express permission from the City Administrator.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Helotes's Public Works Department. All presentations and/or meetings between the City of Helotes and the vendor relating to this bid shall be coordinated by the City of Helotes Public Works Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. The City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. **The City Council shall be the sole judge in determining the award.** Per Texas Local Government Code § 252.043(b), the factors to be considered are:
- i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity, or non-compliance by the Bidder with specifications, instructions, and all conditions shall be construed in favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix H – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Addenda or Addendum: If it becomes necessary to revise any part of this Solicitation, prior to the due date and time, a written Addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such representation, clarification or change is provided to Bidders in written Addendum form from the City. It shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time and failure of any Bidder to receive any such Addenda or interpretation shall not relieve such Bidder from any obligation under his proposal as submitted. All Addenda so issued shall become part of the Contract Documents. Bidder shall acknowledge receipt of each addendum with signature and date and return with completed proposal.
- H. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices submitted in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- I. No Commitment: The Invitation to Bid does not commit the City of Helotes to award any costs or pay any fees, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- J. Acceptance: Upon acceptance and approval by the City Council, or their designee, this Solicitation, the Contract, and all required forms shall constitute the Agreement between the City and the Bidder. City reserves the right to reject any and all competitive sealed proposals, to waive any and all formalities and immaterial irregularities, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional competitive sealed proposals. Also, City reserves the right to reject the proposal of any Bidder if City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the proposal is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

Bidders may be disqualified and rejection of competitive sealed proposals may be recommended to the City for (but not limited to) any of the following causes: 1) failure to use the proposal forms furnished by the City; 2) lack of signature by an authorized representative on all required forms; 3) failure to properly complete the proposal forms; 4) evidence of collusion among Bidders; 5) failure to provide required proposal security; 6) unauthorized alteration of forms provided; 7) lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) unsatisfactory past performance; 9) failure to complete past projects; or 10) non-compliance with any provisions contained herein. Exceptions or conditional qualifications by the Bidder to the Plans, Technical Specifications, Contract Documents, or other pre-bid documents will not be permitted at the time of submitting the proposal to the City, and any exceptions or conditional qualifications taken by City, will automatically deem the proposal conditional and non-responsive and subject to City rejection.

- K. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Helotes's City Administrator within three working days after such aggrieved person knows of, or should have known of, the facts giving rise thereto. If the protest is not resolved by mutual agreement, The City Administrator will promptly issue a decision in writing to the protesting party.
- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address, and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of a request for proposals, the City of Helotes City Administrator shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Helotes's Mayor has the authority to render the final determination regarding the protest. Any determination rendered by the City of Helotes's Mayor will be final.
- L. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, the single contractor may request a detailed cost proposal. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- M. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. The contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- N. Appropriation of Funds: The City of Helotes has established an appropriation (allocation) of funds for this project if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- O. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Helotes for cause:
- i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its

obligations or duties under the contract to another without the written consent of the City.

- v) If one or more of the events identified in Subparagraphs O i) through iv) occurs, the City of Helotes may terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such a case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Helotes, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- P. Terminate for Convenience: This contract may be canceled or terminated at any time by giving the vendor thirty (30) days written notice. The vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

Appendix A – Bid Document

Submittal Checklist: (To determine the validity of bid)

Appendix A (pages 9 through 18) must be included in the bid submittal.

Appendix B – F (pages 20 through 25) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices and agreeing to their terms:

- | | |
|--|--|
| <input type="checkbox"/> Appendix B – Conflict of Interest
<input type="checkbox"/> Appendix C – House Bill 89 Verification
<input type="checkbox"/> Appendix D – Nepotism Statement | <input type="checkbox"/> Appendix E – Non-Collusion Statement
<input type="checkbox"/> Appendix F – Certification Regarding Debarment |
|--|--|

Appendix H (pages 26 through 29) must be included in the bid submittal.

All bids submitted to the City of Helotes shall include this page with the submitted Bid.			
CSB Number:	24-04		
Project Title:	Old FM 1560 Drainage Improvement		
Submittal Deadline:	Wednesday, August 7, 2024 @ 10:00 a.m. CST		
Submit in person: City of Helotes, 1295 I Bandera Rd., , Helotes, Texas 78023 or by mail: City of Helotes, PO Box 507, Helotes, Texas 78023			
<u>Bidder Information:</u>			
Bidder's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Bidder Authorization</u>			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: _____			
Signature of Authorized Representative: _____			
Signed this _____ (day) of _____ (month), _____ (year)			

Appendix A – Bid Document (continued)

I. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

I. Proposed Products and/or Services

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix H. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the CSB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Helotes must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Helotes.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Bidder’s Experience / Staff

- A. Project Team: Identify all members of the Bidder’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder’s business has been established and operating. If Bidder’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years’ experience the business has: _____; and the number of employees:_____.
- D. Project Related Experience: All Bids must include detailed information that details the Bidder’s experience and expertise in providing the requested services that demonstrates the Bidder’s ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Helotes, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid_(does)_(does not) contain tradesecrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legalprotection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number:_____.
- B. Prime contractor HUB / MWBE registration number:_____.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder’s Social Security Number: # _____ - _____ - _____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): _____.
- E. All vendors contracting with the City of Helotes may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this CSB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity’s debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase purchase.

No, Only the City can purchase.

8. Term of Contract and Option to Extend: Any contract resulting from this CSB shall be effective until work has been completed to the satisfaction of the City of Helotes. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: This section left intentionally blank.
- B. Escalation Clause: This section left intentionally blank.
- C. Price Increases Upon Extension: This section left intentionally blank.

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Helotes to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to citysec@Helotes-tx.gov.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business if any. In general, orders will be placed using a City of Helotes procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

I. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Helotes Attention: Accounts Payable, PO Box 507, Helotes, Texas 78023 or email: accountspayable@Helotes-tx.gov.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of the City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either

Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this CSB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or CSB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The Mayor and/or City Administrator is the only person authorized to execute contracts on behalf of the City. All signature pages must include “approved as to form” and be signed by the City Attorney before the Mayor and/or City Administrator will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Helotes. Only the Mayor and/or City Administrator may enter into a contract on behalf of the City of Helotes as authorized by City Council. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City’s Legal Department prior to being signed by the Mayor and/or City Administrator, (City’s authorized representative).
- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- K. Wage Rates: In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project. If, however, Federal funds are used specified wage decisions will be listed as part of the overall bid document.

3. **Financial Responsibility Provisions**

- A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix H) as City may require, naming the City of Helotes as the additional insured:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. Indemnification: In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Helotes, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

- C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve-month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve-month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases, and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Administrator;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Helotes who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500, or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. **The Finance Department is required by law to post the statements on the City's website.**

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE
USE
ONLY**

Date
Received

1. Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

 Signature of person doing business with the governmental entity

 Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, _____ (Person name), the undersigned representative of (Company or

Business Name) _____ (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Helotes, Texas.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE CITY ADMINISTRATOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Helotes by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Helotes

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Helotes

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Helotes.

_____ The officers of the company submitting this bid are related by blood or marriage to the following official(s) or employee(s) of the City of Helotes.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix E – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR _____

ADDRESS _____

PHONE _____

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID _____

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

**Appendix F – Document 00435
The City of Helotes, Texas**

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix G – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Helotes
PO Box 507
Helotes, Texas 78023

City of Helotes
12951 Bandera Rd.
Helotes, Texas 78023

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Helotes | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: citysec@Helotes-tx.gov.



Appendix H – Scope of Services

1. Project Title: Bid 24-04 Old FM 1560 Drainage Improvement

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Public Works Department**, E-mail: Cvullo@helotes-tx.gov

3. Special Conditions

Project duration to final completion: 90 days.

Project budget: \$ TBD

A bid bond of 5% of the total amount proposed is required for this project. Performance and Payment Bonds are required at the time the contract is executed by the awarded vendor.

All copies, including media source, must be the same as the original proposal and include all documents, including correct pricing. Pricing on copies must be the same as the original proposal document, including the document on the media source. Failure to include the above may result in the disqualification of the submittal.

Proposals must be submitted in the following order: (bound copies should be spiral, comb, or binder clipped)

- A. Pricing
- B. Bid Bond
- C. Required Documents – Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix E, and Acknowledgement of Addenda
- D. References
- E. Timeline/Project Schedule
- F. Statement of Bidders' Qualifications
- G. Financial Statements

Failure to follow the above order may result in the disqualification of the submittal.

4. Bid Evaluation Factors

Factor
Price
Vendor Past Performance
Meets Specifications

5. Brand Manufacturer Reference

The City has determined that any manufacturer’s brand defined in the Scope of Services meets the City’s product and support need. The manufacturer’s reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer’s brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City’s product and support needs.

6. Key Events Schedule

Bid Release Date	July 3, 2024
Pre-Bid Conference Date	July 17, 2024 @ 10:00 a.m. CST
Deadline for Submittal of Written Questions	July 31, 2024 @ 2:00 p.m. CST Sealed
Bids Due to and Opened by City	August 7, 2024 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	August 7, 2024
Anticipated Award Date	August 22, 2024

7. Scope of Services – Old FM 1560 Drainage Improvement

It is the intent of the City of Helotes to award a contract for the Old FM 1560 Drainage Improvement.

Location: See attached, Old FM 1560 Area and Pavement Marking Map

Contractor Requirements: See attached, Old FM 1560 Drainage Improvement Contract.

Technical Specifications,

- **Mobilization:** TxDOT Specification Item 500
- **Barricades, Signs, and Traffic Handling:** TxDOT Specification Item 502
- **Remove Concrete:** TxDOT Specification Item 104
- **Remove Base & Asphalt Pavement:** TxDOT Item 105
- **Concrete Pavement:** TxDOT Specification 360
- **Flexible base:** TxDOT Specification 247
- **Pavement Markings:** Meets PART 3. MARKINGS of the MUTCD

Project completion and billing deadline – Friday, October 3, 2024

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Mobilization: TxDOT Specification Item 500		
2	1	Barricades, Signs, and Traffic Handling: TxDOT Specification Item 502		
3	As Needed SY	Remove Concrete: TxDOT Specification Item 104		
4	As Needed SY	Remove Base & Asphalt Pavement: TxDOT Item 105		
5	570 SY	Concrete Pavement: TxDOT Specification 360		
6	570 SY	Flexible base: TxDOT Specification 247		
7	1,200 LF	Pavement Markings: Meets PART 3. MARKINGS of the MUTCD		
		TOTAL ALL LINE ITEMS		

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): _____ Date: _____

Authorized Representative (signature): _____ Title: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____
Bidder (Legal Name of Firm): _____
Date Organized: _____
Name of Owner(s): _____
Address : _____

Date Incorporated _____
Federal ID Number: _____
Number of Years in contracting business under present name _____
List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
_____	_____	_____
_____	_____	_____

Major equipment available for **this** contract: _____

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.))

Are you a Section 3 business? (see below) Yes No
Section 3 Business Concerns:

a) Businesses that are 51 percent or more owned by Section 3 residents;

- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Bank References

Address: _____ Contact Name: _____

City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20_____.

Signature

Printed Name and Title

Company Name

Notary Statement:

_____ being duly sworn, says that he/she is the _____ Position/Title
_____ of _____ (Firm Name), and hereby swears that the answers to the foregoing
questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person,
firm, or corporation to furnish any information requested City/County of _____ in verification of the
recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

Signature

Printed Name

My Commission Expires: _____,

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____(Name of Contractor) _____ (Address of Contractor) a

____ (Corporation, Partnership and or Individual) hereinafter called Principal, and

____ (Name of Surety)

____ (Address of Surety)

a corporation of the State of _____, and a surety authorized by law to do business in the State of Texas, hereinafter called Surety, are held and firmly bound unto

City of Helotes, Texas
(Name of Obligee)
12951 Bandera Rd., Helotes, Texas 78023
(Address of Obligee)

herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, 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.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Helotes, Texas, a proposal for furnishing materials, labor, and equipment for:

Xx

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Helotes, Texas, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Helotes, Texas, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Helotes, Texas, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, 28 | Page immediately pay to the City of Helotes, Texas, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of Chapter 2253 of the Texas Government Code Annotated, as Amended, including, but not limited to, Section 2253.021 to Section 2253.027, et. seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 2024

ATTEST:

(Principal Secretary)

(Principal)

(SEAL) _____

BY: _____

(Witness to Principal)

(Address)___

(Address)

(Surety)

ATTEST

(Attorney-in-Fact)

BY: _____
(Attorney-in-Fact) and Resident Agent

(Seal) _____
(Address)

(Witness as to Surety)

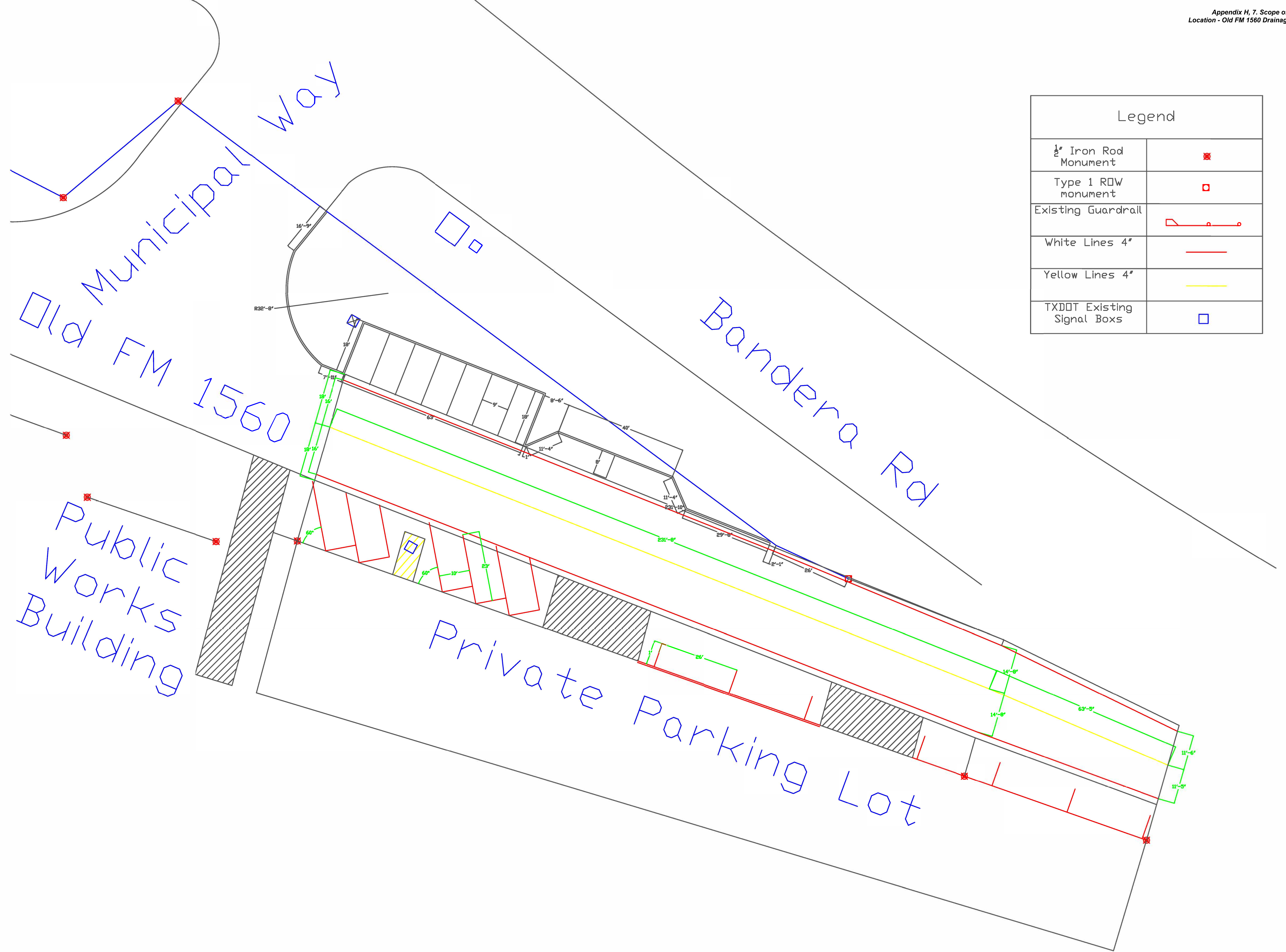
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

Appendix H, 7. Scope of Services
Location - Old FM 1560 Drainage Improv.



Project Area



Legend	
1/2" Iron Rod Monument	
Type 1 ROW monument	
Existing Guardrail	
White Lines 4"	
Yellow Lines 4"	
TXDOT Existing Signal Boxes	

**STANDARD AGREEMENT
BETWEEN CITY AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ by and between the **CITY of Helotes**, a political subdivision of the State of Texas, 12951 Bandera Road, Helotes, Texas 78023 (hereinafter called “CITY”) and _____ (hereinafter called “CONTRACTOR”).

CITY and CONTRACTOR, in consideration of the mutual covenants herein after set forth, agree as follows:

Article 1. WORK:

CONTRACTOR shall complete all work, as specified in this document, including the General Conditions and Technical Specifications. The work is generally described as follows:

“The City of Helotes 2024 Street Improvements, Old FM 1560 Drainage Improvement”

- Street Work
- Approx.570 SY. Of improvement to Old FM 1560, the project will start from the intersection of Old FM1560 and Helotes City Hall and continue 320 feet to the west along Old FM1650 Right of Way.

1	1	Barricades, Signs, and Traffic Handling	TxDOT Item 502
570	SY	6” Concrete Pavement	TxDOT Item 360
570	SY	4” Road Base	TxDOT Item 247
As Needed	SY	Remove Base & Asphalt Pavement	TxDOT Item 105
As Needed	SY	Remove Concrete	TxDOT Item 104
1,200 Approx.	LF	Street Marking	PART 3. MARKINGS “MUTCD”

Article 2. DESIGN:

See attached Old FM 1560 Area and Pavement Marking Map. The map is only an example of the goal of this project. Real-world conditions may require alterations to any part of the project.

Article 3. CONTRACT TIME:

CONTRACTOR shall submit a proposed sequence and schedule of work segments with estimated dates of start/finish of each segment to determine total contract time. The work shall be fully completed and ready for final payment within three (3) months from the date of the Notice to Proceed.

Article 4. CONTRACT PRICE:

CITY shall pay CONTRACTOR for completion of the work based upon job measured square footage in accordance with this contract, including the General Conditions and Technical Specifications, and this Agreement as follows:

CONTRACTORs Base Bid dated the ____ day of _____ in the total amount of \$_____. This agreed price shall not exceed the price unless approved in writing by CITY and CONTRACTOR.

Article 5. PAYMENT PROCEDURES:

CONTRACTOR shall submit Invoices for Payment to the CITY upon completion of work, and the CITY shall, upon acceptance of the work, pay the CONTRACTOR the Contract Unit Price based upon job measured quantities and in accordance with the General Conditions and Technical Specifications. Partial payments for any bid item will not be considered.

Article 6. CONTRACTOR'S REPRESENTATIONS CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized itself with the nature and extent of this contract, Agreement, work, segment limits, CITY, and all other local conditions, laws, and regulations that, in any manner, may affect the cost, progress, performance, or furnishing of the work. CONTRACTOR agrees to comply with all applicable federal and state laws, statutes, codes, and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal government authority having or asserting jurisdiction.

6.2 CONTRACTOR has or will obtain and carefully study all examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface and physical conditions at or contiguous to the site(s) that may affect the cost, progress, performance, or furnishing of the work. CONTRACTOR certifies that, upon examination, no additional examinations, investigations, explorations, tests, reports, studies, similar information, or data will be required by CONTRACTOR.

6.3 CONTRACTOR assumes responsibility for the accurate location of all underground facilities within Project limits, if any. No examinations, investigations, explorations, tests,

reports, studies, or similar information or data with respect to underground facilities will be furnished to CONTRACTOR by CITY.

6.4 CONTRACTOR has given CITY written notice, if applicable, of all conflicts, errors, or discrepancies that it has discovered in the bid documents or this Agreement, and CITY's written response(s) thereof is/are acceptable to CONTRACTOR.

6.5 COOPERATIVE GOVERNMENTAL PURCHASING NOTICE

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this CSB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase No, Only the City can

Article 7. CONTRACT DOCUMENTS:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the work. Contract Documents consist of the following:

7.1 Bid document titled: CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS FOR THE CITY OF HELOTES Old FM 1560 DRAINAGE IMPROVEMENT, including:

- Instructions to CONTRACTOR
- Standard Agreement Between CITY and CONTRACTOR
- General Conditions
- Technical Specifications
- Addenda, if applicable.

7.2 Notice of Award.

7.3 Notice to Proceed.

There are no Contract Documents other than those listed in Article 7. Contract Documents may only be amended, as provided for in the General Conditions.

Article 8. MISCELLANEOUS

**Appendix H, 7. Scope of Services
Contractor Requirements - Old FM 1560 Drainage Improv.**

8.1. Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

8.2 Notices. Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified, Registered Mail, Return Receipt Requested, or other commercially accepted means. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address specified in the Contractor's proposal or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Helotes, 12951 Bandera Rd., Helotes, Texas 78023 and marked to the attention of the City Administrator.

8.3 CITY and CONTRACTOR each binds themselves and their partners, successors, assigns, and legal representatives to the other party with respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Force Majeure. In the event that the CITY or CONTRACTOR shall be prevented from completing the performance of its obligations under this Contract by an Act of God, or other occurrences whatsoever, which is beyond the control of the CITY or CONTRACTOR, and the CITY or CONTRACTOR have taken reasonable measures to remove or mitigate such force majeure, then the CITY or CONTRACTOR may be excused from any further performance of their respective obligations and undertakings, or said obligations and undertakings shall be reasonably and mutually modified by the parties.

GENERAL CONDITIONS

The project to be completed, pursuant to this Agreement, is subject to all applicable Federal, State, and Local laws and regulations.

I. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

A. The term "Agreement" means the contract executed between CITY of Helotes, a political subdivision of the State of Texas hereinafter called "CITY", and _____, hereinafter called "CONTRACTOR", of which these GENERAL CONDITIONS form a part.

B. The term "Project Area" or "Project Segment" means the area within which the improvements contemplated by the Agreement are to be completed in whole or in part.

II. PROJECT MEETING(S)

Prior to starting work, CONTRACTOR shall attend a pre-construction conference with the CITY to review schedules, to establish procedures for processing applications for payment, and to establish a working understanding between CITY and CONTRACTOR. Other meetings will be scheduled during the work, if necessary.

III. SUPERVISION BY CONTRACTOR

A. Except where CONTRACTOR is an individual and provides his/her personal supervision to the work, CONTRACTOR shall provide a competent superintendent, satisfactory to CITY, to supervise the work at all times during working hours with full authority to act for CONTRACTOR. CONTRACTOR shall also provide an adequate staff for the proper coordination and expediting of the work.

B. CONTRACTOR shall lay out its own work and shall be responsible for all work executed under the Agreement and shall verify all figures and surface preparation requirements before proceeding with the work and will be held responsible for any error(s) resulting from its failure to do so.

IV. SUBCONTRACTS

A. All subcontractors, if any, doing work on this project shall be fully qualified to do the work and carry the full, required insurance coverages as stipulated herein.

B. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the subcontractors.

C. CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts where the Contract Documents require compliance to the provisions of these documents by each subcontractor on the project.

D. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and the CITY.

E. The names and contact information of all subcontractors scheduled to work on this project shall be submitted to the CITY with the bid documents.

V. SCHEDULING AND COORDINATION OF WORK

The CONTRACTOR shall be responsible for the proper scheduling of all work and the coordination of the operations of all trades, subcontractors, or material suppliers scheduled to work on this project.

VI. PAYMENTS TO CONTRACTOR

A. Payment After final inspection and acceptance by CITY of all work under this Agreement, CONTRACTOR shall prepare an invoice for payment which shall be based upon the careful inspection of the work at the applicable prices stipulated in the Agreement.

B. Withholding Payments CITY may withhold payment due the CONTRACTOR whenever it is deemed necessary to protect the CITY from incomplete or unsatisfactory work. The foregoing provision shall be construed solely for the benefit of the CITY.

VII. MEASUREMENT AND PAYMENT

Quantities shown in this Contract are only estimates and are provided solely for the benefit of the CONTRACTOR. Payment will be made on the basis of actual measured quantities. For those items for which payment is based on actual measured quantities, CONTRACTOR shall verify all measurements at the site and shall be responsible for the correctness of same. Unit prices shall then be used to calculate payment. Methods of measurement shall be given in the Technical Specifications for each measured item.

VIII. CHANGES IN THE SCOPE OF WORK

A. CITY may make changes in the scope of work required to be performed by CONTRACTOR under this Agreement without relieving or releasing the

CONTRACTOR from any of its obligations or any guarantee given by it, pursuant to the Agreement provisions.

B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the CONTRACTOR shall make no change in the materials used, the specified manner of completing the project, or supply additional labor, services, or materials beyond those actually required by the Agreement, unless, in receipt of a written order from the CITY, the CONTRACTOR is authorized to proceed with the change. No CONTRACTOR claim for an adjustment of the Agreement will be valid unless so ordered or authorized by the CITY.

C. CITY may order CONTRACTOR to proceed with changes in the scope of work at applicable unit prices; provided that was submitted in writing by the CONTRACTOR.

D. Each change order document shall include:

1. A detailed description of the change in the work requested.
2. The CONTRACTOR's bid for the change, shown as an "extra" or "credit".
3. A statement as to the resulting change in the Agreement price and/or time by the approval of the change order.
4. A statement that all work shall be performed in accordance with the Contract Documents, except as modified by the change order.

IX. TERMINATION

- A. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Helotes for cause:
- i) The Contractor fails to perform in accordance with the provisions of Contract Documents; or
 - ii) The Contractor violates any of the provisions of the Contract Documents; or
 - iii) The Contractor disregards laws or regulations of any public body having jurisdiction; or
 - iv) The Contractor transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without the written consent of the City.
 - v) If one or more of the events identified in Subparagraphs A i) through iv) occurs, the City of Helotes may terminate the contract by giving the Contractor seven (7) days written notice of such termination. In such a case, the Contractor shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the

- event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The Contractor shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi) When the contract has been so terminated by the City of Helotes, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- B. Terminate for Convenience: This contract may be canceled or terminated at any time by giving the Contractor thirty (30) days written notice. The Contractor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

X. DISPUTES

- A. All disputes arising under this Agreement, whether involving law or fact or both, and all claims for alleged breach of contract shall, within ten (10) calendar days of commencement of the dispute, be presented by CONTRACTOR to CITY for decision. Any claim not presented within the time limit specified in this Paragraph shall be deemed to have been waived.
- B. If CONTRACTOR does not agree with any decision of CITY, it shall not allow the dispute to delay the work, but rather, it shall notify the CITY promptly that it is proceeding with the work under protest.

XI. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of CONTRACTOR to make timely requests to CITY for any additional information not already in its possession which should be furnished by CITY under the terms of this Agreement and which it will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by CITY so as to avoid delay. Each request shall be in writing, list the various needed items, and include the latest date that the request can be filled by CITY. CONTRACTOR shall, if requested, furnish any assistance and information CITY may require in responding to the requests. CONTRACTOR shall be responsible for any delay in its work arising from its failure to comply with the provisions of this Paragraph.

XII. MATERIAL AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the Contract Documents, all materials incorporated in the work shall be new and the best grade of the respective kinds for the

purpose. Where materials are referred to in the Contract Documents as "equal to" any particular standard, CITY shall decide the question of equality.

B. CONTRACTOR shall furnish to CITY for approval, if requested by CITY, the manufacturer's detailed specifications for all materials which it contemplates installing, together with full information as to the type, performance characteristics, and all other pertinent information, as required, and, shall likewise submit for approval, full information concerning all other materials which it proposes to incorporate into the work.

C. Materials installed or used without prior approval shall be at the risk of rejection by CITY.

D. Unless specifically stated otherwise in the Contract Documents, materials specified by reference to a number, symbol, or specific standard shall comply with the requirements contained within the latest version thereof and any amendment or supplement thereto in effect on the bid date.

XIII. SAMPLES, CERTIFICATES, AND TESTS

A. CONTRACTOR shall submit all material samples, certificates, affidavits, et cetera, as called for in the Contract Documents or required by CITY, promptly after the award of the Agreement. No such material or equipment shall be manufactured or delivered to the site, except at the CONTRACTOR's own risk, until the required samples or certificates have been approved in writing by CITY. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Agreement time.

B. Each sample submitted by CONTRACTOR shall carry a label giving the name of the manufacturer. The accompanying certificate or letter from CONTRACTOR shall 1) state that the sample complies with Agreement requirements, 2) give the name and brand of the product, including its place of origin and the name and address of the producer, and 3) all specifications or other detailed information which will assist CITY in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

C. Approval of any materials shall be general only and shall not constitute a waiver of CITY's right to demand full compliance with Agreement requirements. After samples are delivered, CITY may perform testing as it deems necessary and reject materials, equipment, and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet performed tests have been incorporated in the work, CITY will have the right to cause

their removal and replacement by proper materials or to demand and secure such reparation by CONTRACTOR as is equitable.

XIV. PERMITS AND CODES

A. CONTRACTOR shall immediately report any discrepancy between the Contract Documents and applicable Federal, State, and Local laws and regulations to CITY. Where the contemplated work will fail to comply with such laws and regulations, CITY will adjust the Agreement by Change Order to conform to such laws and regulations and make an appropriate adjustment(s) in the Contract Price or stipulated unit prices, if necessary. Should CONTRACTOR fail to observe the foregoing provisions and proceed with the work, CONTRACTOR shall remove such work, if deemed necessary, without cost to CITY.

B. CONTRACTOR shall, at its own expense, secure and pay for all Federal and State permits, if applicable. The CONTRACTOR is exempted from securing and paying for CITY permits.

C. CONTRACTOR shall comply with applicable Federal and State laws and regulations governing the disposal of materials, debris, and rubbish within or outside the work area and commit no trespass on any private property in any operation due to or connected with this Agreement.

XV. WATER FOR CONSTRUCTION

Water used for any purposes incidental to this project shall be furnished by CONTRACTOR.

XVI. MAINTENANCE OF SERVICES

CONTRACTOR shall take all precautions in protecting existing utilities, both above and below ground.

XVII. CARE OF WORK

A. CONTRACTOR shall be responsible for all damages to persons or properties that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until final acceptance.

B. In an emergency affecting the safety of life, limb, or property, including adjoining properties, CONTRACTOR, without special instructions or authorization from CITY, is authorized to act at its discretion to prevent such threatened loss or injury, and it shall so act. It shall likewise act if instructed to do so by CITY.

C. CONTRACTOR shall avoid damage as a result of its operations, especially overspray, to driveway approaches, existing sidewalks, streets, curbs, pavements, drainage structures, mailboxes, signs, utilities (except those which are to be replaced or removed), and it shall, at its own expense, completely repair any damage thereto caused by its operations.

D. CONTRACTOR shall be responsible for the giving of any and all required notices to any adjoining or adjacent properties or other parties before the commencement of any work. CONTRACTOR shall indemnify and save harmless CITY from any damages on account of settlements, the loss of lateral support of adjoining properties, and from all other loss, expense, and damage for which CITY may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

XVIII. ACCIDENT PREVENTION

A. No person employed in the performance of this Agreement shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined by the U.S. Secretary of Labor and promulgated construction safety and health standards.

B. CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Agreement. CONTRACTOR shall promptly furnish CITY with reports concerning these matters.

C. CONTRACTOR shall indemnify and save harmless CITY from any claims for damages resulting from property damage, personal injury, and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Agreement.

XIX. TRAFFIC CONTROL

It will be CONTRACTOR's responsibility to adequately provide for the safety of the public during the course of the work. CONTRACTOR shall provide traffic control in accordance with the Technical Specifications. The traffic control plan for each segment of the Project shall be submitted to the CITY for approval prior to the commencement of work. The traffic control plan shall include the method of communication of traffic delays to the public. Where necessary, the CITY requires static message boards, rather than changeable electronic message boards.

XX. SANITARY FACILITIES

CONTRACTOR shall furnish, install, and maintain ample sanitary facilities for its employees. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water for its employees shall be provided from an approved source,

so piped or transported as to keep it safe and fresh. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

XXI. USE OF PREMISES

A. CONTRACTOR shall confine its equipment, storage of materials, and construction operations to the project limits, as shown within the Contract Documents or as may be desired by CITY, and shall not unreasonably encumber the site(s) or public rights of way with its materials and construction equipment.

B. CONTRACTOR shall comply with all reasonable instructions of CITY and all existing Federal and State law and regulations regarding signage, traffic control, and barricades.

XXII. LIMITATION OF OPERATIONS

The work shall be conducted so as to create a minimum amount of inconvenience to the public. At any time, when, in the judgment of CITY, CONTRACTOR has obstructed, closed, or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, CITY may require CONTRACTOR to expeditiously finish that portion before operations are started on any additional sections.

XXIII. PERMITS AND RIGHT-OF-WAY

CITY will provide right-of-way, if necessary, for the purpose of construction without cost to CONTRACTOR. It shall be the responsibility of CONTRACTOR prior to the initiation of construction on easements through private property or upon areas of public dedication to familiarize itself with the requirements of the pertinent easement and to abide by all of the stated terms of the easement.

XXIV. REMOVAL OF DEBRIS, CLEANING, ETC.

CONTRACTOR shall, periodically or as directed by CITY during the progress of the work, remove and legally dispose of all surplus materials and debris and keep the work area and public rights of way reasonably clear and clean. Upon completion of the work, CONTRACTOR shall remove all temporary construction facilities, debris, and unused materials provided for the work and return the work site and public rights of way to a neat and clean condition.

XXV. INSPECTION

A. All workmanship shall be subject to inspection, examination, or testing by CITY at any and all times and places. CITY shall have the right to reject defective workmanship and require its correction. If CONTRACTOR fails to proceed within five (5) calendar days with the correction of rejected workmanship, CITY may, by contract or other mechanism, have the defects remedied and charge the cost of the same against any

monies which may be due CONTRACTOR, without prejudice to any other rights or remedies of CITY.

B. Neither inspection, testing, approval, nor acceptance of the work, in whole or in part, by CITY shall relieve CONTRACTOR of full responsibility for materials furnished or work performed that are not in strict accordance with this Agreement.

XXVI. REVIEW BY CITY

CITY shall have access and be able to review all work, materials, equipment, material invoices, and other relevant data and records pertaining to this Agreement during normal business hours.

XVII. FINAL INSPECTION

When each Project Segment included in this Agreement is substantially complete, CONTRACTOR shall notify CITY in writing or by e-mail that the work will be ready for final inspection on a definite date which shall be stated in the notice. CITY will make arrangements to have the final inspection commence on the date indicated in the notice, or as soon thereafter as is practicable.

XVIII. INSURANCE

A copy of an insurance certificate showing CITY as “other insured” for the following insurances must be submitted a minimum of ten (10) calendar days prior to the commencement of work. Failure to provide a valid insurance certificate may result in cancellation of this Agreement.

Insurance shall be carried with a financially responsible insurance company, licensed in the State of Texas, with an A.M. Best Rating Category of Excellent or better.

Comprehensive General Liability Insurance. With limits of liability for bodily injury of not less than \$1,000,000.00 any one occurrence, and for property damage of not less than \$1,000,000.00 any one occurrence, and \$2,000,000.00 aggregate.

Comprehensive Automobile Liability Insurance. With limits of liability for bodily injury of not less than \$1,000,000.00 any one person, and \$2,000,000.00 any one occurrence, and for property damage of not less than \$1,000,000.00 any one occurrence. Such coverage shall include owned, hired, and non-owned vehicles.

Worker’s Compensation Insurance. Statutory limits.

XXIX. INDEMNIFICATION

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE EMPLOYEES, OFFICERS, TRUSTEES, VOLUNTEERS AND REPRESENTATIVES OF THE CITY ENTER , INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO QUEST DIAGNOSTICS' ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF QUEST DIAGNOSTICS, ANY AGENT, OFFICER, TRUSTEES, REPRESENTATIVE, EMPLOYEE, RESPONDENT OR SUBCONTRACTOR OF QUEST DIAGNOSTICS, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT QUEST DIAGNOSTICS AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW

XXX. GUARANTEES

CONTRACTOR shall provide CITY with a maintenance bond which shall guarantee all work against defective materials and workmanship for a period of twelve (12) months from the date of final acceptance. CONTRACTOR'S failure to repair or replace defects upon notice and in a timely manner entitles the CITY to repair or replace same and recover reasonable costs thereof from the CONTRACTOR and/or his surety.

XXXI. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase, or other agreement by which an interest is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work.

CONTRACTOR will be required to sign a Release of Lien form with each payment. Nothing contained in this Paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover funds due CONTRACTOR and in CITY's possession. The provisions of this Paragraph shall be inserted in all sub- and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

XXXII. WARRANTY OF WORKMANSHIP AND MATERIALS

CONTRACTOR shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

XXXIII. JOB OFFICES

A. CONTRACTOR and its subcontractors may maintain office and storage facilities within the public right of way and/or on private property, with owner's permission, as are necessary for the proper completion of the work. These shall be located so as to cause no interference to any work to be performed within the public rights of way. CITY shall be consulted with regard to and approve all designated locations prior to use.

B. Upon completion of the work, or as directed by CITY, CONTRACTOR shall remove all such temporary structures and facilities from the site(s) and leave the site(s) of the work in good condition.

XXXIV. PARTIAL USE OF SITE IMPROVEMENTS

CITY may give notice to CONTRACTOR and place in use those sections of the work which have been completed, inspected, and can be accepted as complying with the Contract Documents, provided:

A. The use of such sections of the work shall in no way impede the completion of the remainder of the work by CONTRACTOR.

B. CONTRACTOR shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

C. The period of warranty stipulated in the General Conditions hereof shall not begin until the date of final acceptance of all work which CONTRACTOR is required to construct under this Agreement.

XXXV. TECHNICAL SPECIFICATIONS

For Technical Specifications Please Reference the Following:

- **Mobilization:** TxDOT Specification Item 500
- **Barricades, Signs, and Traffic Handling:** TxDOT Specification Item 502
- **Remove Concrete:** TxDOT Specification Item 104
- **Remove Base & Asphalt Pavement:** TxDOT Item 105
- **Concrete Pavement:** TxDOT Specification 360
- **Flexible base:** TxDOT Specification 247
- **Pavement Markings:** Meets PART 3. MARKINGS of the MUTCD